

New Hampshire State Board of Education
New Hampshire Department of Education
Londergan Hall, Room 100F
101 Pleasant Street
Concord, NH 03301

Thursday, October 10, 2019



REVISED AGENDA

- I. **CALL TO ORDER – 9:00 AM**
- II. **PLEDGE OF ALLEGIANCE**
- III. **PUBLIC COMMENT** (*Limited to 3 minutes. The Board may ask clarifying questions, otherwise no feedback will be provided.*)
- IV. **PRESENTATIONS/REPORTS/UPDATES**
 - A. Timberlane Regional School District SAU 55 Withdrawal Plan
 - B. Students/Capital City Charter School ~ SB-FY-19-01-007/SB-FY-19-01-008 ~ *informational only, no action required*
- V. **PUBLIC HEARINGS**
 - A. 10:00-10:30 AM ~ Ed 1119.01, Confidentiality Requirements and Record Retention
- VI. **COUNCIL for TEACHER EDUCATION (CTE)**
 - A. One (1) year extension of all of Keene State College's educator preparation programs
- VII. **LEGISLATIVE UPDATES**
 - A. INITIAL PROPOSAL ~ Ed 501-Ed 504 – Credential Standards for Educational Personnel
 - B. INITIAL PROPOSAL ~ Ed 505 – How to Obtain a NH Educator License
 - C. INITIAL PROPOSAL ~ Ed 506-Ed 508 – Requirements for Specific Endorsements
 - D. INITIAL PROPOSAL ~ Ed 509, Ed 512 & Ed 513 – Renewal requirements and Denial of credentials
 - E. INITIAL PROPOSAL ~ Ed 321 – School Building Aid
 - F. INITIAL PROPOSAL ~ Ed 507.40 & Ed 507.41 – General Special Education Teacher
 - G. ADOPTION ~ Ed 505.01-Ed505.05 – Pathways to Certification (Interim Rule)
 - H. ADOPTION ~ Ed 507.40 & Ed 507.41 – General Special Education Teacher (Interim Rule)
 - I. EMERGENCY RULE ~ Ed 1307 – Robotics Education Fund
 - J. EMERGENCY RULE ~ Ed 322.09 – School Lease Aid
- VIII. **COMMISSIONER'S UPDATE**
- IX. **APPOINTMENTS**
 - A. Commissioner's Consultation with the State Board of Education (RSA 21-N:3, II)

X. OPEN BOARD DISCUSSIONS

XI. OLD BUSINESS

A. Appeal of Rye School District Update

XII. NONPUBLIC SESSION

XIII. CONSENT AGENDA

A. Meeting Minutes of September 12, 2019

XIV. ADJOURNMENT – 2:00 PM

If accommodations are needed for communication access such as interpreters, please call (603) 271-3144 at least 5 business days before the scheduled event. We request 5 business days' notice so that we may coordinate interpreters' schedules. Although we will attempt to accommodate any requests made, we cannot guarantee the presence of the service. Thank you for your cooperation.

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September 4, 2019

VIA EMAIL angela.adams@doe.nh.gov

New Hampshire Board of Education
c/o Angela M. Adams, Executive Assistant
Office of the Commissioner

Re: SAU 55 Withdrawal Plan

Dear Ms. Adams:

On behalf of the Timberlane Regional School District SAU 55 Withdrawal Planning Committee, I enclose the SAU 55 Withdrawal Plan for submission to the New Hampshire Board of Education pursuant to RSA 194-C:2. We respectfully request that this matter be placed on the agenda for the Board of Education's October 10, 2019 meeting. As you requested, we are submitting the Plan in electronic form. Should you require a copy be submitted in any other format, please do not hesitate to contact me.

Sincerely,



Sarah S. Murdough

SSM/sib

Enclosure

cc: Dr. Kimberly Farah, SAU Withdrawal Planning Committee Chair

Organization and SAU 55 Withdrawal Plan

Submitted for Public Hearing 20 August 2019



Executive Summary

SAU 55 is comprised of 2 school districts:

- Hampstead School District (HSD)
 - Hampstead, NH
- Timberlane Regional School District (TRSD)
 - Atkinson, Danville, Plaistow, and Sandown, NH

TRSD SAU 55 Withdrawal Planning Committee proposes that TRSD withdraw from SAU 55 to form a single district SAU. The Committee recommends a one-year transition period with an effective date of July 1, 2021 for the new single-district SAU.

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Background

History

SAU 55 Member Districts

Supervisory Union 55 was formed by the state of New Hampshire in 1919 during an era of sweeping education reform. The purpose of these unions (later termed School Administrative Units - SAUs) was to improve the quality of education across the state by allowing districts to share resources. Most units were composed of two to four districts, with 11 cities designated as single-district units.

The original six member towns of Supervisory Union 55 were:

Salem	Atkinson	Hampstead
Plaistow	Newton	South Hampton

In 1919, Superintendents were salaried employees of the state, appointed by the state Board of Education.

In 1919, TRSD did not exist as a regional district; rather each town possessed its own smaller school structure for primary grades and tuitioned students to area high schools for their secondary education. TRSD has since grown and is one of the largest districts in the state of NH.

South Hampton was reassigned to SAU 21 in 1952-53.

As the population in the area began to rise, local high schools started to restrict the number of students accepted from outside towns. TRSD was formed out of necessity in 1964 with a plan to build a new regional junior-senior high school for the towns of Atkinson, Danville, Plaistow, and Sandown. Hampstead was invited to join the cooperative school district at that time. They declined and continued to send their high school students to Pinkerton Academy in Derry, however they remained a member of SAU 55.

In 1965 a change in state law made superintendents wholly employed and paid by the SAUs and their member districts.

In 1966 the current Timberlane Regional High School was built for the students of the 4 member cooperative school district.

Salem left the SAU in July 1967. Newton left the SAU in roughly 1967.

In 1996 RSA 194-C was passed, a revised SAU statute. A key change was to allow local determination of membership in a SAU. Where previously a district needed to petition the state board of education to withdraw from an SAU, the new statute allowed the district to make that determination and, while the State Board of Education reviews a plan for withdrawal, it does not have veto power over an individual district's decision. This change allowed for increased local autonomy over superintendent services.

For the last 55 years the towns of Atkinson, Danville, Plaistow and Sandown have remained in the Timberlane Regional District within SAU 55. Hampstead District has remained part of SAU 55 and continues to send their high school students to Pinkerton.

In 2002, Hampstead hired an outside consultant to conduct a study to determine the feasibility of withdrawing from SAU 55, but found it was fiscally advantageous to remain with SAU 55. In 2015 the citizens of Hampstead again looked to withdraw from SAU 55, but the Hampstead School Board did not support the warrant article and the question failed at the polls.

In 2018 Timberlane voters approved by a vote of 2405-1334 to form a committee to explore the withdrawal of Timberlane Regional School District from SAU 55.

District Overviews

Timberlane Regional School District (TRSD) is a cooperative school district comprised of four towns: Atkinson, Danville, Plaistow, and Sandown.

- The enrollment for TRSD was 3,464 from Pre-K through grade 12 as reported in October 2018. This ranked TRSD as the 10th largest school district in NH.
- Enrollment has declined for all schools except Sandown over the last 10 years.
- TRSD is 3rd in the State for preschool enrollments of 134, following

Manchester and Nashua.

- According to data provided by SAU 55, TRSD employs a total of 674 employees consisting of 409 professional staff and 265 support staff.

2018 TRSD Enrollment by Grade Oct 2018	Total 3,464
Preschool	134
Kindergarten	219
Elementary	1,202
Middle	809
High	1,100
District Fall Enrollment Data As of October 1, 2018: https://www.education.nh.gov/data/attendance.htm	

Hampstead School District (HSD) is a single town school district with an elementary school and middle school.

- The enrollment for HSD was 850 students in grades Pre-K through 8 as reported in October 2018.
- Enrollment has been declining. The enrollment in lower grades shows no indication that this trend will change.
- Hampstead's 480 high school students are tuitioned by the town to Pinkerton Academy in Derry, the largest high school in NH with roughly 3,100 students.
- According to data provided by SAU 55, Hampstead employs a total of 182 employees consisting of 98 professional staff and 84 support staff.

2018 HSD Enrollment by Grade Oct 2018	Total 1330
Preschool	35
Kindergarten	74
Elementary	359
Middle	382
High	480
District Fall Enrollment Data As of October 1, 2018: https://www.education.nh.gov/data/attendance.htm	

SAU Overview

School Administrative Unit 55 is located in Plaistow, NH. It currently includes two districts: Hampstead School District and the Timberlane Regional School District. The SAU office is located near the Timberlane Regional Middle and High School. The SAU building is owned by the Timberlane Regional School District and the SAU leases the building from the TRSD for \$42,250 per year. This amount has remained level for the past 10 years. The SAU is currently staffed by a Superintendent, Assistant Superintendent, Business Administrator, Human Resources Director, and Business Operations Coordinator and a support staff of 9.

There is a significant difference between the districts in regards to public education. TRSD runs a comprehensive public system preK-12 and sends students for Career and Technology Education (CTE) to Salem, NH and Pinkerton Academy. Hampstead runs a public school preK-8 and tuitions its high school students to Pinkerton Academy, Derry, NH.

SAU Budget and Assessments

The SAU carries a budget of \$2M with over half this amount budgeted for salaries and benefits of the 14 SAU employees. Historically, the two districts have shared a 77/23 ($\pm 2\%$) split of the SAU assessment. TRSD's portion of this assessment has been approximately \$1.5M which is a line item within its own budget of \$71.8M.

Fiscal Year	SAU Budget	Hampstead	TRSD
2019-2020	\$2,086,622	\$497,297	\$1,589,325
2018-2019	\$2,160,509	\$508,848	\$1,651,661
2017-2018	\$1,992,064	\$474,356	\$1,517,708
2016-2017	\$1,922,276	\$441,590	\$1,480,686
2015-2016	\$1,602,819	\$364,552	\$1,238,267
2014-2015	\$1,435,408	\$322,187	\$1,113,221
2013-2014	\$1,326,556	\$298,425	\$1,028,131
2012-2013	\$1,279,654	\$288,788	\$990,866
2011-2012	\$1,287,194	\$285,121	\$1,002,073
2010-2011	\$1,253,715	\$278,435	\$975,280
2009-2010	\$1,158,294	\$260,716	\$897,578

Committee Overview and Timeline

Process

On March 12, 2019 the Timberlane Regional School District voters approved (vote tally 2405-1334) a citizen's petitioned warrant article to create a Planning Committee (the "Committee") to study the advisability of the withdrawal of TRSD from SAU 55 in accordance with RSA 194-C:2, IV. The School District formed the Committee based on RSA 194-C:4. The school moderator, through the school district, asked for any community member that was interested to apply to the committee. He then appointed 4 community members to the committee. Though not required, he chose one member from each of the 4 towns comprising the district. The Timberlane Regional School Budget Committee appointed one member to the Committee and the Timberlane Regional School Board appointed two representatives to the Committee.

The Committee held its first meeting on May 1, 2019. At that meeting officers were elected. An overview of the committee process was provided by the Committee chair as well as the requirements pertaining to the provisions of RSA 91-A applicable to the Committee. Several meetings were scheduled and a general discussion on how to approach the study occurred. The Committee requested information from the SAU office including:

- List of shared services (Timberlane and Hampstead)
- SAU salaries 2009-2019
- SAU job descriptions
- Estimated time (%) each SAU employee dedicates to each district
- Detailed SAU budget
- Contractual obligations and terms of contract

In total, the Committee met "7" times to review the current organizational structure of SAU 55, to consider the advantages and disadvantages of withdrawing from SAU55 and of establishing a single-district SAU, and, ultimately, following a majority vote of the committee on May 15, 2019, to develop a withdrawal plan for further consideration. The

plan was developed to ensure that TRSD voters could ascertain the feasibility and advisability of withdrawal from SAU 55.

Documents

To establish open communication with the public, a SAU Withdrawal Planning Committee link was established on the TRSD website:

<https://public.timberlane.net/projects/sau55withdrawal/default.aspx>

The site included the charge of the Committee as outlined in RSA 194-C:2, a list of Committee members, meeting agendas, meeting minutes and Committee documents. All meetings were posted in both districts and in public. Meetings were livestreamed when possible and made available by video. The Committee welcomed input from voters as part of the public comment portion of the meeting.

To complete the withdrawal plan, the Committee used a variety of materials. These are provided in the appendix and include a short history of SAUs and data from the NH DOE website regarding salaries of SAU top administrators (see appendix). An SAU pro-forma budget was developed by the SAU (see appendix). A list of withdrawal studies from other districts was distributed along with an analysis of outcomes (see appendix). Job descriptions of all SAU employees were reviewed (see appendix). The Superintendent explained to the Committee that it was difficult to determine the amount of time each SAU employee dedicated to each district. A spreadsheet containing all SAUs in the state, SAUs for each district, schools in each district, number of students, average teacher salary, region, school group, school type, and ratio of superintendent to average teacher salary was compiled (see appendix). Members also reviewed 5-year strategic plans for each district and identified similarities and differences.

Additionally, a timeline was developed to ensure that the plan could be timely reviewed by the New Hampshire Board of Education prior to moving forward to the district ballot in March.

SAU 55 Withdrawal Planning Committee Timeline

Date	Milestone	
May 1, 2019	Committee Meeting #1	Election of officers, overview of process, discussion regarding required information.
May 7, 2019	Committee Meeting #2	General discussion concerning current and pro forma budget, contractual obligations, shared services. Timeline for withdrawal plan.
May 15, 2019	Committee Meeting #3	General discussion regarding pros and cons of withdrawal. Vote to develop withdrawal plan. Assigned sections of plan to committee members.
May 28, 2019	Committee Meeting #4	Review of draft plan
Jun 18, 2019	Committee Meeting #5	Review of draft plan
July 9, 2019	Committee Meeting #6	Vote on withdrawal recommendation
July 23, 2019	Committee Meeting #7	Finalize plan
July 31, 2019	Notice of Public Hearing	Posted July 24, 2019
August 20, 2019	Public Hearing	

Findings and Recommendations

The Committee found the withdrawal of TRSD from SAU 55 and organization of TRSD as a single-district SAU advisable. The Committee sets forth below its findings regarding the advisability of withdrawal, including our investigation regarding matters pertaining to the organization, operation and control of a SAU; the advisability of constructing, maintaining and operating a school or schools to serve the needs of the TRSD; an educational and fiscal analysis of the impact of withdrawal on the remaining district in the SAU; and a proposed plan for the disposition of SAU assets and liabilities. The Committee further describes below a plan for organization of a single-district SAU, including the provision of superintendent services which meets the requirements in RSA 194-C:4, and a one-year transition plan and timeline, including transition budgets and staffing.

Differences between Multi-District SAU and TRSD as a Single-District SAU

The Committee believes the following differences between a multi v. single-district SAU demonstrate the advantages of moving to a single-district SAU:

Current SAU 55	Single District SAU
<p>Multi District Governance Board</p> <ul style="list-style-type: none">➤ Two school districts, 14 committee members - TRSD with 9 members and Hampstead with 5 members➤ 3 boards are required to meet regularly (one for each district plus one for the SAU)➤ Board members must attend meetings of both their board and the SAU board. In addition, both boards may have subcommittees.➤ SAU meeting requires 8 out of 9 TRSB members to attend for a quorum if Hampstead is unable to meet.	<p>Single District Governance Board</p> <ul style="list-style-type: none">➤ One school district, 9 TRSD committee members➤ 1 board is required to meet regularly➤ No SAU meetings required

Current SAU 55	Single District SAU
<p>14 SAU staff members</p> <ul style="list-style-type: none"> ➤ The Superintendent, Human Resources Director and Business Administrator provide services to both districts ➤ The Assistant Superintendent provides services predominantly to Hampstead ➤ The SAU board approves the hiring of the above 4 positions ➤ The support staff provides services to both districts. 	<p>12 SAU staff members</p> <ul style="list-style-type: none"> ➤ The Superintendent, Human Resources Director and Business Administrator will provide services solely to TRSD ➤ The Assistant Superintendent will provide services solely to TRSD ➤ TRSD would be directly responsible for the hiring of the above 4 positions. ➤ The support staff would provide services solely to TRSD.
<p>The Superintendent oversees two districts</p> <ul style="list-style-type: none"> ➤ 9 schools total - TRSD has 7 and Hampstead has 2 ➤ Superintendent availability and focus spread between two districts with additional responsibilities to Pinkerton Academy to support Hampstead's high school students 	<p>The Superintendent oversees one district</p> <ul style="list-style-type: none"> ➤ 7 schools for TRSD only ➤ Increased visibility of the Superintendent with availability and focus solely on TRSD
<p>Requires engagement of 3 lawyers</p> <ul style="list-style-type: none"> ➤ SAU legal counsel ➤ TRSD legal counsel ➤ Hampstead legal counsel 	<p>Requires engagement of 1 lawyer</p> <ul style="list-style-type: none"> ➤ TRSD legal counsel
<p>Requires 3 Audits</p> <ul style="list-style-type: none"> ➤ The SAU, Hampstead, and TRSD each require their own audit ➤ Recent TRSD audits have been late with reported significant deficiencies and material weaknesses in internal controls 	<p>Requires 1 Audit</p> <ul style="list-style-type: none"> ➤ TRSD would require one audit with SAU services built into its budget ➤ Having business office responsible for one audit should result in more timely completion with fewer deficiencies
<p>Requires 3 budgets</p> <ul style="list-style-type: none"> ➤ The SAU, TRSD, and Hampstead each require their own budget ➤ SAU budget has no deliberative session for voter input, there is no default budget, the amount is automatically built into each member district's budget ➤ Business manager must attend 3 different budgeting sessions for each budget 	<p>Requires 1 budget</p> <ul style="list-style-type: none"> ➤ SAU services built into TRSD budget and subject to default calculations providing voters with more input and control over spending. ➤ Increased visibility of business manager, streamlined budgeting process and communication

Costs to the School District for Construction of School

The construction or renovation of schools would not be affected by TRSD's withdrawal from SAU 55. Each district currently determines its own building construction needs. No new construction would be required in TRSD by withdrawal from SAU 55.

Educational Impact of Withdrawal

The Committee does not anticipate there will be an educational impact on students in either district. Both districts are committed to providing a high-quality education to their students and that will not change. Hampstead School District currently manages operations and educational services relating to its elementary and middle school and its students, and provides educational services to its high school students through a tuition agreement with Pinkerton. TRSD's withdrawal will have no impact on the educational programs offered to Hampstead students. Hampstead will benefit from having a SAU focusing on Hampstead's needs.

The Committee further believes that the individual focus gained from a transition to a single-district SAU may allow for further improvements in TRSD. Withdrawing from SAU 55 has no impact on the size of TRSD as a district. TRSD will remain in the top 10 of largest districts in the state and should not be significantly impacted by economies of scale. A single district SAU allows administrative staff to focus on the singular needs of TRSD without the added responsibilities of completing similar tasks for 2 other entities (HSD and SAU 55). Professionally, administrators will be reporting to one board rather than three allowing for decisions to be made without considering competing interests of another district. Leadership will be more visible and focused on the singular needs of TRSD and the communities it serves.

Fiscal Impact of the Withdrawal

The committee studied the financial impact of TRSD's withdrawal from SAU 55, as required by RSA 194 C:2.

If TRSD withdraws from SAU 55, Hampstead will become the sole district in SAU 55. Hampstead currently leases space from the TRSD and would need to provide space for SAU 55 staff should TRSD terminate the contract. Hampstead currently pays \$11,481

yearly for lease. It is anticipated that Hampstead would either continue to incur a cost to lease space for SAU 55 or house SAU 55 in their district facilities.

Hampstead currently pays 23% of the total SAU budget. It is anticipated that SAU 55 would operate on Hampstead's portion of the total SAU budget (approximately 499,668 for FY 2019/20) based on statements provided by the superintendent to Hampstead School Board in April 2019 (Hampstead School Board meeting 4-9-19, <https://vimeo.com/329582306> @ minute 59).

There is currently a savings of approximately \$90,000 per year due to the current transportation contract which includes both districts. That savings may not continue once that contract has expired or the districts may decide to bid the new contract jointly as they have done in the past. The Committee requested that the Hampstead School Board provide an impact statement relative to the possibility of TRSD withdrawing from SAU 55. The Hampstead School board responded that "they may submit an impact statement after TRSD submits its withdrawal plan for a public hearing and/or to the Department of Education" (Letter dated 5/15/19 from Hampstead School Board-see appendix).

From a community standpoint, voters of both districts will be afforded more control over the budget through the deliberative session and voting process. School Board meetings will be streamlined requiring less time of volunteers with the hopes of increased community involvement as a result.

Disposition of SAU 55 Assets and Liabilities

Assets: SAU 55 does not own any buildings. The only assets are the unassigned fund balance and a fingerprint machine. It is proposed that the TRSD portion of any funds in the unassigned fund balance be returned to the district. It is proposed that the fingerprint machine stay with SAU 55 (approximately \$8,790 of which TRSD ~ 77%).

Liabilities: The SAU has one multi-year contract that ends in August 2022. This contract remains the responsibility of SAU 55. Should there be any continuing obligations to SAU 55 with respect to past employees, those obligations will be subject to discussion between the HSB and TRSB (see appendix for "Schedule of Certain Retirement Related Expenditures".)

Unique Considerations

The Committee found that unique circumstances exist which support the advisability of withdrawal but which did not require consultation with the department of education or resolution. Specifically, the Committee found that internal financial controls are a necessary requirement to protect a district's financial assets. Internal controls are an integral part of ensuring compliance with all federal and state programs. TRSD has received multiple audits, at both the district and SAU level, that report significant deficiencies and material weaknesses in its internal controls. This has necessitated the need for TRSD to hire the assistance of an outside consultant.

The consultant recommended greater internal controls and suggested that TRSD look to hire part time help to focus on federal and state grant funds and food services funds/management. Moving to a single district SAU would allow for a Business Administrator and support staff to focus on TRSD without the added distraction and responsibilities associated with Hampstead and the SAU.

Transition Plan

The Committee recognizes both the size and complexity of TRSD. As such, it recommends a one-year transition period with an effective date of July 1, 2021 for the new single-district SAU. This date is preferable because it allows for the following:

- Expiration of all SAU contractual obligations except for the Superintendent contract which expires in August 2022.
- Incorporation of SAU budget into normal TRSD budgeting cycle.
- Onboarding of new personnel prior to formation of new SAU. It is expected that a new superintendent and 1-2 administrative personnel will be in place 3 months prior to the formation of the new SAU.
- Opportunity for Hampstead to relocate SAU 55 offices or renegotiate lease with TRSD.

The TRSB will be responsible for the transition to a single-district SAU, to include, but not limited to, the hiring of the new superintendent, if needed. The superintendent will then hire the new administrative staff for the transition period and work with the TRSB to hire the remaining staff for FY 2021-2022.

Transition Cost FY 2020-2021

It is estimated that there will be a transition cost of approximately \$100,000 in the year preceding the withdrawal (FY 2020-2021). This expense will be incurred as TRSD forms the new SAU. At a minimum, it is anticipated that a new superintendent and at least 1 administrative staff will be in place for approximately 3 months prior to the formation of the new SAU. The \$100,000 cost represents 3 months' salary and benefits for a superintendent position (\$200,000/4) and one administrative staff (\$100,000 /4) and approximately \$25,000 in miscellaneous expenses.

Plan for Providing Superintendent Services in a Single District SAU

Historically, the idea of shared costs within multi district SAUs was to provide a cost effective way for smaller districts to pool resources and provide necessary superintendent services as outlined by RSA 194-C:4.

In the case of TRSD, shared costs do not necessarily equate to a good value with regard to the services provided. This is most notable with regards to the business operations as seen through the budgeting and audit processes.

TRSD employs a high level of local support for curriculum, pupil, and personnel services. In addition, TRSD contributes 77% of salary and benefits to employ the services of an Assistant Superintendent for SAU 55. The current Assistant Superintendent provided clarification to the Hampstead School Board on May 26, 2015 about her role stating that "although Hampstead pays 23% of the bill they get 80-90% of my time" (See Hampstead School Board minutes 5-26-15). This statement is consistent with analysis of superintendent services Hampstead received as documented in a 2002 withdrawal plan by Hampstead (See Appendix- HSB Agenda Packet May 26, 2015).

Should TRSD move to a single district SAU having the Assistant Superintendent focus solely on TRSD would be an added benefit.

Proposed Single District SAU Organization and Staffing

Summary: Superintendent Services required by RSA 194-C:4 are currently provided to TRSD by positions within SAU 55 and TRSD directly. Moving to a single district SAU would eliminate overlap as there would be no need to differentiate between SAU and District staff. Efficiencies would be realized in both cost and function through a reorganization as the District level positions are integrated into the SAU.

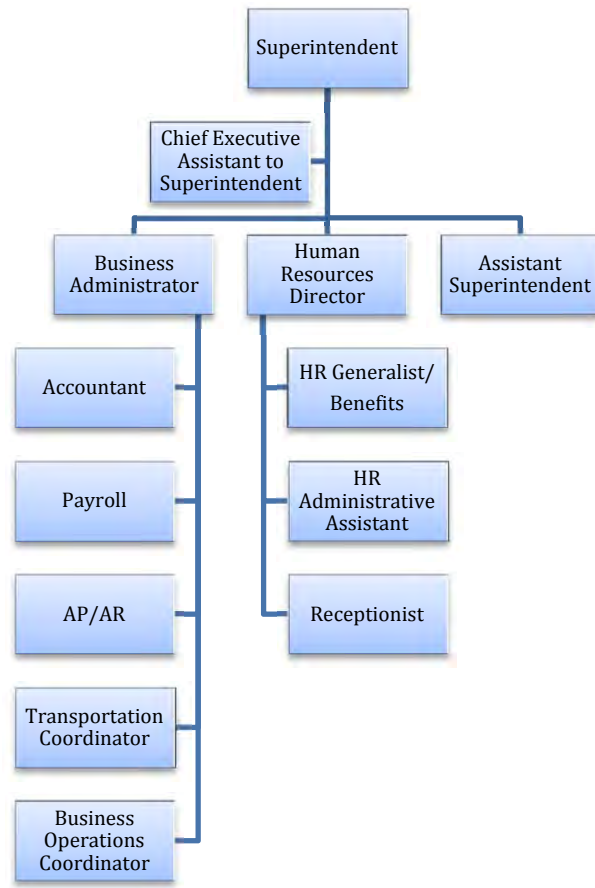
Positions under the Current SAU and TRSD include:

SAU Position	Department	Salary
Superintendent	SAU Professional Staff	\$164,897
Assistant Superintendent	SAU Professional Staff	\$134,000
Business Administrator	SAU Professional Staff	\$122,000
Human Resources Director	SAU Professional Staff	\$90,000
Business Operations Coordinator	SAU Operations and Transportation	\$92,000
Transportation Coordinator	SAU Operations and Transportation	\$58,000
Chief Executive Admin Assistant to Superintendent	SAU Support Staff	\$64,000
Executive Assistant to BA	SAU Support Staff	\$56,657
Administrative Assistant-Business/Payroll	SAU Support Staff	\$45,318
Administrative Assistant A/P	SAU Support Staff	\$44,282
Human Resources Generalist	SAU Support Staff	\$42,669
Human Resources Coordinator	SAU Support Staff	\$44,808
Administrative Assistance HR	SAU Support Staff	\$41,205
Receptionist	SAU Support Staff	\$21,631

TRSD Position	Department	Salary
Executive Director Assessment and Accountability	TRSD Curriculum, Assessment, and Professional Learning	117,420
Director of Curriculum and Professional Learning	TRSD Curriculum, Assessment, and Professional Learning	109,000
Director Pupil Personnel Services/SPED	TRSD District Departments	120,000
Student Services Coordinator	TRSD District Departments	92,700
District Facilities Supervisor	TRSD District Departments	65,894
Director of Technology	TRSD District Departments	113,940
Technology Integration Coordinator	TRSD District Departments	93,730
Food Services Director	TRSD District Departments	Vendor
Athletics Director	TRSD District Departments	114,000
Music Director	TRSD District Departments	112,000

Sample Single District SAU Staffing Structure

The staffing for a single district SAU is shown below. It is anticipated that the position of assistant superintendent will be staffed through a reorganization of the current TRSD staff. Further, the structure below reflects the elimination of two administrative staff positions. The rationale for the reduction is the decreased workload due to the removal of HSD personnel and redundancies in business operations (i.e. audits, budgets) required in a multi-district SAU.



Single District SAU - Superintendent Services

RSA 194-C:4 requires that each SAU or single district school provide specific superintendent services. The table below indicates how those services will be provided for in the single district SAU.

194-C:4 Superintendent Services.

Each school administrative unit or single school district shall provide the following superintendent services:

I. An educational mission which indicates how the interests of pupils will be served under the administrative structure.

The mission of the Timberlane Regional School District is to engage all students in challenging and relevant learning opportunities, emphasizing high aspirations and personal growth.

II. Governance, organizational structure, and implementation of administrative services including, but not limited to:

Administrative Duties of the Superintendent pursuant to RSA 194-C:4.II.a-r	Provided by: Superintendent and personnel as listed below
<i>(a) Payroll, cash flow, bills, records and files, accounts, reporting requirements, funds management, audits, and coordination with the treasurer, and advisory boards on policies necessary for compliance with all state and federal laws regarding purchasing.</i>	Business Administrator and all direct reports
<i>(b) Recruitment, supervision, and evaluation of staff; labor contract negotiation support and the processing of grievances; arrangement for mediation, fact finding, or arbitration; and management of all employee benefits and procedural requirements.</i>	Human Resources Department
<i>(c) Development, review, and evaluation of curriculum, coordination of the implementation of various curricula, provisions of staff training and professional development, and development and recommendation of policies and practices necessary for compliance relating to curriculum and instruction.</i>	Office of Assistant Superintendent Building level administration
<i>(d) Compliance with laws, regulations, and rules regarding special education, Title IX, the Americans with Disabilities Act, home education, minimum standards, student records, sexual harassment, and other matters as may from time to time occur.</i>	Office of Assistant Superintendent Special Education Department
<i>(e) Pupil achievement assessment through grading and state and national assessment procedures and the methods of assessment to be used.</i>	Office of Assistant Superintendent Building level administration
<i>(f) The ongoing assessment of district needs relating to student population, program facilities and regulations.</i>	Office of Assistant Superintendent Building level administration
<i>(g) Writing, receiving, disbursement, and the meeting of all federal, state, and local compliance requirements.</i>	Business Administrator and all direct reports

<i>(h) Oversight of the provision of insurance, appropriate hearings, litigation, and court issues.</i>	Human Resources Department
<i>(i) School board operations and the relationship between the board and the district administration.</i>	Executive Assistant to Superintendent
<i>(j) The daily administration and provision of educational services to students at the school facility including, but not limited to, fiscal affairs; staff, student, and parent safety and building issues; and dealing with citizens at large.</i>	Building Administration Special Ed Department Facilities Department
<i>(k) Assignment, usage, and maintenance of administrative and school facilities.</i>	Building level administration Facilities Department
<i>(l) Designation of number, grade or age levels and, as applicable, other information about students to be served.</i>	Office of Assistant Superintendent
<i>(m) Pupil governance and discipline, including age-appropriate due process procedures.</i>	Office of Assistant Superintendent Building Administration
<i>(n) Administrative staffing</i>	Superintendent
<i>(o) Pupil transportation</i>	Transportation Coordinator
<i>(p) Annual budget, inclusive of all sources of funding</i>	Business Administrator
<i>(q) School calendar arrangements and the number and duration of days pupils are to be served pursuant to RSA 189:1</i>	Office of Assistant Superintendent
<i>(r) Identification of consultants to be used for various services</i>	Office of Assistant Superintendent Special Education Department

Source. 1996, 298:3, eff. Aug. 9, 1996. 2010, 5:2, eff. June 18, 2010.

Fiscal Analysis FY 2021-2022

A projected SAU 55 budget is provided below. The 2019-2020 portion of the SAU 55 budget is \$1,589,325. The projected budget for a single district SAU for the same time period is \$1,426,707. This is a savings of ~\$162,000/ year but excludes a one-time transition cost in FY 2020-2021 (see Transition Cost above).

Proposed SAU Single District Budget

Proposed SAU Budget 2021-2022	2019-20 (budgeted)	Single District SAU - TRSD	Difference between 2 and 1 district SAU	Notes
Executive Salaries SUBTOTALS		\$485,000		Reduced Super Salary, Asst Super paid by TRSD, Reduction in Compensatory Time
Support Salaries SUBTOTALS		\$276,696		Reduced headcount from 7.5 to 5.5
SALARIES TOTALS	\$1,069,598	\$761,696	\$307,902	
Operating Expenses				
- Audit	\$8,000	\$1,000	\$7,000	No need for separate audit, \$1,000 estimated increase to TRSD Audit
- School Board Expenses	\$600	\$600	\$0	Elimination of SAU board
- Conf & Travel Expense	\$10,000	\$10,000	\$0	
- Course Reimbursement	\$5,000	\$5,000	\$0	
- Technology Services	\$151,060	\$115,000	\$36,060	Estimate provided by CFO
- Legal Services	\$40,000	\$2,500	\$37,500	Estimate provided by CFO
- Maintenance of Equipment	\$200	\$200	\$0	
- Office Rental	\$42,250	\$0	\$42,250	TRSD owns building - no rental fee needed to be split between districts
- Contracted Services	\$22,416	\$5,500	\$16,916	Estimate provided by CFO
- Liability Insurance	\$3,970	\$3,000	\$970	Assume 23% savings
- Telephone	\$9,250	\$9,000	\$250	
- Postage	\$4,000	\$2,000	\$2,000	
- In District Travel	\$9,000	\$2,000	\$7,000	
- Supplies	\$8,500	\$6,000	\$2,500	
- New Equipment	\$0	\$0	\$0	
- Replace Equipment	\$0	\$0	\$0	
- Dues and Fees	\$11,778	\$6,500	\$5,278	
- Custodial Service	\$7,000	\$7,000	\$0	
- Maintenance	\$0	\$0	\$0	
- Custodial Supplies	\$300	\$300	\$0	
- Electric Service	\$7,500	\$7,500	\$0	
- Fuel / Natural Gas	\$3,000	\$3,000	\$0	
- Employee Insurance	\$367,725	\$300,000	\$67,725	Assume 23% savings

Proposed SAU Budget 2021-2022	2019-20 (budgeted)	Single District SAU - TRSD	Difference between 2 and 1 district SAU	Notes
- Sick Leave Redemption	\$4,700	\$3,000	\$1,700	
- Employee Retirement	\$125,377	\$90,000	\$35,377	Assume 23% savings
- Social Security	\$86,479	\$60,000	\$26,479	
- Unemployment Compensation	\$0	\$0	\$0	
- Workers' Compensation	\$3,920	\$1,000	\$2,920	
- Other Employee Benefits	\$110,000	\$25,000	\$85,000	
- Federal Projects	\$1	\$1	\$0	
SUBTOTALS	\$1,042,026	\$665,101	\$376,925	
Expenditure Summary	\$2,111,624	\$1,426,797	\$684,827	
TRSD Contribution to SAU	\$1,589,325	\$1,426,797	\$162,528	

Major savings in the proposed budget include utilization of existing TRSD staff to fulfill statutory requirements for SAU operations, reduction of two administrative assistants, and employee benefits (i.e. insurance, retirement, social security). Operating expense reductions were developed with guidance from the Business Administrator's Pro Forma budget and information provided in regard to shared services.

Methods of Financing a Single District SAU

As noted previously, in FY 2019-2020, TRSD and HSD shared a ~77/23 split of SAU costs with funds raised and appropriated through each district's annual budget. If TRSD withdraws from SAU 55, it will continue to raise and appropriate the necessary funds to provide superintendent services, however it will be done as part of the TRSD budget process. During the transition year, FY 2020-2021, it is anticipated that funds will need to be added to the TRSD budget to hire new SAU personnel. These personnel may include a new superintendent and administrative staff depending on which employees remain with SAU 55. In subsequent years, the SAU will be financed through the

normal school district budgetary process with an anticipated savings over current spending.

Conclusion

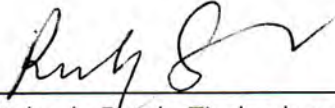
The TRSD SAU 55 Withdrawal Planning Committee voted (5-1-1, Farah, Hughes, Kiszka, Silva, Steele-yes, Alberg-no, Sherwood-abstaining) on July 9, 2019 to recommend that the TRSD withdraw from SAU 55, and after a one-year transition period, begin the operation of its own SAU on July 1, 2021.

After public hearing in accordance with RSA 194-C:2, IV(d), the Committee shall submit this plan to the State Board of Education for review. The plan shall be reviewed by the State Board of Education in accordance with RSA 194-C:2. IV (d-f), which shall then submit the plan to the TRSD school board for placement on the March 2020 TRSD Warrant. As stated in the governing statute, the wording of the warrant article will be as follows:

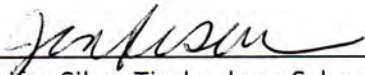
“Shall the Timberlane Regional School District accept the provisions of RSA 194-C providing for the withdrawal from a school administrative unit involving the school districts of Timberlane Regional and Hampstead, in accordance with the provisions of the proposed plan.”

Timberlane Regional School District Withdrawal Planning Committee

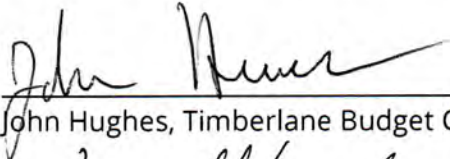
Respectfully submitted,



Dr. Kimberly Farah, Timberlane School Board member, Danville



Jennifer Silva, Timberlane School Board member, Atkinson



John Hughes, Timberlane Budget Committee member, Danville



Karen Steele, Citizen member, Atkinson

Sabrina Alberg, Citizen member, Danville



Barbara Kiszka, Citizen member, Plaistow

Mark Sherwood, Citizen member, Sandown

Dr. Earl Metzler, Superintendent of Schools (non-voting member)

Appendix:

RSA 194-C
SAU withdrawal committee timeline
NH DOE Students per school district
SAU Summary
SAU staffing comparisons
SAU Withdrawal Links/Withdrawal Summaries
SAU 55 Total Enrollment and District Level Staffing
SAU Budget-Summary
SAU Contributions over time
Top Administrative Salaries
2018-2019 SAU Budget
SAU Salaries 2015-2019
SAU Contractual Obligations for Administrative Staff
Budgetary Classification Detail
SAU Vendor Obligations
SAU Job descriptions
Contracts for Superintendent, Chief Finance Officer, Transportation Coordinator,
Business Operations Coordinator and Human Resources Manager
SAU Shared Services
SAU ProForma Budget
Hampstead Withdrawal Study 2002
Letter from Chair of HSD 05 15 19
SAU 55 Budget Single District Budget
SAU /Administrative Function Scenario from Superintendent 07 09 19
Schedule of Certain Retirement Related Expenditures

Other Documents Provided During Withdrawal Planning

Please refer to the following website for other documents:

<https://public.timberlane.net/projects/sau55withdrawal/default.aspx>

194-C:6	Federal Assistance.
194-C:7	Representation.
194-C:8	Weighted Voting.
194-C:9	Budget.
194-C:9-a	Alternative Budget Procedure; Method of Adoption.
194-C:9-b	Alternative Budget Procedure.
194-C:10	Public Hearing.
194-C:11	Legislative Oversight Committee. [Repealed.]
194-C:12	Duties of the Legislative Oversight Committee. [Repealed.]

CROSS REFERENCES

Special school district, department of corrections, see RSA 194:60.

194-C:1 Status.

I. All school administrative units existing on the effective date of this chapter shall continue in their present form unless modified in accordance with the provisions of this chapter.

II. School administrative units legally organized shall be corporations, with power to sue and be sued, to hold and dispose of real and personal property for the establishment of facilities for administration and any instructional purposes, and to make necessary contracts in relation to any function of the corporation; provided, however, that such school administrative units shall not have the power to procure land, to construct or purchase buildings, to borrow money in order to purchase real estate, or to mortgage said real estate.

HISTORY

Source. 1996, 298:3, eff. Aug. 9, 1996.

LIBRARY REFERENCES

West Key Number

Schools ⇌21.

Westlaw Topic

Westlaw Topic No. 345.

CJS

C.J.S. Schools and School Districts §§ 14 to 15, 21.

194-C:2 Organization, Reorganization, or Withdrawal.**I. GENERAL PROVISIONS.**

(a) Any school district pursuant to an article in the warrant for any annual or special meeting may vote to create a planning committee in the following manner:

(1) The question shall be placed on the warrant of a special or annual school district meeting, which body shall have final authority to adopt the provision to create a planning committee.

(2)(A) In districts without annual meetings, the legislative body of the school district shall

consider and act upon the question in accordance with their current procedures. To the extent and if permitted by local ordinance, upon submission to the legislative body within 60 days of the legislative body's vote of a petition signed by 100 or by 2 percent, whichever is less, of the registered voters, the legislative body shall place the question on the official ballot for any regular election otherwise in accordance with their current procedures for passage of referenda.

(B) The school district legislative body shall hold a public hearing on the question at least 15 days but not more than 30 days before the question is to be voted on. Notice of the hearing shall be posted in at least 2 public places in the municipality and published in media of general availability and usage at least 7 days before the hearing.

(C) In the event that the referendum is nonbinding, the question shall be returned for reconsideration to the legislative body which shall have final authority to adopt the provision to create a planning committee.

(D) In the event that the referendum is binding, the public vote shall be the final and binding authority to adopt the provision to create a planning committee.

(3) The planning committee shall consist of the following members:

(A) Two local school board members, appointed by the local school board.

(B) One member of the financial committee having the statutory authority to make recommendations concerning school budgets, appointed by the financial committee. In communities with no such financial committee, the number of public members under subparagraph (a)(3)(C) shall be increased to 5.

(C) Four public members representing the community at large, appointed by the school district moderator or, for districts without an annual meeting, the legislative body of the school district.

(D) The superintendent, who shall be a non-voting member of the committee.

(4)(A) The first-named school board member shall call the first meeting which shall be no later than 30 days from the date of his or her appointment. All planning committee meetings shall comply with RSA 91-A.

(B) At the first meeting, a chairperson shall be elected by the members.

(C) A notice of all meetings of the planning committee shall be posted in all school districts in the existing school administrative unit and in any new school administrative unit which may be created as a result of organization, reorganization, or withdrawal.

(D) All meetings shall allow time for public comment.

(5) The members of the committee shall serve without pay for a term ending:

(A) At the annual meeting of the district next following the creation of the committee, if the committee is created at an annual meeting; or

(B) One year from the date of appointment, if the committee is created at a special meeting.

(C) One year from the date of appointment, if appointed in districts without annual meetings.

(6) Vacancies on the committee shall be filled by the appropriate appointing authority for the balance of the unexpired term.

(7) The district may appropriate money to meet the expenses of the committee at the meeting at which it is created or at any subsequent district meeting notwithstanding the provisions of RSA 32 or RSA 197:3, and such expenses may include the cost of publication and distribution of reports.

(8) A planning committee shall act by a majority vote of its total membership.

(b) If the planning committee chooses to recommend organization of, reorganization of, or withdrawal from a school administrative unit, it shall prepare a plan which complies with the requirements of this section.

(1) Before final approval of a plan by the planning committee, it shall hold at least one public hearing on the plan within the proposed school administrative unit and shall give such public notice of the hearing at least 2 weeks before the hearing and in all affected school districts.

(2) The plan for organization of, reorganization of, or withdrawal from a school administrative unit shall be submitted to the state board of education.

(3) The plan shall be submitted to the voters in accordance with the procedures outlined in this section.

(4) If the voters fail to vote in the affirmative by the $\frac{2}{3}$ vote required, the school district may

submit the plan to the voters at the next annual school district meeting. If the plan fails to receive the necessary $\frac{2}{3}$ vote a second time, the school district shall not offer another warrant article seeking to create a planning committee for a period of 2 years after the date of the second vote by the district.

(c) If the planning committee chooses not to recommend organization, reorganization, or withdrawal from a school administrative unit, that recommendation shall be submitted to the voters of the school district at the next annual school district meeting.

(1) If a majority of voters present and voting vote in the affirmative, the recommendation shall be accepted.

(2) If a majority of voters present and voting reject the recommendation, the vote shall represent a vote to create a new planning committee in accordance with RSA 194-C:2, II and that planning committee shall prepare a plan for organization, reorganization, or withdrawal from a school administrative unit which meets the requirements of this section.

II. ORGANIZATION.

(a) The planning committee shall:

(1) Study the advisability of establishing a school administrative unit in accordance with this chapter, its organization, operation, and control, and the advisability of constructing, maintaining, and operating a school or schools to serve the needs of such school administrative unit.

(2) Estimate the construction and operating costs of operating such school or schools.

(3) Investigate the methods of financing such school or schools, and any other matters pertaining to the organization and operation of a school administrative unit.

(4) Prepare an educational and fiscal analysis of the impact on the school districts within the existing school administrative unit and on any new school administrative unit which may be created, and prepare a proposed plan for the disposition of any school administrative unit assets and liabilities.

(5) Consult with the department of education regarding any unique issues and resolve such issues in a timely manner and submit a report or reports of its findings and recommendations to the several school districts within the existing school administrative unit.

(b) If the planning committee recommends the organization of a school administrative unit, it shall prepare a plan to provide superintendent services which meet the requirements set forth in RSA 194-C:4 for the proposed school administrative unit, and a transition plan and timeline which includes consideration of transition budgets and staffing and is signed by at least a majority of the membership of the planning committee.

(c) The planning committee shall submit a copy of the proposed plan to the several school districts within the existing school administrative unit and the school districts in any new school administrative unit which may be created as a result of organization, and shall hold at least one public hearing no less than 14 days prior to submission to the state board.

(d) The state board of education shall review the proposed plan within 60 days of receipt to determine whether the plan complies with the requirements of this section and RSA 194-C:4. If, in the opinion of the state board, all requirements have been met, it shall forward the plan to the school district clerk for a vote at a regular or special school district meeting.

(e) If the state board of education determines that all requirements of this section and RSA 194-C:4 have not been properly addressed, the deficiencies shall be noted and the plan shall be promptly returned for revision. When the plan is resubmitted, the state board of education shall promptly return the plan and make a recommendation for or against its adoption based on whether or not the plan complies with the requirements of this section and RSA 194-C:4. This recommendation shall be reported to the legislative body of the district. The state board shall not have veto power over any plan once it is resubmitted to the state board by the planning committee.

(f) The state board shall submit the organization plan to the school boards of the districts for acceptance by the districts as provided in subparagraph (c). Upon such submission, the state board shall cause the approved plan to be published once at the expense of the state in media of general availability and usage within the proposed school administrative unit.

(g) Upon the receipt of written notice of the state board's recommendation of the plan, the plan shall be submitted for approval by the school districts under the procedures outlined in paragraph I of this section. The question shall be in substantially the following form:

"Shall the school district accept the provisions of RSA 194-C providing for the organization of a school administrative unit involving school districts of _____ and _____ etc., in accordance with the provisions of the proposed plan?"

Yes _____ No _____

(h) If $\frac{2}{3}$ of the votes cast on the question in each district shall vote in the affirmative, the clerk of each district shall forthwith send to the state board a certified copy of the warrant, certificate of posting, evidence of publication, if required, and minutes of the meeting in the district. If the state board finds that $\frac{2}{3}$ majority of the votes cast in each district meeting have voted in favor of the establishment of the school administrative unit, it shall issue its certificate to that effect; and such certificate shall be conclusive evidence of the lawful organization and formation of the school administrative unit as of the date of its issuance.

III. REORGANIZATION.

(a) The planning committee shall:

(1) Study the advisability of reorganizing school administrative units in accordance with this chapter, their organization, operation, and control, and the advisability of constructing, maintaining and operating a school or schools to serve the needs of reorganized school administrative units.

(2) Estimate the construction and operating costs of operating such school or schools.

(3) Investigate the methods of financing such school or schools, and any other matters pertaining to the reorganization and operation of a school administrative unit.

(4) Prepare an educational and fiscal analysis of the impact of the reorganized school administrative unit on any remaining districts in the school administrative unit and on the school districts in any new school administrative unit which may be created as a result of reorganization, and a proposed plan for the disposition of any school administrative unit assets and liabilities.

(5) Consult with the department of education regarding any unique issues and resolve such issues in a timely manner and submit a report or reports of its findings and recommendations to the several school districts within the existing school administrative unit.

(b) If the planning committee recommends the reorganization of a school administrative unit, it shall prepare a plan to provide superintendent

services which meet the requirements set forth in RSA 194-C:4 for the proposed reorganized school administrative unit, and a transition plan and timeline which includes consideration of transition budgets and staffing and is signed by at least a majority of the membership of the planning committee.

(c) The planning committee may submit to the board of an existing school administrative unit, a plan for joining the existing school administrative unit. If approved, the plan shall be submitted to the state board of education and the school district voters in accordance with this section.

(d) The planning committee shall submit a copy of the proposed plan to the several school districts and shall hold at least one public hearing no less than 14 days prior to submission to the state board. Within 60 days, the state board of education shall review the proposed plan for administrative structure and to determine whether or not the proposed plan complies with the requirements of this section and RSA 194-C:4.

(e) If in the opinion of the state board, all requirements of this section and RSA 194-C:4 have been met, it shall forward the plan to the school district clerk for a vote at a regular or special school district meeting.

(f) If the state board of education determines that all requirements have not been properly addressed, the deficiencies shall be noted and the plan shall be promptly returned for revision. When the plan is resubmitted, the state board of education shall promptly return the plan and make a recommendation for or against its adoption based on whether or not the plan complies with the requirements of this section and RSA 194-C:4. This recommendation shall be reported to the legislative body of the district. The state board shall not have veto power over any plan once it is resubmitted by the planning committee.

(g) The state board shall submit the reorganization plan to the school boards of the districts for acceptance by the districts as provided in subparagraph (d). Upon such submission, the state board shall cause the approved plan to be published once at the expense of the state in media of general availability and usage within the proposed school administrative unit.

(h) Upon the receipt of written notice of the state board's recommendation of the plan, the plan shall be submitted for approval by the school districts under the procedures outlined in paragraph I of this section. The question shall be in substantially the following form:

"Shall the school district accept the provisions of RSA 194-C providing for the reorganization of a school administrative unit involving school districts of _____ and _____ etc., in accordance with the provisions of the proposed plan?"

Yes _____ No _____

(i) If $\frac{3}{4}$ of the votes cast on the question in each district shall vote in the affirmative, the clerk of each district shall forthwith send to the state board a certified copy of the warrant, certificate of posting, evidence of publication, if required, and minutes of the meeting in the district. If the state board finds that $\frac{3}{4}$ majority of the votes cast in each district meeting have voted in favor of the reorganization of the school administrative unit, it shall issue its certificate to that effect; and such certificate shall be conclusive evidence of the lawful organization and formation of the school administrative unit as of the date of its issuance.

IV. WITHDRAWAL.

(a) The planning committee shall:

(1) Study the advisability of the withdrawal of a specific school district from a school administrative unit in accordance with this chapter, its organization, operation and control, and the advisability of constructing, maintaining and operating a school or schools to serve the needs of such school district.

(2) Estimate the construction and operating costs of operating such school or schools.

(3) Investigate the methods of financing such school or schools, and any other matters pertaining to the organization and operation of a school administrative unit.

(4) Prepare an educational and fiscal analysis of the impact of the withdrawing district on any school districts remaining in the school administrative unit and a proposed plan for the disposition of any school administrative unit assets and liabilities.

(5) Consult with the department of education regarding any unique issues and resolve such issues in a timely manner and submit a report or reports of its findings and recommendations to the several school districts within the existing school administrative unit.

(b) If the planning committee recommends the withdrawal from a school administrative unit, it shall prepare a plan for organization or reorganization. The plan shall include providing superintendent services, which meet the requirements set forth in RSA 194-C:4, and a transition plan and

timeline, which includes consideration of transition budgets and staffing for the withdrawing district, and is signed by at least a majority of the membership of the planning committee.

(c) The planning committee may submit to the board of an existing school administrative unit, a plan for joining the existing school administrative unit. If approved, the plan shall be submitted to the state board of education and the school district voters in accordance with this section.

(d) The planning committee shall submit a copy of the proposed plan to the several school districts and shall hold at least one public hearing no less than 14 days prior to submission to the state board. Within 60 days, the state board of education shall review the proposed plan for administrative structure and to determine whether or not the proposed plan complies with the requirements of this section and RSA 194-C:4.

(e) If in the opinion of the state board, all requirements have been met, it shall forward the plan to the school district clerk for a vote at a regular or special school district meeting.

(f) If the state board of education determines that all requirements have not been properly addressed, the deficiencies shall be noted and the plan shall be promptly returned for revision. When the plan is resubmitted, the state board of education shall promptly return the plan and make a recommendation for or against its adoption based on whether or not the plan complies with the requirements of this section and RSA 194-C:4. This recommendation shall be reported to the legislative body of the school district. The state board shall not have veto power over any plan once it is resubmitted by the planning committee.

(g) The state board shall submit the plan for district withdrawal from a school administrative unit to the school board of the withdrawing district for acceptance by the district as provided in subparagraph (h). Upon such submission, the state board shall cause the approved plan to be published once at the expense of the state in media of general availability and usage within the district which proposes to withdraw from a school administrative unit.

(h) Upon the receipt of written notice of the state board's recommendation of the plan, the plan shall be submitted for approval by the school district under the procedures outlined in paragraph I of this section. The question shall be in substantially the following form:

"Shall the school district accept the provisions of RSA 194-C providing for the withdrawal from a school administrative unit involving school districts of _____ and _____ etc., in accordance with the provisions of the proposed plan?"

Yes _____ No _____

(i) If $\frac{3}{5}$ of the votes cast on the question in the withdrawing district shall vote in the affirmative, the clerk of that district shall forthwith send to the state board a certified copy of the warrant, certificate of posting, evidence of publication, if required, and minutes of the meeting in the district. If the state board finds that $\frac{3}{5}$ of the votes cast in that district meeting have voted in favor of withdrawing from the school administrative unit, it shall issue its certificate to that effect; and such certificate shall be conclusive evidence of the lawful organization and formation of the new, single district school administrative unit as of the date of its issuance.

HISTORY

Source. 1996, 298:3. 1997, 245:1-3. 1999, 287:1, 3, eff. Sept. 14, 1999. 2010, 5:1, eff. June 18, 2010.

Amendments—2010. Amended section generally.

—1999. Paragraph IV(b)(4): Added by ch. 287:3.

Paragraph VI: Chapter 287:1 substituted "hold at least one public hearing no less than 14 days prior" for "hold public hearing at least 60 days prior" in the first sentence.

—1997. Paragraph I: Chapter 245:1 deleted the former proviso from the end of subpar. (a) regarding prior votes.

Paragraph II(b)(2): Amended generally by ch. 245:2.

Paragraph IV: Amended generally by ch. 245:3.

Paragraph V: Chapter 245:3 substituted "RSA 194-C:2, VI and VII" for "RSA 194-C:2, V and VI" in the second sentence of subpar. (a), and "hearing" for "forum" in two places in subpar. (b).

Paragraph VI: Amended generally by ch. 245:3.

Paragraph VII(b): Amended generally by ch. 245:3.

Paragraph VIII(a): Chapter 245:3 substituted "subparagraph (b)" for "paragraph VI" at the end of the first sentence.

Paragraph VIII(b): Amended generally by ch. 245:3.

LIBRARY REFERENCES

West Key Number

Schools \Leftrightarrow 45, 63.

Westlaw Topic

Westlaw Topic No. 345.

CJS

C.J.S. Schools and School Districts §§ 7, 74, 76, 110, 112, 114, 116, 129, 141 to 142, 168 to 191, 194 to 195, 218, 244, 248, 253, 259, 264 to 265, 321, 341 to 342, 346, 725.

194-C:3 Single District School Administrative Units; Exemption. Single district school administrative units shall be considered the same as a single school district and shall be exempt from meeting the requirements of this chapter, except that they shall provide superintendent services pursuant to RSA 194-C:4.

HISTORY

Source. 1996, 298:3, eff. Aug. 9, 1996.

CROSS REFERENCES

Single district school administrative units, see RSA 194:1-a.

LIBRARY REFERENCES

West Key Number

Schools ⇨63.

Westlaw Topic

Westlaw Topic No. 345.

CJS

C.J.S. Schools and School Districts §§ 110, 112, 114, 116, 129, 141 to 142, 168 to 191, 194 to 195, 218, 244, 248, 253, 259, 264 to 265, 321, 341 to 342, 346, 725.

194-C:4 Superintendent Services. Each school administrative unit or single school district shall provide the following superintendent services:

I. An educational mission which indicates how the interests of pupils will be served under the administrative structure.

II. Governance, organizational structure, and implementation of administrative services including, but not limited to:

(a) Payroll, cash flow, bills, records and files, accounts, reporting requirements, funds management, audits, and coordination with the treasurer, and advisory boards on policies necessary for compliance with all state and federal laws regarding purchasing.

(b) Recruitment, supervision, and evaluation of staff; labor contract negotiation support and the processing of grievances; arrangement for mediation, fact finding, or arbitration; and management of all employee benefits and procedural requirements.

(c) Development, review, and evaluation of curriculum, coordination of the implementation of various curricula, provisions of staff training and professional development, and development and recommendation of policies and practices necessary for compliance relating to curriculum and instruction.

(d) Compliance with laws, regulations, and rules regarding special education, Title IX, the Americans with Disabilities Act, home education, minimum standards, student records, sexual harassment, and other matters as may from time to time occur.

(e) Pupil achievement assessment through grading and state and national assessment procedures and the methods of assessment to be used.

(f) The on-going assessment of district needs relating to student population, program facilities and regulations.

(g) Writing, receiving, disbursement, and the meeting of all federal, state, and local compliance requirements.

(h) Oversight of the provision of insurance, appropriate hearings, litigation, and court issues.

(i) School board operations and the relationship between the board and the district administration.

(j) The daily administration and provision of educational services to students at the school facility including, but not limited to, fiscal affairs; staff, student, and parent safety and building issues; and dealing with citizens at large.

(k) Assignment, usage, and maintenance of administrative and school facilities.

(l) Designation of number, grade or age levels and, as applicable, other information about students to be served.

(m) Pupil governance and discipline, including age-appropriate due process procedures.

(n) Administrative staffing.

(o) Pupil transportation.

(p) Annual budget, inclusive of all sources of funding.

(q) School calendar arrangements and the number and duration of days pupils are to be served pursuant to RSA 189:1.

(r) Identification of consultants to be used for various services.

HISTORY

Source. 1996, 298:3, eff. Aug. 9, 1996. 2010, 5:2, eff. June 18, 2010.

Amendments—2010. Paragraph II: Substituted a comma for “and” following “Governance”; inserted a comma following “organizational structure”; and, substituted “implementation” for “delivery” preceding “of administrative services” in the introductory paragraph.

Paragraph II(b): Inserted a comma following “supervision” and following “fact finding”.

Paragraph II(c): Inserted a comma following “review”; substituted “professional” for “staff” following “training and”; and, inserted “and practices” following “recommendation of policies”.

Paragraph II(g): Inserted “all federal, state, and local” following “meeting of”.

Paragraph II(h): Substituted “Oversight of the provision of insurance, appropriate hearings,” for “Insurance, hearings,”.

Paragraph II(j): Substituted “and parent” for “parent,” and deleted “for” following “issues; and”.

References in text. Title IX, referred to in par. II(d), is Title IX of the Education Amendments of 1972, classified principally to 20 U.S.C. § 1681 et seq., as amended.

The Americans with Disabilities Act, referred to in par. II(d), is classified principally to 42 U.S.C. § 12101 et seq.

CROSS REFERENCES

Agreements between governmental units, joint exercise of powers, see RSA 53-A:3.

Organization, reorganization, and withdrawal, see RSA 194-C:2.

LIBRARY REFERENCES

West Key Number

Schools ⌘45.

Westlaw Topic

Westlaw Topic No. 345.

CJS

C.J.S. Schools and School Districts §§ 7, 74, 76.

UNITED STATES SUPREME COURT

Education, public schools, textbooks and curriculum, relief from court-ordered increase in funding of English language instruction, Equal Educational Opportunities Act, see *Horne v. Flores*, 2009, 129 S.Ct. 2579, 557 U.S. 433, 174 L.Ed.2d 406, on remand 577 F.3d 1014.

194-C:5 Organization and Duties.

I. The school board of each school administrative unit shall meet between April 1 and June 1 in each year, at a time and place fixed by the chairpersons of the several boards, and shall organize by choosing a chairperson, a secretary, and a treasurer.

II. (a) Each school administrative unit shall provide superintendent services to be performed as required by RSA 194-C:4. School districts shall not be required to have a superintendent and may assign these services to one or more administrative personnel working full or part-time; or such services may be independently contracted.

(b) The state board may establish certification requirements for superintendents in smaller and larger districts, and may designate services in addition to those established in RSA 194-C:4.

(c) Other administrative positions may be established, but only after 50 percent or more of the school districts in the school administrative unit representing 60 percent of the total pupils in the school administrative unit has voted favorably upon the establishment of the position.

III. The school board of each school administrative unit shall fix the salaries of all school administrative unit personnel, shall apportion the expense of the salaries and benefits among the several districts, and shall certify the apportionment to their respective treasurers and to the state board of education. The school administrative unit board shall have the authority to remove superintendents and other administrators.

HISTORY

Source. 1996, 298:3, eff. Aug. 9, 1996.

LIBRARY REFERENCES

West Key Number

Schools ⌘45.

Westlaw Topic

Westlaw Topic No. 345.

CJS

C.J.S. Schools and School Districts §§ 7, 74, 76.

194-C:6 Federal Assistance. School administrative unit boards are hereby authorized to cooperate with the federal government or any agency thereof to request, receive and expend federal funds for educational purposes. The receipt and expenditure of federal funds by a school administrative unit shall be accounted for in the same manner as established for federal funds processed through local school districts. Each school administrative unit is hereby directed to establish separate from its operating budget a federal grant account.

HISTORY

Source. 1996, 298:3, eff. Aug. 9, 1996.

194-C:7 Representation. Every school district maintaining one or more public schools shall be entitled to 3 votes on the joint board of school administrative units, plus additional votes as provided in RSA 194-C:8. Districts not maintaining schools shall have one representative on the joint board, who shall be entitled to one vote. Each school district board member present shall be entitled to have a proportionate share of the school district's votes provided that the total votes per district shall be equally divided among the district's board members present and cast as each member present decides on any issue.

HISTORY

Source. 1996, 298:3. 1999, 287:2, eff. Sept. 14, 1999.

Amendments—1999. Substituted “RSA 194-C:8” for “RSA 189:46” in the first sentence.

194-C:8 Weighted Voting. In all votes regarding school administrative unit affairs, including the organization of such unit's school board and selection of officers, each district shall be entitled to one vote for each 16 pupils residing in that district and enrolled in schools under the administrative unit. A balance of 8 or more students shall entitle that district to an additional vote. A balance of fewer than 8 students shall have no net effect on a district's vote. Enrollments shall be based on the average daily membership in residence of each district for the school year which ended in the preceding June. Weighted votes shall only be used upon the demand of a majority of the members of any board present and voting in the school administrative unit. The school board members present at a school administra-

tive unit school board meeting shall be entitled to cast the entire number of votes assigned to their school districts, provided that each representative present shall be entitled to a proportionate share of the total to be cast as provided in RSA 194-C:7.

HISTORY

Source. 1996, 298:3, eff. Aug. 9, 1996.

LIBRARY REFERENCES

West Key Number

Schools ◊45, 63.

Westlaw Topic

Westlaw Topic No. 345.

CJS

C.J.S. Schools and School Districts §§ 7, 74, 76, 110, 112, 114, 116, 129, 141 to 142, 168 to 191, 194 to 195, 218, 244, 248, 253, 259, 264 to 265, 321, 341 to 342, 346, 725.

194-C:9 Budget.

I. At a meeting held before January 1, the school administrative unit board shall adopt a budget required for the expenses of the school administrative unit for the next fiscal year, which budget may include the salary and expenses of supervisors of health, physical education, music, art, and guidance, and any other employees, and shall include the expenses necessary for the operation of the school administrative unit. Superintendents, assistant superintendents, business administrators, teacher consultants, and the regularly employed office personnel of the school administrative unit office shall be deemed employees of the school administrative unit for the purposes of payment of salaries and contributions to the employee's retirement system of the state of New Hampshire and workers' compensation. The school administrative unit board shall apportion the total amount of the budget among the constituent school districts in the following manner: the apportionment shall be based $\frac{1}{2}$ on the average membership in attendance for the previous school year and $\frac{1}{2}$ on the most recently available equalized valuation of each district as of June 30 of the preceding school year. Prior to January 15 in each year, the board shall certify to the chairperson of the school board of each constituent school district the amount so apportioned. Each district within a school administrative unit shall raise at the next annual district meeting the sum of money apportioned to it by the school administrative unit board for the expenses of services which each district received in connection with the school administrative unit office. The school administrative unit board in adopting the budget shall not add any new service to the school administrative unit budget unless a majority of the school districts in the school

administrative unit representing not less than 60 percent of the total pupils in the school administrative unit have voted favorably upon the establishment of the service. A vote to accept a new service shall not be construed as a vote to raise and appropriate money within the meaning of RSA 197:3.

II. The provisions of paragraph I shall not apply to school administrative units comprising only one district. The budget for these units shall be a part of the school district budget and subject to the vote of the annual school district meeting or, for those districts without an annual meeting, by the legislative body.

III. Paragraph I of this section shall not apply to school districts which have adopted the provisions of RSA 194-C:9-a.

HISTORY

Source. 1996, 298:3. 2003, 279:1, eff. Sept. 16, 2003.

Amendments—2003. Paragraph III: Added.

CROSS REFERENCES

Alternative budget procedure, see RSA 194-C:9-b.

Public hearing, see RSA 194-C:10.

LIBRARY REFERENCES

West Key Number

Schools ◊92.

Westlaw Topic

Westlaw Topic No. 345.

CJS

C.J.S. Schools and School Districts §§ 9, 500, 502 to 507, 511.

194-C:9-a Alternative Budget Procedure; Method of Adoption.

I. (a) Each school district, within a school administrative unit that is composed of 2 or more school districts, may vote to adopt the provisions of RSA 194-C:9-b to determine the means for adopting the school administrative unit budget by placing a question on the warrant of their next annual school district meeting. The question shall be voted on in accordance with the ballot and voting procedures in effect in that school district.

(b) The wording of the question shall be: "Shall the voters of the _____ school district within school administrative unit number _____ adopt the provisions of RSA 194-C:9-b to allow for insertion of the school administrative unit budget as a separate warrant article at annual school district meetings?"

(c) If a majority of the voters voting in the school districts within the school administrative unit approve the question, then RSA 194-C:9-b shall apply starting with the next annual school

district meeting of the school districts within that school administrative unit, and shall continue until rescinded. Each school district moderator shall cause a vote by secret ballot to be taken, record the number of yeas and nays, and announce the result of the vote at the annual meeting. The ballots shall be delivered to the moderator of the school district with the latest chronological annual meeting. The moderator of the latest chronological annual meeting shall record the total number of yeas and nays, announce the results of the final vote on the method of adopting the school administrative unit budget, and deliver the ballots to the secretary of the school administrative unit. The secretary of the school administrative unit board shall certify the results to the department of revenue administration.

II. If, in any year, the question presented to the voters in subparagraph I(b) is not adopted, the question may be resubmitted as part of the warrant of the next annual school district meeting, provided each school district within the school administrative unit complies with the petition procedure set forth in RSA 197:6.

III. In order to rescind the adoption of RSA 194-C:9-b, each school district within the school administrative unit shall comply with the petition procedure set forth in RSA 197:6 and upon such compliance, a question shall be placed on the warrant of the next annual school district meeting. The wording of the question shall be: "Shall the voters of the _____ school district within school administrative unit number ____ rescind the adoption of RSA 194-C:9-b, relative to the alternative school administrative unit budget adoption procedure, and adopt the provisions of RSA 194-C:9 as the method for governing the adoption of the school administrative unit budget?" If a majority of the voters voting in the school districts within the school administrative unit approve the question, then the provisions of RSA 194-C:9 shall govern the procedure for adopting the school administrative unit budget in such school administrative unit. Each school district moderator shall cause a secret ballot vote to be taken, record the number of yeas and nays, and announce the result of the vote at the annual meeting. The ballots shall be delivered to the moderator of the school district with the latest chronological annual meeting. The moderator of the latest chronological annual meeting shall record the total number of yeas and nays, announce the results of the final vote on the question of adopting the school administrative unit budget adoption method, and deliver the ballots to the secretary of the

school administrative unit. The secretary of the school administrative unit board shall certify the results to the department of revenue administration.

IV. After a vote to adopt or rescind the alternative school administrative unit budget procedure, the secretary of the school administrative unit shall place the ballots and all envelopes or wrapping which had previously contained them in a suitable container showing the contents and the date of the vote. The ballots shall be retained for 60 days from the date of the vote or any recount, unless further preservation is necessary or unless disposal is enjoined by the superior court.

V. Any registered voter who resides in a school district within the school administrative unit may, in writing, petition the secretary of the school administrative unit for a recount of the vote no later than the Friday following the latest chronological annual meeting of school districts in the school administrative unit. The secretary shall schedule a recount, to be conducted by the school administrative unit, not earlier than 5 days nor later than 10 days after the date the secretary receives the petition.

VI. For any town which has adopted a charter under RSA 49-D:3, the method of adoption shall be the manner of amending the charter as provided under RSA 49-B.

HISTORY

Source. 2003, 279:2. 2004, 75:1-3, eff. May 7, 2004. 2012, 7:1, 2, eff. Mar. 22, 2012.

Amendments—2012. Paragraph I(c): Amended generally by ch. 7:1.

Paragraphs III and IV: Amended generally by ch. 7:2.

Paragraphs V and VI: Added by ch. 7:2.

—2004. Paragraph I(a): Chapter 75:1 deleted "town" following "2 or more" in the first sentence.

Paragraph I(c): Chapter 75:2 inserted "voting" following "majority of voters" in the first sentence, and added the second and third sentences.

Paragraph III: Chapter 75:3 inserted "voting" following "majority of the voters" in the third sentence, and added the fourth and fifth sentences.

LIBRARY REFERENCES

West Key Number

Schools ⋈92.

Westlaw Topic

Westlaw Topic No. 345.

CJS

C.J.S. Schools and School Districts §§ 9, 500, 502 to 507, 511.

194-C:9-b Alternative Budget Procedure.

I. In a school administrative unit composed of 2 or more school districts which has adopted the provisions of RSA 194-C:9-a, the school administrative

unit budget adopted according to RSA 194-C:9, I shall be placed before the voters of each school district of that school administrative unit in a separate warrant article at the annual school district meeting. Notwithstanding RSA 32 and RSA 40:13, the budget adopted by the school administrative unit board shall not be amended or changed in any way prior to the vote. Each school district moderator shall cause a vote by paper ballot to be taken, record the number of yeas and nays, and announce the result of the vote at the annual meeting. The ballots shall be delivered to the moderator of the school district with the latest chronological annual meeting. The moderator of the latest chronological annual meeting shall record the total number of yeas and nays, announce the results of the final vote on the question of adopting the school administrative unit budget, and deliver the ballots to the secretary of the school administrative unit. The secretary of the school administrative unit board shall certify the results to the department of revenue administration. A majority of voters voting in favor shall result in adoption of the budget proposed by the school administrative unit board. If the article receives less than a majority vote, the budget amount accepted shall be that of the previous year adjusted for continuing contracts. Wording of the warrant article shall be as follows:

“Shall the voters of _____ (name of school district) _____ adopt a school administrative unit budget of \$_____ for the forthcoming fiscal year in which \$_____ is assigned to the school budget of this school district?

This year’s adjusted budget of \$_____, with \$_____ assigned to the school budget of this school district, will be adopted if the article does not receive a majority vote of all the school district voters voting in this school administrative unit.”

II. After a vote on the school administrative unit budget, the secretary of the school administrative unit shall place the ballots and all envelopes or wrapping which had previously contained them in a suitable container showing the contents and the date of the vote. The ballots shall be retained for 60 days from the date of the vote or any recount, unless further preservation is necessary or unless disposal is enjoined by the superior court.

III. Any registered voter who resides in a school district within the school administrative unit may, in writing, petition the secretary of the school administrative unit for a recount of the vote no later than the Friday following the latest chronological annual meet-

ing of school districts in the school administrative unit. The secretary shall schedule a recount, to be conducted by the school administrative unit, not earlier than 5 days nor later than 10 days after the date the secretary receives the petition.

IV. This section shall not apply to a school administrative unit that includes a city.

HISTORY

Source. 2003, 279:2. 2004, 75:4, eff. May 7, 2004. 2012, 7:3, eff. Mar. 22, 2012.

Amendments—2012. Amended section generally.

—2004. Amended section generally.

LIBRARY REFERENCES

West Key Number

Schools ☞92.

Westlaw Topic

Westlaw Topic No. 345.

CJS

C.J.S. Schools and School Districts §§ 9, 500, 502 to 507, 511.

194-C:10 Public Hearing. Before final adoption of the school administrative unit budget as provided in RSA 194-C:9, at least one public hearing shall be held within the school administrative unit, at a time and place specified by the school administrative unit board chairperson, upon a preliminary budget prepared by the school administrative unit board. Notice of such public hearing and a summary of the preliminary budget shall be submitted by the secretary of the board for publication in a newspaper of general circulation in the school administrative unit at least 7 days prior to the date of the hearing. The budget, subsequent to its final approval by the school administrative unit board, shall be posted in a public place in each constituent school district and given such other publication as the school administrative unit board may determine.

HISTORY

Source. 1996, 298:3, eff. Aug. 9, 1996.

194-C:11 Legislative Oversight Committee.

[Repealed 2014, 321:2, I, eff. Sept. 30, 2014.]

HISTORY

Former RSA 194-C:11, which was derived from 2004, 244:2, related to the establishment of a legislative oversight committee.

194-C:12 Duties of the Legislative Oversight Committee.

[Repealed 2014, 321:2, II, eff. Sept. 30, 2014.]

HISTORY

Former RSA 194-C:12, which was derived from 2004, 244:2, related to the duties of the legislative oversight committee.

SAU 55 Withdrawal Committee Timeline - 2019

	Monday Week	Milestone	Actual Date	RSA Guidelines	Notes / Outcome
March	11-Mar	Voting Day	March 12 (Tuesday)		
	18-Mar				
	25-Mar				
April	1-Apr	New School Board Sworn In/Appointed	April 4 (Thursday)		
	8-Apr				
	15-Apr				
	22-Apr				
	29-Apr	Committee Meeting #1	May 1 (Wednesday)	Must happen within 30 days of New School Board	Kim Farah - Chair, Barbara Kiszka - Vice Chair
May	6-May	Committee Meeting #2	May 7 (Tuesday)		
	13-May	Committee Meeting #3	May 15 (Wednesday)		
	20-May				
	27-May	Committee Meeting #4	May 28 (Tuesday)		
June	3-Jun				
	10-Jun				
	17-Jun	Committee Meeting #5	June 18 (Tuesday)		
	24-Jun				
July	1-Jul				
	8-Jul	Committee Meeting #6	July 9 (Tuesday)		
	15-Jul				
	22-Jul	Committee Meeting #7 (?)			
	29-Jul	Notice of Public Hearing		No less than 14 days prior to the Public Hearing	
August	5-Aug				
	12-Aug				
	19-Aug	Public Hearing		No less than 14 days prior to submission to State Board	
	26-Aug				
September	2-Sep	Submit Plan to State Board of Education	September 2 (Monday)	BOE Must review within 60 days	
	9-Sep	State Board of Education Meeting	September 12 (Thursday)		Meet 2nd Thursday/month, September - May
	16-Sep				
	23-Sep				
	30-Sep				
October	7-Oct	State Board of Education Meeting	October 10 (Thursday)		
	14-Oct				
	21-Oct	Response By Board of Education	NLT October 25 (Friday)	BOE Must review within 60 days	
	28-Oct				
November	4-Nov				
	11-Nov	State Board of Education Meeting	November 14 (Thursday)		
	18-Nov				
	25-Nov				
December	2-Dec				
	9-Dec				
	16-Dec	State Board of Education Meeting	December 12 (Thursday)		
	23-Dec				
	30-Dec	Submit Warrant Article, if needed		Requires 3/5 of Voter to approve (March 2020)	

NHDOE STUDENTS PER SCHOOL DISTRICT

School/District	# Students	G1	G2	G3	G4	G5	G6	G7	G8	G9	G10	G11	G12
Academy for Science and Design Charter School	525	0	0	0	0	0	85	127	123	61	54	41	34
Allenstown	304	33	37	32	44	44	46	29	39	0	0	0	0
Alton	400	37	54	40	42	51	52	60	64	0	0	0	0
Amherst	1,126	121	128	138	128	129	137	176	169	0	0	0	0
Andover	222	31	22	35	28	29	25	34	18	0	0	0	0
Ashland	136	18	15	14	19	22	11	19	18	0	0	0	0
Auburn	552	54	70	62	68	78	62	79	79	0	0	0	0
Barnstead	393	47	55	53	38	50	56	55	39	0	0	0	0
Barrington	799	96	94	104	84	114	103	102	102	0	0	0	0
Bartlett	167	16	16	12	18	24	13	38	30	0	0	0	0
Bath	65	9	11	13	9	13	10	0	0	0	0	0	0
Bedford	4,251	301	316	311	353	353	359	385	381	377	385	360	370
Berlin	1,077	79	66	94	73	78	77	96	98	97	118	100	101
Bethlehem	131	21	16	25	15	30	24	0	0	0	0	0	0
Bow	1,487	84	95	97	86	88	112	147	153	153	171	169	132
Brentwood	258	42	57	41	61	57	0	0	0	0	0	0	0
Brookline	448	65	69	73	73	67	101	0	0	0	0	0	0
Campton	257	27	26	30	34	36	35	31	38	0	0	0	0
Candia	295	37	30	29	38	37	34	51	39	0	0	0	0
Chester	475	49	46	51	62	46	72	63	86	0	0	0	0
Chesterfield	256	30	42	24	33	17	43	33	34	0	0	0	0
Chichester	196	25	16	26	24	23	25	26	31	0	0	0	0
Claremont	1,613	135	128	131	159	137	114	137	126	152	129	127	138
Cocheco Academy for the Arts	66	0	0	0	0	0	0	0	0	19	14	10	23
Coe-Brown Northwood Academy	710	0	0	0	0	0	0	0	0	196	179	153	182
Colebrook	318	26	24	30	19	24	24	25	22	34	37	27	26
Compass Classical Academy Charter School	72	9	16	11	18	13	5	0	0	0	0	0	0
Concord	4,269	291	313	336	335	339	314	324	352	391	467	353	454
Contoocook Valley	1,994	148	136	158	163	145	163	169	175	177	160	194	206
Conway	1,664	107	97	102	107	116	105	146	135	185	212	201	151
Cornish	75	9	5	12	8	9	10	7	15	0	0	0	0
Croydon	20	2	7	6	5	0	0	0	0	0	0	0	0
CSI Charter School	49	0	0	0	0	0	0	0	0	2	1	5	41
Deerfield	425	54	64	49	55	44	62	46	51	0	0	0	0
Derry Cooperative	3,029	359	329	365	396	392	374	400	414	0	0	0	0
Dover	3,657	300	292	289	284	293	312	309	266	324	351	329	308
Dresden	1,122	0	0	0	0	0	90	150	133	208	183	165	193
Dunbarton	181	26	31	31	41	31	21	0	0	0	0	0	0
East Kingston	123	22	19	27	29	26	0	0	0	0	0	0	0
Epping	891	87	71	70	81	74	80	73	78	68	78	57	74
Epsom	391	34	62	45	53	42	52	47	56	0	0	0	0
Errol	12	3	1	1	2	3	2	0	0	0	0	0	0
Exeter	821	151	160	185	163	162	0	0	0	0	0	0	0
Exeter Region Cooperative	2,997	0	0	0	0	0	451	420	441	416	451	425	393
Fall Mountain Regional	1,366	98	105	124	106	107	100	112	121	114	130	131	118
Farmington	821	62	78	73	72	58	67	79	69	77	59	62	65
Franklin	992	91	90	76	88	78	75	81	76	121	86	64	66
Freedom	47	6	9	12	7	4	9	0	0	0	0	0	0
Fremont	368	39	46	44	44	45	43	53	54	0	0	0	0
Gate City Charter School For the Arts	154	19	20	20	19	18	20	18	20	0	0	0	0
Gilford	1,109	71	74	66	73	81	72	85	96	127	102	128	134

NHDOE STUDENTS PER SCHOOL DISTRICT

School/District	# Students	G1	G2	G3	G4	G5	G6	G7	G8	G9	G10	G11	G12
Gilmanton	359	42	37	41	51	55	44	47	42	0	0	0	0
Goffstown	2,607	155	158	164	146	186	163	242	286	323	282	230	272
Gorham Randolph Shelburne Cooperative	389	26	29	23	36	28	35	42	36	34	31	31	38
Governor Wentworth Regional	2,141	152	176	147	163	148	199	173	179	209	189	204	202
Granite State Arts Academy Charter School	131	0	0	0	0	0	0	0	0	32	38	35	26
Grantham	181	31	24	24	32	33	37	0	0	0	0	0	0
Great Bay eLearning Charter School	150	0	0	0	0	0	0	7	17	29	29	31	37
Greenland	358	40	49	51	41	48	43	42	44	0	0	0	0
Hampstead	788	77	88	88	77	104	107	121	126	0	0	0	0
Hampton	990	101	116	103	134	134	141	129	132	0	0	0	0
Hampton Falls	220	17	32	16	33	30	30	33	29	0	0	0	0
Hanover	392	73	86	65	91	77	0	0	0	0	0	0	0
Harrisville	43	7	11	5	10	3	7	0	0	0	0	0	0
Haverhill Cooperative	587	42	46	45	52	42	55	50	49	46	52	58	50
Henniker	331	44	47	45	44	43	40	33	35	0	0	0	0
Hill	53	8	6	14	10	7	8	0	0	0	0	0	0
Hillsboro-Deering Cooperative	1,055	72	82	80	74	106	99	99	101	99	82	80	81
Hinsdale	471	46	41	36	50	42	36	35	38	40	42	33	32
Holderness	141	16	15	9	23	17	19	17	25	0	0	0	0
Hollis	577	79	86	95	117	94	106	0	0	0	0	0	0
Hollis-Brookline Cooperative	1,247	0	0	0	0	0	0	209	209	202	208	179	240
Hooksett	1,192	136	129	139	147	163	171	154	153	0	0	0	0
Hopkinton	823	58	59	56	62	77	77	87	76	81	65	68	57
Hudson	3,299	233	203	249	272	278	275	267	255	326	336	287	318
Inter-Lakes Cooperative	947	74	62	83	75	83	65	94	81	80	93	80	77
Jackson	36	1	10	5	8	6	6	0	0	0	0	0	0
Jaffrey-Rindge Cooperative	1,262	105	111	107	129	116	104	110	90	96	99	99	96
John Stark Regional	673	0	0	0	0	0	0	0	0	169	178	165	161
Kearsarge Regional	1,631	118	142	131	128	136	154	136	131	138	149	136	132
Keene	3,016	183	192	208	198	189	218	224	230	365	343	362	304
Kensington	85	14	19	14	17	21	0	0	0	0	0	0	0
Laconia	1,747	158	147	168	172	139	132	144	138	134	130	151	134
Lafayette Regional	107	12	12	22	22	21	18	0	0	0	0	0	0
Landaff	9	3	3	3	0	0	0	0	0	0	0	0	0
Lebanon	1,520	103	114	123	100	98	103	145	123	155	155	135	166
Ledyard Charter School	33	0	0	0	0	0	0	0	0	4	7	16	6
Lempster	84	10	7	14	13	11	6	12	11	0	0	0	0
Lincoln-Woodstock Cooperative	282	25	19	25	29	19	25	22	26	26	21	25	20
Lisbon Regional	317	23	19	20	25	21	21	50	30	28	31	19	30
Litchfield	1,257	85	88	85	82	106	119	111	119	115	123	131	93
Littleton	663	48	49	56	49	72	56	43	66	67	56	57	44
Londonderry	3,991	283	263	300	305	299	336	341	343	356	375	402	388
Lyme	188	21	21	18	23	25	18	34	28	0	0	0	0
Madison	119	20	11	20	18	26	24	0	0	0	0	0	0
Making Community Connections Charter School	159	0	0	0	0	0	5	10	9	57	40	24	14
Manchester	12,492	1,049	1,089	1,100	1,058	1,055	1,000	1,012	938	1,287	1,047	1,011	846
Marlborough	161	17	18	25	26	21	18	18	18	0	0	0	0
Marlow	29	3	6	4	6	6	4	0	0	0	0	0	0
Mascenic Regional	959	74	79	77	81	78	74	87	69	95	87	71	87
Mascoma Valley Regional	1,028	68	90	100	87	92	94	71	100	86	76	86	78
Mason	59	11	12	10	13	13	0	0	0	0	0	0	0

NHDOE STUDENTS PER SCHOOL DISTRICT

School/District	# Students	G1	G2	G3	G4	G5	G6	G7	G8	G9	G10	G11	G12
Merrimack	3,393	262	261	284	255	295	265	315	282	306	271	314	283
Merrimack Valley	2,280	161	159	181	194	172	181	190	202	205	227	196	212
MicroSociety Academy Charter School of Southern NH	130	19	21	22	22	23	23	0	0	0	0	0	0
Middleton	119	15	23	20	22	17	22	0	0	0	0	0	0
Milan	92	16	12	18	11	19	16	0	0	0	0	0	0
Milford	2,203	136	158	161	180	145	207	186	202	219	205	224	180
Mill Falls Charter School	144	24	24	24	34	28	10	0	0	0	0	0	0
Milton	493	40	49	47	41	41	36	37	35	59	46	34	28
Monadnock Regional	1,443	128	134	131	113	108	108	107	137	122	120	116	119
Monroe	70	12	7	6	5	10	11	13	6	0	0	0	0
Mont Vernon	160	21	29	28	24	32	26	0	0	0	0	0	0
Moultonborough	457	35	31	40	29	33	32	44	28	60	31	47	47
Mountain Village Charter School	73	19	20	11	14	9	0	0	0	0	0	0	0
Nashua	10,182	819	838	900	878	879	777	817	755	1,036	905	802	776
Nelson	52	11	12	11	6	12	0	0	0	0	0	0	0
New Boston	469	61	75	86	81	79	87	0	0	0	0	0	0
New Castle	43	4	13	6	7	8	5	0	0	0	0	0	0
Newfields	106	20	24	19	28	15	0	0	0	0	0	0	0
Newfound Area	1,107	81	85	69	91	98	97	108	92	111	92	90	93
Newington	38	8	6	4	5	9	6	0	0	0	0	0	0
Newmarket	930	76	79	99	85	101	65	94	85	62	63	69	52
Newport	908	66	65	88	61	58	68	70	97	81	77	75	102
Next Charter School	66	0	0	0	0	0	0	0	0	16	15	13	22
North Country Charter Academy	44	0	0	0	0	0	0	0	0	0	8	15	21
North Hampton	355	26	44	33	48	43	36	60	65	0	0	0	0
Northumberland	331	18	26	17	24	28	18	29	31	40	33	31	36
Northwood	341	39	37	38	44	50	36	47	50	0	0	0	0
Nottingham	485	52	52	70	62	62	67	58	62	0	0	0	0
Oyster River Coop	1,997	132	144	141	160	151	167	163	175	210	184	187	183
PACE Career Academy Charter School	36	0	0	0	0	0	0	0	0	15	6	10	5
Pelham	1,833	106	131	123	146	171	166	149	186	179	141	176	159
Pembroke	1,479	79	71	97	82	84	93	77	86	238	212	202	158
Pemi-Baker Regional	674	0	0	0	0	0	0	0	0	172	174	174	154
Piermont	48	8	4	3	11	5	5	6	6	0	0	0	0
Pinkerton Academy	3,166	0	0	0	0	0	0	0	0	884	812	768	702
Pittsburg	91	6	8	8	9	4	7	8	6	8	5	8	14
Pittsfield	503	37	56	32	44	50	44	35	39	71	45	31	19
Plainfield	170	27	20	16	26	23	16	23	19	0	0	0	0
Plymouth	350	42	34	45	42	51	39	46	51	0	0	0	0
Polaris Charter School	111	15	21	26	24	20	5	0	0	0	0	0	0
Portsmouth	2,419	162	163	170	166	150	172	188	161	274	292	266	255
Profile	218	0	0	0	0	0	0	41	35	28	43	41	30
Prospect Mountain JMA	496	0	0	0	0	0	0	0	0	129	114	136	117
Raymond	1,207	88	94	105	99	99	91	120	91	134	95	100	91
Robert Frost Charter School	39	5	14	4	4	2	8	0	2	0	0	0	0
Rochester	3,858	282	330	282	309	334	302	277	309	395	376	356	306
Rollinsford	140	21	20	26	20	28	25	0	0	0	0	0	0
Rumney	94	9	10	10	11	18	12	11	13	0	0	0	0
Rye	391	50	46	37	48	60	46	45	59	0	0	0	0
Salem	3,339	280	236	260	281	257	288	290	301	305	285	297	259
Sanborn Regional	1,516	80	100	101	104	115	94	138	130	185	162	152	155

NHDOE STUDENTS PER SCHOOL DISTRICT

School/District	# Students	G1	G2	G3	G4	G5	G6	G7	G8	G9	G10	G11	G12
Seabrook	604	80	76	76	80	72	74	77	69	0	0	0	0
Seacoast Charter School	240	32	34	26	38	34	32	22	22	0	0	0	0
Shaker Regional	1,200	108	105	105	98	98	85	99	101	105	120	83	93
Somersworth	1,435	123	122	130	119	131	107	123	107	124	109	119	121
Souhegan Cooperative	831	0	0	0	0	0	0	0	0	188	181	237	225
South Hampton	63	7	8	4	8	12	8	8	8	0	0	0	0
Stark	23	1	5	4	5	2	6	0	0	0	0	0	0
Stewartstown	66	4	4	10	10	9	11	12	6	0	0	0	0
Stoddard	75	14	14	14	11	22	0	0	0	0	0	0	0
Strafford	373	35	35	43	46	51	60	54	49	0	0	0	0
Stratford	50	10	7	3	8	2	8	7	5	0	0	0	0
Stratham	472	71	90	92	102	117	0	0	0	0	0	0	0
Strong Foundations Charter School	199	30	33	34	19	19	21	21	22	0	0	0	0
Sunapee	392	24	26	23	33	28	41	37	36	43	29	29	43
Surry Village Charter School	83	10	10	11	11	11	10	11	9	0	0	0	0
Tamworth	188	20	17	22	28	28	24	21	28	0	0	0	0
TEAMS Charter School	21	0	0	0	0	0	0	0	0	15	5	1	0
The Birches Academy of Academics & Art A Public Charter Sch		25	25	25	26	24	26	21	26	0	0	0	0
	198												
The Founders Academy Charter School	291	0	0	0	0	0	82	87	67	39	16	0	0
Thornton	177	15	19	22	28	23	24	23	23	0	0	0	0
Timberlane Regional	3,215	216	229	257	274	243	271	262	291	301	271	300	300
Unity	101	14	14	13	5	17	13	18	7	0	0	0	0
Virtual Learning Academy Charter School	211	0	0	0	0	0	1	10	18	32	36	41	73
Wakefield	377	51	55	42	56	42	39	40	52	0	0	0	0
Warren	68	11	7	9	12	7	6	9	7	0	0	0	0
Washington	42	4	11	6	10	11	0	0	0	0	0	0	0
Waterville Valley	21	4	3	1	1	4	2	2	4	0	0	0	0
Weare	912	101	113	110	109	134	106	109	130	0	0	0	0
Wentworth	51	7	5	7	4	7	5	6	10	0	0	0	0
Westmoreland	123	9	10	16	16	19	19	20	14	0	0	0	0
White Mountains Regional	1,037	63	70	96	75	112	71	76	85	105	107	88	89
Wilton-Lyndeborough Cooperative	523	47	40	39	52	36	45	45	49	46	41	45	38
Winchester	357	39	46	54	50	52	33	33	50	0	0	0	0
Windham	2,746	177	193	227	249	244	255	259	241	253	227	217	204
Winnacunnet Cooperative	1,024	0	0	0	0	0	0	0	0	265	271	273	215
Winnisquam Regional	1,322	94	112	109	93	116	119	115	118	101	109	115	121
State Total	164,355	12,378	12,885	13,309	13,612	13,718	13,722	14,102	14,075	15,139	14,292	13,785	13,338

SAU SUMMARY

SAU #	SAUName	Super's Salary	# Districts/ SAU	# Students	Teachers' Avg Salary	Super's Salary/Avg Teacher Salary
1	Contoocook Valley SAU Office	\$142,500	1	1994	\$51,533	2.77
2	Inter-Lakes Cooperative SAU	\$123,000	2	1083	\$58,496	2.13
3	Berlin SAU Office	\$119,377	1	1077	\$58,800	2.03
4	Newfound Area SAU Office	\$128,622	1	1107	\$52,358	2.46
5	Oyster River SAU Office	\$167,908	1	1997	\$70,514	2.38
6	Claremont SAU Office	\$120,000	2	1714	\$41,483	2.94
7	Colebrook SAU Office	\$104,030	3	475	\$43,012	2.43
8	Concord SAU Office	\$148,928	1	4269	\$73,531	2.03
9	Conway SAU Office	\$127,308	3	1867	\$55,640	2.33
10	Derry Cooperative SAU Office	\$138,000	1	3029	\$60,787	2.27
11	Dover SAU Office	\$143,000	1	3657	\$54,915	2.60
12	Londonderry SAU Office	\$135,960	1	3991	\$64,452	2.11
13	Tamworth SAU Office	78.00 hr	3	354	\$54,236	
14	Epping SAU Office	\$125,664	1	891	\$55,766	2.25
15	Hooksett SAU Office	\$148,000	3	2039	\$55,449	2.67
16	Exeter SAU Office	\$155,485	7	4862	\$71,771	2.18
17	Sanborn Regional SAU Office	\$138,750	1	1516	\$51,912	2.67
18	Franklin SAU Office	\$125,454	1	992	\$44,676	2.81
19	Goffstown SAU Office	\$147,305	2	3076	\$54,389	2.72
20	Gorham SAU Office	\$99,000	3	493	\$41,806	2.40
21	Winnacunnet SAU Office	\$155,000	5	2266	\$66,391	2.34
23	Haverhill Cooperative SAU Office	\$119,646	4	736	\$45,484	2.65
24	Henniker SAU Office	\$147,625	4	1991	\$50,828	2.97
25	Bedford SAU Office	\$140,000	1	4251	\$61,536	2.28
26	Merrimack SAU Office	\$158,429	1	3393	\$57,438	2.76
27	Litchfield SAU Office	\$132,500	1	1257	\$57,536	2.30
28	Pelham SAU Office	\$135,000	1	1833	\$37,625	3.59
29	Keene SAU Office	\$151,281	7	3680	\$54,873	2.77
30	Laconia SAU Office	\$140,000	1	1747	\$52,213	2.68
31	Newmarket SAU Office	\$136,578	1	930	\$53,104	2.57
32	Plainfield SAU Office	\$64,045	1	170	\$51,924	1.23
33	Raymond SAU Office	\$117,300	1	1207	\$51,090	2.30
34	Hillsboro-Deering SAU Office	\$149,448	3	1055	\$58,574	2.55
35	SAU #35 Office	\$110,766	5	782	\$56,406	1.98
36	White Mountains Regional SAU	\$115,000	1	1037	\$45,726	2.51
37	Manchester SAU Office	\$165,000	1	12492	\$60,864	2.71
39	Amherst SAU Office	\$135,000	3	2117	\$65,045	2.10
40	Milford SAU Office	\$137,650	1	2203	\$66,566	2.07
41	Hollis-Brookline SAU Office	\$149,331	3	2272	\$59,528	2.51
42	Nashua SAU Office	\$161,925	1	10182	\$60,155	
43	Newport SAU Office	\$99,807	1	908	\$43,399	2.30
44	Northwood SAU Office	\$124,000	3	1199	\$53,567	2.33
45	Moultonborough SAU Office	\$127,000	1	457	\$60,807	2.09
46	Merrimack Valley SAU Office	\$143,518	2	2502	\$55,669	2.58

SAU SUMMARY

SAU #	SAUName	Super's Salary	# Districts/SAU	# Students	Teachers' Avg Salary	Super's Salary/Avg Teacher Salary
47	Jaffrey-Rindge SAU Office	\$134,000	1	1262	\$53,546	2.50
48	Plymouth SAU Office	\$163,435	8	1765	\$58,722	2.83
49	Governor Wentworth Regional	\$141,041	1	2141	\$64,366	2.19
50	Greenland SAU Office	\$136,144	4	830	\$71,114	1.93
51	Pittsfield SAU Office	\$101,736	1	503	\$40,879	2.49
52	Portsmouth SAU Office	\$151,228	1	2419	\$72,563	2.08
53	Pembroke SAU Office	\$126,305	5	2795	\$59,105	2.14
54	Rochester SAU Office	\$138,926	1	3858	\$52,494	2.65
55	Timberlane Regional SAU	\$171,286	2	4003	\$60,422	2.85
56	Somersworth SAU Office	\$137,000	2	1575	\$51,223	2.68
57	Salem SAU Office	\$155,500	1	3339	\$66,368	2.34
58	Northumberland SAU Office	\$95,000	3	404	\$39,222	2.45
59	Winnisquam Regional SAU Office	\$120,000	1	1322	\$49,773	2.41
60	Fall Mountain Regional SAU Office	\$130,000	1	1366	\$55,165	2.36
61	Farmington SAU Office	\$105,060	1	821	\$47,705	2.20
62	Mascoma Valley SAU Office	\$124,000	1	1028	\$55,588	2.23
63	Wilton SAU Office	\$115,464	1	523	\$52,377	2.20
64	Milton SAU Office	\$105,000	1	493	\$48,846	2.15
65	Kearsarge Regional SAU Office	\$147,884	1	1631	\$62,600	2.36
66	Hopkinton SAU Office	\$130,000	1	823	\$64,315	2.02
67	Bow SAU Office	\$137,015	2	1668	\$57,221	2.42
68	Lincoln-Woodstock SAU Office	\$92,754	1	282	\$53,281	1.74
69	Middleton SAU	#N/A	1	119	\$41,750	
70	Hanover SAU Office	\$167,475	2	1514	\$75,704	2.21
71	Lempster SAU Office	\$42,675	1	84	\$50,696	0.84
72	Alton SAU Office	\$88,000	1	400	\$57,293	1.54
73	Gilford SAU Office	\$123,067	1	1109	\$60,457	2.04
74	Barrington SAU Office	\$112,200	1	799	\$50,743	2.21
75	Grantham SAU Office	\$68,587	1	181	\$61,014	1.12
76	Lyme SAU Office	\$145,860	1	188	\$71,965	2.03
77	Monroe SAU Office	\$77,340	1	70	\$53,989	1.43
78	Rivendell Interstate SAU Office	\$100,316	1		#N/A	
79	Gilmanton SAU Office	\$68,213	1	359	\$55,775	1.22
80	Shaker Regional SAU Office	\$120,000	1	1200	\$56,144	2.14
81	Hudson SAU Office	\$130,500	1	3299	\$49,695	2.63
82	Chester SAU Office	\$90,500	1	475	\$51,441	1.76
83	Fremont SAU Office	\$80,000	1	368	\$51,430	1.56
84	Littleton SAU Office	\$109,585	1	663	\$55,873	1.96
85	Sunapee SAU Office	\$129,459	1	392	\$68,807	1.88
86	Barnstead SAU Office	\$87,550	1	393	\$43,700	2.00
87	Mascenic Regional SAU Office	\$126,819	1	959	\$52,719	2.41
88	Lebanon SAU Office	\$142,562	1	1520	\$65,533	2.18
89	Mason SAU Office	\$79,181	1	59	\$48,596	1.63
90	Hampton SAU Office	\$138,865	1	990	\$65,937	2.11

SAU SUMMARY

SAU #	SAUName	Super's Salary	# Districts/SAU	# Students	Teachers' Avg Salary	Super's Salary/Avg Teacher Salary
92	Hinsdale SAU Office	\$85,819	1	471	\$47,355	1.81
93	Monadnock Regional SAU Office	\$126,100	1	1443	\$50,922	2.48
94	Winchester SAU Office	\$74,000	1	357	\$50,285	1.47
95	Windham SAU Office	\$150,000	1	2746	\$61,535	2.44
99	Croydon SAU Office	78.00 hr	1	20	\$41,345	
100	Cornish SAU Office	\$56,794	1	75	\$40,384	1.41
101	Wakefield SAU Office	\$80,000	1	377	\$49,900	1.60
103	Hill SAU Office	\$45,600	1	53	\$40,089	1.14
201	Coe-Brown Northwood Academy		1	710	\$72,718	
202	Pinkerton Academy		1	3166	\$58,442	
301	Prospect Mountain JMA	\$80,000	1	496	\$56,949	1.40
401	Charter Schools			3248	\$38,862	

SAU Staffing Comparisons

DISTRICT ENROLLMENT	Timberlane 3215	Derry Co-op 3029	Exeter Co-op 2997	Gov Wentworth 2141	Londonderry 3991
STAFFING	Superintendent Exec Admin to Superintendent Asst Superintendent Business Administrator Director HR Business Operations Coordinator Transportation Coordinator Admin Asst AP Admin Asst Payroll Admin Asst HR Receptionist Exec Asst to BA HR Generalist HR Coordinator	Superintendent Admin Asst Asst Superintendent Admin Asst Business Administrator Human Resources Admin Asst Acct Payable Acct Receivable Accountant Reception Payroll	Superintendent Admin Asst Asst Superintendent of C&A Asst Superintendent for HR Associate Superintendent Accountant Reception Payroll Transportation Coordinator Admin Asst AP/Payroll Accounts Payable Admin to HR Fiscal Services	Superintendent Asst Superintendent Business Administrator Human Resources Acct Payable Bookkeeper Payroll Bookkeeper Payroll Bookkeeper Reception Admin Secretary	Superintendent Admin Asst Asst. Superintendent Business Manager Bookkeeper Payroll Payroll Financial Serv. Manager Benefits Office Assistant Office Assistant HR Director HR Generalist Bookkeeper
TOTAL	14	12	14	10	14
DISTRICT STAFF AT SAU	Student Services Coordinator District Facilities Supervisor Technology Integration Coord. Director Technology Director Pupil Personnel/SPED Dir. Assessment/ Accountability Dir. Curriculum/ Prof. Learning Food Services Director	Director Nutrition Director Student Services Director Support Services Math Coach Director Federal Projects Homeless Liaison Director Technology Director Facilities	Coord. School Safety/Security SPED Administrator Admin Asst SPED Student Services Admin School /Community Coord.	SPED Director Admin to Sped Director Director Curriculum Out District Placement Coordinator Maintenance Supervisor Plant Operation Specialist	Dir. Building/Grounds Pupil Services Office Asst to Facilities Database Administrator Technology Coord. Office Asst SPED Out District Court Facilitator Network Specialist

SAU Withdrawal Links

Ashland SAU#2

https://aes8.org/sites/default/files/Jacqui/Withdrawal%20Study%20Report_17-12-04.pdf

Auburn SAU#15

<http://auburnschoolboard.sau15.net/wp-content/uploads/sites/14/2014/06/FINAL-Withdrawal-Committee-Final-Report-03122017.pdf>

Cornish SAU#6

http://www.cornishnh.net/wp-content/uploads/2014/08/SAU-Committee-Report-12-8-2015_Public-Hearing.pdf

Goshen SAU#71

http://www.goshennh.org/Final_Goshen_Withdrawal_Plan_from_SAU71_10_25_15.pdf

Hindsdale SAU#38

http://www.hnhsd.org/~hsd/files/Announcements/SAU_Withdrawal.pdf

Newport SAU#43

<http://www.sau43.org/home/newport-school-district-withdrawal-study>

Madison SAU#13

<http://www.madison-nh.org/wp-content/uploads/2011/08/SAU-Withdrawal-Plan-Final-Approved-12-9-11.pdf>

Monadnock SAU#38

<https://www.mrsd.org/site/handlers/filedownload.ashx?moduleinstanceid=68&dataid=859&FileName=Withdrawal%20report%20final%200810.pdf>

Summary of other withdrawal plans with brief rationale for decisions:

Ashland SAU#2 chose to look at joining SAU48 to align educational programs, better preparing Ashland Elementary for transition to Plymouth HS. The committee cited cost as the reason not to withdraw and instead opted to create a memorandum of understanding between Ashland School District and SAU48 moving forward in order to best address their concerns surrounding educational impact to students.

Auburn SAU#15 cite the relationship between the Superintendent's Office and the Auburn School Board as problematic and impacting the ability of the two organizations to work collaboratively to guide the school district. Different districts within the SAU had different experiences working with SAU. Despite many attempts over the years to rectify the problems, it appears the differences were irreconcilable.

Findings state, "There are no studies that empirically prove that single district or multi district SAUs are better in terms of curriculum, instruction, professional development, or student achievement....In the absence of empirical evidence, the Sub-Committee identified qualitative benefits and drawbacks of withdrawal." Benefits/drawbacks focused on educational impact. Benefits included curriculum and professional development being more focused on specific needs of Auburn rather than the SAU. Drawbacks cited loss of professional collaboration with SAU and needing to seek out these relationships with other districts. Losing professional resources on SAU website was another concern.

The recommendation was against withdrawal because Auburn felt doing so would distract from a school renovation project being proposed and that the cost to form a stand alone SAU was prohibitive.

Cornish SAU#6 Cornish looked at joining Plainfield and after meeting with Superintendent of SAU32 decided against doing so due to the substantive change in governance that would be required of Plainfield. Specifically, SAU32 would have to move away from a single district SAU which requires 1 board, 1 budget, 1 audit, and 1 set of financial/administrative reports to DRA. If Cornish joined SAU32, it would now be required to have 3 boards, 3 budgets, 3 audits and 2 sets of financial/administrative reports to DRA.

The report went on to state, "Moreover, the disparity in student population and equalized valuation between Plainfield and Cornish would result in an SAU budget apportionment of approximately 66% Plainfield and 34% Cornish."

Cornish recommended moving to a single district SAU and "utilizing the technology services from the Windsor Southeast Supervisory Union (WSESU) just across the river" from them.

Goshen SAU#71 explored withdrawing to form a single district SAU. In part this was driven because "During various withdrawal discussions beginning as early as the 2012-2013 school

year, it became evident that the once collaborative and cooperative relationships between the Towns of Lempster and Goshen regarding the education of both Goshen and Lempster students were heading in divergent and separate directions.”

Some of the benefits cited were more focused effort for the board to work more closely with the schools, full governance of SAU services by citizens and parents of Goshen, autonomy in decision making, long term administrative savings, and more direct and timely communication and implementation of goals.

Goshen did talk with other SAUs about possibility of joining them, however other area SAU were single district SAU and had no desire to make the move to a multi district SAU. As a result the committee recommended moving to a single district SAU.

Hinsdale SAU#38 Since a \$15M building project in 2008 the Hinsdale School District had slowly been moving toward more independence from other schools within SAU38. While there was overlap in the day to day administrative functions, the general servicing of staff and students was independent of other districts within the SAU. Curriculum, staff development, and special ed were all managed locally within Hinsdale School District.

The committee recommended to form a single district SAU and while they recognized that there might be an increase in costs relative to initial set up, they did not find any distinct cost disadvantage when weighed with the fact that 100% of the money spent would be dedicated solely to Hinsdale. Furthermore, the committee was able to identify areas for ongoing cost savings.

One benefit clearly articulated was more focused leadership that is accessible and accountable to one board and the community that it serves. Hinsdale Withdrawal Committee contacted Barnstead, Fremont, Chester, Sunapee, and Bow who had all gone through withdrawal process and moved to a single district SAU. “ When asked if they were pleased with the results of their withdrawal, all responded that it was the right thing to do”. When asked if they were ever given the opportunity to return to a multi district SAU would they do so- they all responded “no”. “Also noted was the superintendent’s singular focus on the needs of one district, without distraction or demands from other districts, was invaluable and well worth any potential additional costs”.

Noted benefits beyond the singular focus to Hinsdale was more productive SAU meetings if streamlined to a single SAU, autonomy in decision making, undivided attention of leaders “without distractions and demands of other districts”, more visibility of Business Manager with better tracking of AP/AR, streamlined budget process, more timely attention and priority to facilities needs, and more streamlined communication.

Newport SAU#43 looked to recommend single district SAU and in the process reviewed Sunapee, Cornish and Croydon noting that in all cases focus on educational needs of only one district and greater fiscal control were two main drivers behind separation. Newport

recommended withdrawal on the basis that having administrative positions divide their time between two districts creates disproportionate amount of support to each district in a combined SAU. Newport also felt a single district SAU would bring a layer of fiscal responsibility directly back to the voters through the budget process. "Overall, the Committee feels that despite the added cost that Newport will take on, the dedication of effort toward our students and staff and the ability to better manage resources and allocate them where they are needed are values that are worth the cost."

One area that was recognized as a benefit of being in a multi district SAU was cooperation with other districts in areas of professional development and distance learning opportunities. Newport felt this level of cooperation could still continue as has been evidenced with withdrawals of Goshen/Lempster, Alton/Barnstead, and Grantham/Lebanon.

The history behind SAUs being designed as a cost effective way to deliver services was recognized, however the committee felt given the current climate shared costs did not necessarily equal good value.

Madison SAU#13 history of this school district is interesting and not at all a typical withdrawal study in that Madison originally was a member district of SAU9. In 1991 Madison, Freedom, and Tamworth withdrew (from SAU9) to form SAU13 in part due to geographical location to Conway, level of service commensurate with financial contribution and disagreement over use of weighted voting policy. By 2008 voters in Madison expressed displeasure over "below average educational performance" and "burgeoning budgets" and authorized forming a committee to look at leaving SAU13 and going back to SAU9.

At that time, the committee recommended against withdrawal. This decision was supported by voters in 2010, but notes that this vote appears to have been influenced by the fact that SAU13 had just hired a new superintendent and new principal. The committee felt that the "new superintendent and principal should be allowed to start their jobs and demonstrate whether they could make the educational and financial improvements apparently desired by the voters of Madison."

In 2010 and 2011, the voters in Madison and the other towns within SAU13 voted against the proposed budget which set the political backdrop to look at withdrawal once again. "In evaluating how the current SAU13 might be able to rise to a level of staffing and performance necessary to deliver services comparable to SAU9, the Study Committee concluded that it would require a significantly higher budget than has already been rejected by voters in SAU13 towns twice in as many years."

In the case of Madison the issue of local control was seen as a drawback, not a benefit of joining SAU9. "The Study Committee concluded that it makes little sense to favor local control over a resource that exhibits inferior performance at significantly higher cost than the alternative" and recommended moving forward with plan to withdraw from SAU13 and join

SAU9. In March 2014 the vote to support the withdrawal plan failed at the polls coming in one vote shy of the 60% needed to pass.

Monadnock SAU#38 Monadnock is a regional school district that looked to withdraw with all its member towns and create a new single district SAU. Identified benefits were eliminating SAU staff from making administrative decisions based on competing interests of different districts, increased involvement and visibility of a superintendent focused on one district, and accountability of performance issues at the SAU.

"The study committee was concerned about the impact of withdrawal on health insurance costs, since the employees of three districts with staff members and the SAU are currently part of a pool and the increase in costs for health insurance was expected to increase by 23% during the 2010-2011 school year. After consulting with the Local Government Center, the committee found that the costs would remain the same or actually be reduced as a single-district SAU."

The committee signed the plan for withdrawal in July 2010 urging voters to support plan to withdraw in July 2011.

SAU 55 Total Enrollment and District Level Staffing

As of May 2019 from SAU data*	Timberlane	Hampstead
Total Students**	3472	1330
Students in SAU 55	3472	850
Professional Staff	409	98
Support Staff	265	84
Total Staff	674	182

*According to DOE enrollment data from Oct 2018

** Hampstead high school students attend Pinkerton Academy

SAU Actual Spend Over Time

(Budgeted)

	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
Salaries	\$737,058	\$742,991	\$766,306	\$775,241	\$794,464	\$836,313	\$908,556	\$956,627	\$1,001,079	\$1,087,615
Operating Expenses										
- Audit	\$6,205	\$6,000	\$5,093	\$5,825	\$6,200	\$6,200	\$7,565	\$7,835	\$7,078	\$10,000
- School Board Expenses	\$400	\$0	\$284	\$1,705	\$124	\$131	\$139	\$598	\$152	\$600
- Conf & Travel Expense	\$8,382	\$10,855	\$8,025	\$13,287	\$16,672	\$10,238	\$13,880	\$18,236	\$19,538	\$20,000
- Course Reimbursement	\$0	\$0	\$0	\$184	\$0	\$4,725	\$5,520	\$3,840	\$3,015	\$5,000
- Technology Services	\$42,700	\$45,700	\$50,700	\$52,750	\$53,750	\$57,450	\$61,100	\$82,928	\$106,330	\$125,268
- Legal Services	\$2,503	\$1,231	\$1,242	\$1,814	\$801	\$400	\$0	\$16,396	\$29,838	\$40,000
- Maintenance of Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200
- Office Rental	\$42,250	\$42,250	\$42,250	\$42,250	\$42,250	\$42,250	\$42,250	\$42,250	\$42,250	\$42,250
- Contracted Services	\$300	\$400	\$992	\$1,200	\$2,148	\$11,147	\$9,456	\$29,855	\$46,191	\$50,500
- Liability Insurance	\$2,805	\$2,793	\$3,152	\$2,933	\$3,138	\$3,267	\$3,424	\$3,434	\$3,532	\$3,600
- Telephone	\$9,900	\$9,000	\$8,500	\$8,500	\$8,750	\$8,750	\$9,500	\$9,250	\$9,250	\$9,250
- Postage	\$4,500	\$4,000	\$3,500	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
- In District Travel	\$4,400	\$4,600	\$4,600	\$3,000	\$5,400	\$5,400	\$5,400	\$5,400	\$7,800	\$5,400
- Supplies	\$8,940	\$9,098	\$9,190	\$7,174	\$7,690	\$7,556	\$8,000	\$8,500	\$8,163	\$8,500
- New Equipment										\$9,250
- Replace Equipment										
- Dues and Fees	\$7,399	\$7,718	\$8,357	\$7,925	\$8,075	\$8,015	\$7,133	\$11,191	\$11,009	\$9,608
- Custodial Service	\$4,511	\$4,511	\$4,577	\$5,000	\$5,500	\$5,500	\$6,000	\$6,500	\$7,000	\$7,000
- Maintenance					\$0	\$0	\$0	\$0	\$0	\$0
- Custodial Supplies	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300
- Electric Service	\$10,000	\$10,000	\$8,000	\$7,500	\$7,000	\$7,000	\$7,000	\$7,500	\$7,500	\$7,500
- Fuel / Natural Gas	\$3,155	\$3,155	\$2,500	\$2,500	\$2,500	\$2,500	\$3,500	\$3,000	\$3,000	\$3,000
- Employee Insurance	\$184,782	\$187,996	\$176,998	\$166,553	\$207,232	\$228,418	\$242,215	\$297,280	\$322,830	\$396,800
- Sick Leave Redemption	\$236	\$3,179	\$1,498	\$2,477	\$7,625	\$3,181	\$3,874	\$54,871	\$4,671	\$4,500
- Employee Retirement	\$69,507	\$68,877	\$73,524	\$65,762	\$89,280	\$90,729	\$102,037	\$122,106	\$117,679	\$121,223
- Social Security	\$54,066	\$55,392	\$60,198	\$56,788	\$62,628	\$62,307	\$67,113	\$75,015	\$80,117	\$82,737
- Unemployment Compensation		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$700
- Workers' Compensation	\$2,709	\$2,381	\$2,238	\$0	\$0	\$0	\$0	\$872	\$2,920	\$2,600
- Other Employee Benefits	\$21,943	\$30,944	\$33,852	\$37,034	\$30,479	\$22,544	\$23,174	\$24,842	\$47,663	\$115,069
- Federal Projects	\$0	\$0		\$0	\$0	\$0	\$1	\$1	\$0	\$1
SUBTOTALS	\$491,893	\$510,380	\$509,570	\$496,461	\$571,542	\$592,008	\$632,581	\$836,000	\$891,826	\$1,084,856
Expenditure Summary	\$1,228,951	\$510,380	\$1,275,876	\$1,271,702	\$1,390,295	\$1,432,890	\$1,556,146	\$1,882,035	\$1,945,182	\$2,172,471

SAU Actual Spend Over Time

(Budgeted)

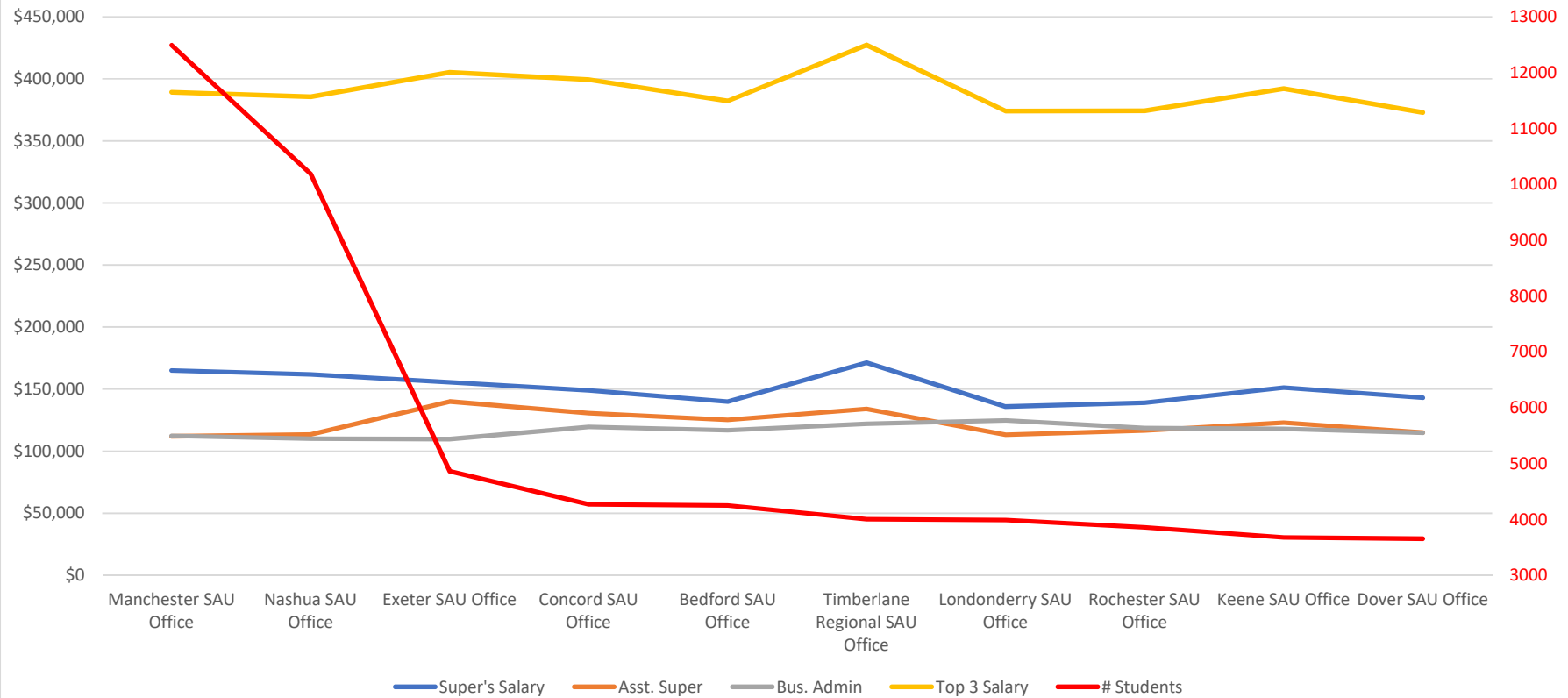
	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
Receipts										
- Beginning Fund Balance	\$128,590	\$20,000	\$56,340	\$13,561	\$25,000	\$9,826	\$25,776	\$25,776	\$66,683	\$25,000
- District Support	\$1,158,294	\$1,253,715	\$1,287,194	\$1,279,654	\$1,326,556	\$1,435,408	\$1,602,819	\$1,922,276	\$1,992,064	\$2,147,469
- Other Income	\$657	\$500	\$557	\$2,331	\$25,290	\$14,822	\$13,962	\$1	\$1	\$1
- Federal Projects	\$0	\$1	\$0	\$0		\$0	\$0	\$1	\$1	\$1
TOTALS	\$1,287,541	\$1,274,216	\$1,344,091	\$1,295,546	\$1,376,846	\$1,460,056	\$1,642,557	\$1,948,054	\$2,058,749	\$2,172,471
Allocation										
- Hampstead	\$260,716	\$278,435	\$285,121	\$288,788	\$298,425	\$322,187	\$364,552	\$441,590	\$474,356	\$508,848
- Timberlane	\$897,578	\$975,280	\$1,002,073	\$990,866	\$1,028,131	\$1,113,221	\$1,238,267	\$1,480,686	\$1,517,708	\$1,651,661
TOTALS	\$1,158,294	\$1,253,715	\$1,287,194	\$1,279,654	\$1,326,556	\$1,435,408	\$1,602,819	\$1,922,276	\$1,992,064	\$2,160,509

SAU CONTRIBUTIONS OVER TIME

Fiscal Year	SAU Budget	Hampstead	TRSD
2019-2020	\$2,086,622	\$497,297	\$1,589,325
2018-2019	\$2,160,509	\$508,848	\$1,651,661
2017-2018	\$1,992,064	\$474,356	\$1,517,708
2016-2017	\$1,922,276	\$441,590	\$1,480,686
2015-2016	\$1,602,819	\$364,552	\$1,238,267
2014-2015	\$1,435,408	\$322,187	\$1,113,221
2013-2014	\$1,326,556	\$298,425	\$1,028,131
2012-2013	\$1,279,654	\$288,788	\$990,866
2011-2012	\$1,287,194	\$285,121	\$1,002,073
2010-2011	\$1,253,715	\$278,435	\$975,280
2009-2010	\$1,158,294	\$260,716	\$897,578

Top 3 Admin Salaries of 10 Largest SAU's

(Superintendent, Asst. Super, Business Administrator)



TOP ADMIN SALARIES - DATA

SAUName	Super's Salary	Asst. Super	Bus. Admin	Top 3 Salary	# Students	Teachers' Avg Salary
Manchester SAU Office	\$165,000	\$112,000	\$112,348	\$389,348	12492	\$60,864
Nashua SAU Office	\$161,925	\$113,550	\$110,211	\$385,686	10182	\$60,155
Exeter SAU Office	\$155,485	\$140,000	\$109,798	\$405,283	4862	\$71,771
Concord SAU Office	\$148,928	\$130,744	\$119,645	\$399,317	4269	\$73,531
Bedford SAU Office	\$140,000	\$125,306	\$116,868	\$382,174	4251	\$61,536
Timberlane Regional SAU Office	\$171,286	\$134,000	\$122,000	\$427,286	4003	\$60,422
Londonderry SAU Office	\$135,960	\$113,300	\$124,815	\$374,075	3991	\$64,452
Rochester SAU Office	\$138,926	\$116,761	\$118,718	\$374,405	3858	\$52,494
Keene SAU Office	\$151,281	\$123,000	\$117,996	\$392,277	3680	\$54,873
Dover SAU Office	\$143,000	\$115,007	\$114,882	\$372,889	3657	\$54,915
Merrimack SAU Office	\$158,429	\$134,217	\$115,754	\$408,400	3393	\$57,438
Salem SAU Office	\$155,500	\$127,300	\$93,550	\$376,350	3339	\$66,368
Hudson SAU Office	\$130,500	\$111,124	\$111,124	\$352,748	3299	\$49,695
Goffstown SAU Office	\$147,305	\$107,866	\$105,000	\$360,171	3076	\$54,389
Derry Cooperative SAU Office	\$138,000	\$119,154	\$116,269	\$373,423	3029	\$60,787
Pembroke SAU Office	\$126,305	\$126,305	\$99,032	\$351,642	2795	\$59,105
Windham SAU Office	\$150,000	\$119,363	\$112,363	\$381,726	2746	\$61,535
Merrimack Valley SAU Office	\$143,518	\$114,800	\$98,913	\$357,231	2502	\$55,669
Portsmouth SAU Office	\$151,228	\$132,885	\$123,827	\$407,940	2419	\$72,563
Hollis-Brookline SAU Office	\$149,331	\$116,000	\$105,371	\$370,702	2272	\$59,528
Winnacunnet SAU Office	\$155,000	\$112,475	\$97,286	\$364,761	2266	\$66,391
Milford SAU Office	\$137,650		\$106,000		2203	\$66,566
Governor Wentworth Regional SAU Office	\$141,041	\$120,308	\$92,358	\$353,707	2141	\$64,366
Amherst SAU Office	\$135,000	\$110,000	\$75,000	\$320,000	2117	\$65,045
Hooksett SAU Office	\$148,000	\$113,348	\$104,826	\$366,174	2039	\$55,449
Oyster River SAU Office	\$167,908	\$122,560	\$113,684	\$404,152	1997	\$70,514
Contoocook Valley SAU Office	\$142,500	\$115,500	\$100,940	\$358,940	1994	\$51,533
Henniker SAU Office	\$147,625	\$115,000	\$89,965	\$352,590	1991	\$50,828
Conway SAU Office	\$127,308	\$102,700	\$83,194	\$313,202	1867	\$55,640
Pelham SAU Office	\$135,000		\$100,087		1833	\$37,625
Plymouth SAU Office	\$163,435	\$110,700	\$93,659	\$367,794	1765	\$58,722
Laconia SAU Office	\$140,000	\$114,330	\$101,846	\$356,176	1747	\$52,213
Claremont SAU Office	\$120,000	\$102,649	\$114,964	\$337,613	1714	\$41,483
Bow SAU Office	\$137,015	\$110,237			1668	\$57,221

TOP ADMIN SALARIES - DATA

SAUName	Super's Salary	Asst. Super	Bus. Admin	Top 3 Salary	# Students	Teachers' Avg Salary
Kearsarge Regional SAU Office	\$147,884	\$117,841	\$117,777	\$383,502	1631	\$62,600
Somersworth SAU Office	\$137,000	\$100,511	\$93,840	\$331,351	1575	\$51,223
Lebanon SAU Office	\$142,562		\$98,132		1520	\$65,533
Sanborn Regional SAU Office	\$138,750		\$128,750		1516	\$51,912
Hanover SAU Office	\$167,475		\$117,500		1514	\$75,704
Monadnock Regional SAU Office	\$126,100		\$95,000		1443	\$50,922
Fall Mountain Regional SAU Office	\$130,000		\$103,505		1366	\$55,165
Winnisquam Regional SAU Office	\$120,000	\$107,897	\$87,250	\$315,147	1322	\$49,773
Jaffrey-Rindge SAU Office	\$134,000		\$93,467		1262	\$53,546
Litchfield SAU Office	\$132,500		\$88,000		1257	\$57,536
Raymond SAU Office	\$117,300		\$97,000		1207	\$51,090
Shaker Regional SAU Office	\$120,000		\$104,557		1200	\$56,144
Northwood SAU Office	\$124,000		\$83,500		1199	\$53,567
Gilford SAU Office	\$123,067	\$118,906			1109	\$60,457
Newfound Area SAU Office	\$128,622		\$98,046		1107	\$52,358
Inter-Lakes Cooperative SAU Office	\$123,000	\$118,000			1083	\$58,496
Berlin SAU Office	\$119,377		\$74,352		1077	\$58,800
Hillsboro-Deering SAU Office	\$149,448	\$110,800	\$89,148	\$349,395	1055	\$58,574
White Mountains Regional SAU Office	\$115,000				1037	\$45,726
Mascoma Valley SAU Office	\$124,000		\$96,181		1028	\$55,588
Franklin SAU Office	\$125,454		\$85,000		992	\$44,676
Hampton SAU Office	\$138,865		\$110,063		990	\$65,937
Mascenic Regional SAU Office	\$126,819	\$93,840	\$83,895	\$304,554	959	\$52,719
Newmarket SAU Office	\$136,578		\$99,774		930	\$53,104
Newport SAU Office	\$99,807				908	\$43,399
Epping SAU Office	\$125,664		\$99,000		891	\$55,766
Greenland SAU Office	\$136,144	\$106,359	\$106,750	\$349,253	830	\$71,114
Hopkinton SAU Office	\$130,000		\$100,006		823	\$64,315
Farmington SAU Office	\$105,060				821	\$47,705
Barrington SAU Office	\$112,200				799	\$50,743
SAU #35 Office	\$110,766				782	\$56,406
Haverhill Cooperative SAU Office	\$119,646		\$98,838		736	\$45,484
Coe-Brown Northwood Academy					710	\$72,718
Littleton SAU Office	\$109,585				663	\$55,873

TOP ADMIN SALARIES - DATA

SAUName	Super's Salary	Asst. Super	Bus. Admin	Top 3 Salary	# Students	Teachers' Avg Salary
Wilton SAU Office	\$115,464				523	\$52,377
Pittsfield SAU Office	\$101,736				503	\$40,879
Prospect Mountain JMA	\$80,000				496	\$56,949
Milton SAU Office	\$105,000				493	\$48,846
Gorham SAU Office	\$99,000				493	\$41,806
Colebrook SAU Office	\$104,030				475	\$43,012
Chester SAU Office	\$90,500				475	\$51,441
Hinsdale SAU Office	\$85,819				471	\$47,355
Moultonborough SAU Office	\$127,000		\$91,500		457	\$60,807
Northumberland SAU Office	\$95,000				404	\$39,222
Alton SAU Office	\$88,000				400	\$57,293
Barnstead SAU Office	\$87,550				393	\$43,700
Sunapee SAU Office	\$129,459		\$95,000		392	\$68,807
Wakefield SAU Office	\$80,000				377	\$49,900
Fremont SAU Office	\$80,000				368	\$51,430
Gilmanton SAU Office	\$68,213				359	\$55,775
Winchester SAU Office	\$74,000				357	\$50,285
Tamworth SAU Office	\$156,000				354	\$54,236
Lincoln-Woodstock SAU Office	\$92,754				282	\$53,281
Lyme SAU Office	\$145,860		\$72,800		188	\$71,965
Grantham SAU Office	\$68,587				181	\$61,014
Plainfield SAU Office	\$64,045				170	\$51,924
Middleton SAU					119	\$41,750
Lempster SAU Office	\$42,675				84	\$50,696
Cornish SAU Office	\$56,794				75	\$40,384
Monroe SAU Office	\$77,340				70	\$53,989
Mason SAU Office	\$79,181				59	\$48,596
Hill SAU Office	\$45,600				53	\$40,089
Croydon SAU Office	\$156,000				20	\$41,345

S.A.U. NO. 55**Timberlane / Hampstead School Districts****30 GREENOUGH ROAD****PLAISTOW, NEW HAMPSHIRE 03865****S.A.U. NO. 55 BUDGET**

			BUDGETED	ACTUAL	BUDGETED	BUDGETED
			<u>2017-2018</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
<u>SALARIES</u>			1,001,079	1,053,356	1,087,615	1,069,598
<u>OPERATING EXPENSES</u>						
2317	330	AUDIT	9,000	7,078	10,000	8,000
2319	310	SCHOOL BOARD EXP	200	152	600	600
2320	580	CONF & TRAVEL EXPENSE	20,000	19,538	20,000	10,000
2390	270	COURSE REIMB	5,000	3,015	5,000	5,000
2390	360	TECHNOLOGY SERVICES	106,330	106,330	125,268	151,060
2390	390	LEGAL SERVICES	40,000	29,838	40,000	40,000
2390	440	MAINT OF EQUIP	200	0	200	200
2390	451	OFFICE RENTAL	42,250	42,250	42,250	42,250
2390	452	CONTRACTED SERVICES	47,440	46,191	50,500	22,416
2390	521	LIABILITY INSURANCE	3,600	3,532	3,600	3,970
2390	531	TELEPHONE	9,250	9,250	9,250	9,250
2390	532	POSTAGE	4,000	4,000	4,000	4,000
2390	580	IN DISTRICT TRAVEL	5,400	7,800	5,400	9,000
2390	610	SUPPLIES	8,500	8,163	8,500	8,500
2390	741	NEW EQUIPMENT	0	0	9,250	0
2390	742	REPLACE EQUIP	0	0	0	0
2390	810	DUES AND FEES	9,538	11,009	9,608	11,778
2620	433	CUSTODIAL SERVICE	7,000	7,000	7,000	7,000
2620	441	MAINTENANCE	0	0	0	0
2620	610	CUSTODIAL SUPPLIES	300	300	300	300

S.A.U. NO. 55 BUDGET

			<u>BUDGETED</u>	<u>ACTUAL</u>	<u>BUDGETED</u>	<u>BUDGETED</u>
			<u>2017-2018</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>
<u>OPERATING EXPENSES (cont'd)</u>						
2620	652	ELECTRICITY	7,500	7,500	7,500	7,500
2620	653	NATURAL GAS	3,000	3,000	3,000	3,000
2900	211	EMP. INSURANCE	375,749	322,830	396,800	367,725
2900	225	SICK LEAVE REDEMPTION	4,500	4,671	4,500	4,700
2900	221	EMP. RETIREMENT	112,323	117,679	121,223	125,377
2900	230	SOCIAL SECURITY	76,927	80,117	82,737	86,479
2900	250	UNEMPLOYMENT COMP.	700	0	700	0
2900	260	WORKERS' COMPENSATION	2,600	2,920	2,600	3,920
2900	290	OTH EMPLOYEE BENEFITS	114,678	47,663	115,069	110,000
5220	880	FEDERAL PROJECTS	1	0	1	1
TOTAL EXPENSE			<u>1,015,986</u>	<u>891,825</u>	<u>1,084,856</u>	<u>1,042,026</u>

EXPENDITURE SUMMARY

SALARIES	1,001,079	1,053,356	1,087,615	1,069,598
OPERATING EXPENSE	1,015,986	891,825	1,084,856	1,042,026
TOTALS	<u>2,017,065</u>	<u>1,945,181</u>	<u>2,172,471</u>	<u>2,111,624</u>

S.A.U. NO. 55 BUDGET

	<u>BUDGETED 2017-2018</u>	<u>ACTUAL 2017-2018</u>	<u>BUDGETED 2018-2019</u>	<u>BUDGETED 2019-2020</u>
<u>RECEIPTS</u>				
BEGINNING FUND BALANCE	25,000	66,683	25,000	25,000
DISTRICT SUPPORT	1,992,064	1,992,064	2,147,469	2,086,622
OTHER INCOME	1	1	1	1
FEDERAL PROJECTS	1	1	1	1
TOTALS	<u>2,017,066</u>	<u>2,058,749</u>	<u>2,172,471</u>	<u>2,111,624</u>

ALLOCATION

<u>DISTRICT</u>	<u>Equalized Valuation 2017</u>	<u>A.D.M. 2016-2017</u>	<u>Percentage 2018-2019</u>	<u>Percentage 2019-2020</u>	<u>Distr. Share 2019-2020</u>
Hampstead	\$1,248,788,229	865.04	23.55%	23.83%	497,297
Timberlane	\$3,290,664,189	3,426.77	76.45%	76.17%	1,589,325
Total	<u>\$4,539,452,418</u>	<u>4,291.81</u>	<u>100.00%</u>	<u>100.00%</u>	<u>\$2,086,622</u>

DISTRICT	2018-2019	2019-2020	DIFFERENCE
HAMPSTEAD	505,777	497,297	(8,480)
TIMBERLANE	<u>1,641,692</u>	<u>1,589,325</u>	<u>(52,367)</u>
	2,147,469	2,086,622	(60,847)

SAU 55 2015-2016 Salaries

<u>Administration</u>		ADDITIONAL												
		PERFORMANCE			VACATION	SICK DAY	COMP TIME	SCH BRD		RETIREMENT		TOTAL	TOTAL SALARIES & ADDITIONAL	
Assignment	2015-2016	INCENTIVE	EXTRA HOURS	SRVC RECOG	BUYOUT	BUYOUT	BUYOUT	CLERK	SUBSTITUTE	INCENTIVE	OTHER	ADDT'L		
Assistant Superintendent	\$ 123,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,000.00	
Business Operations Coordinator *	\$ 61,269	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61,269.00	
Business Administrator	\$ 115,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 115,000.00	
Assistant Business Administrator	\$ -	\$ -	\$ -	\$ -	\$ 8,813.00	\$ 10,558.00	\$ 821.00	\$ -	\$ -	\$ -	\$ -	\$ 20,192.00	\$ 20,192.00	
Director of Human Resources	\$ 75,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 160.00	\$ -	\$ -	\$ -	\$ 160.00	\$ 75,160.00	
Superintendent	\$ 149,450	\$ 5,600.00	\$ -	\$ -	\$ -	\$ -	\$ 11,415.00	\$ -	\$ -	\$ -	\$ -	\$ 17,015.00	\$ 166,465.00	
Transportation Coordinator	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	
	\$ 573,719	\$ 5,600.00	\$ -	\$ -	\$ 8,813.00	\$ 10,558.00	\$ 12,236.00	\$ 160.00	\$ -	\$ -	\$ -	\$ 37,367.00	\$ 611,086.00	

<u>Support</u>		ADDITIONAL												
		PERFORMANCE			VACATION	SICK DAY	COMP TIME	SCH BRD	RETIREMENT		TOTAL	TOTAL SALARIES &		
Assignment	2015-2016	INCENTIVE	EXTRA HOURS	SRVC RECOG	BUYOUT	BUYOUT	BUYOUT	CLERK	SUBSTITUTE	INCENTIVE	OTHER	ADDT'L	ADDITIONAL	
Administrative Assistant - Accounts Payable	\$ 39,276	\$ -	\$ 65.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65.00	\$ 39,341.00	
Administrative Assistant - Business/Payroll	\$ 39,694	\$ -	\$ 33.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33.00	\$ 39,727.00	
Administrative Assistant - HR	\$ 38,311	\$ -	\$ 1,208.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,208.00	\$ 39,519.00	
Administrative Assistant - HR *	\$ 9,288	\$ -	\$ 632.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 632.00	\$ 9,920.00	
Administrative Assistant - Payroll	\$ 39,876	\$ -	\$ 186.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 186.00	\$ 40,062.00	
Chief Executive Admin Asst to the Superintendent	\$ 54,600	\$ -	\$ 14,854.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ 15,054.00	\$ 69,654.00	
Human Resources Specialist	\$ 46,009	\$ -	\$ 6,304.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,304.00	\$ 52,313.00	
Receptionist (salary 50/50 SAU/TRSD)	\$ 19,510	\$ -	\$ 378.00	\$ 546.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 924.00	\$ 20,434.00	
SUBSTITUTE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,512.00	\$ -	\$ -	\$ 1,512.00	\$ 1,512.00	
	\$ 286,564	\$ -	\$ 23,660.00	\$ 546.00	\$ -	\$ -	\$ -	\$ 200.00	\$ 1,512.00	\$ -	\$ -	\$ 25,918.00	\$ 312,482.00	

* amount prorated	\$ 860,283	\$ 5,600.00	\$ 23,660.00	\$ 546.00	\$ 8,813.00	\$ 10,558.00	\$ 12,236.00	\$ 360.00	\$ 1,512.00	\$ -	\$ -	\$ 63,285.00	\$ 923,568.00
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SAU 55 2016-2017 Salaries

<u>Administration</u>		ADDITIONAL												
		PERFORMANCE			VACATION	SICK DAY	COMP TIME	SCH BRD		RETIREMENT		TOTAL	TOTAL SALARIES & ADDITIONAL	
Assignment	2016-2017	INCENTIVE	EXTRA HOURS	SRVC RECOG	BUYOUT	BUYOUT	BUYOUT	CLERK	SUBSTITUTE	INCENTIVE	OTHER	ADDT'L		
Assistant Superintendent	\$ 127,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127,000.00	
Business Administrator	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,798.00	\$ -	\$ -	\$ 25,200.00	\$ -	\$ 39,998.00	\$ 159,998.00	
Business Operations Coordinator	\$ 93,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,000.00	
Director of Human Resources	\$ 82,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 82,000.00	
Superintendent	\$ 155,055	\$ 5,978.00	\$ -	\$ -	\$ -	\$ -	\$ 11,717.00	\$ -	\$ -	\$ -	\$ -	\$ 17,695.00	\$ 172,750.00	
Transportation Coordinator	\$ 53,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,000.00	
	\$ 630,055	\$ 5,978.00	\$ -	\$ -	\$ -	\$ -	\$ 26,515.00	\$ -	\$ -	\$ 25,200.00	\$ -	\$ 57,693.00	\$ 687,748.00	

<u>Support</u>		ADDITIONAL												
		PERFORMANCE			VACATION	SICK DAY	COMP TIME	SCH BRD		RETIREMENT		TOTAL	TOTAL SALARIES & ADDITIONAL	
Assignment	2016-2017	INCENTIVE	EXTRA HOURS	SRVC RECOG	BUYOUT	BUYOUT	BUYOUT	CLERK	SUBSTITUTE	INCENTIVE	OTHER	ADDT'L		
Administrative Assistant - Accounts Payable	\$ 40,641	\$ -	\$ 117.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117.00	\$ 40,758.00	
Administrative Assistant - Business/Payroll	\$ 41,132	\$ -	\$ 11.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11.00	\$ 41,143.00	
Administrative Assistant - HR	\$ 36,336	\$ -	\$ 2,588.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,588.00	\$ 38,924.00	
Administrative Assistant - Payroll	\$ 41,296	\$ -	\$ 652.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 476.00	\$ 1,128.00	\$ 42,424.00	
Chief Executive Admin Asst to the Superintendent	\$ 58,149	\$ -	\$ 12,125.00	\$ -	\$ -	\$ -	\$ -	\$ 940.00	\$ -	\$ -	\$ 1,118.00	\$ 14,183.00	\$ 72,332.00	
Human Resources Benefits Specialist	\$ 39,585	\$ -	\$ 1,136.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,136.00	\$ 40,721.00	
Human Resources Specialist	\$ 48,321	\$ -	\$ 9,658.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 929.00	\$ 10,587.00	\$ 58,908.00	
Receptionist (salary 50/50 SAU/TRSD)	\$ 20,111	\$ -	\$ 139.00	\$ 1,092.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,231.00	\$ 21,342.00	
SUBSTITUTE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,752.00	\$ -	\$ -	\$ 1,752.00	\$ 1,752.00	
	\$ 325,571	\$ -	\$ 26,426.00	\$ 1,092.00	\$ -	\$ -	\$ -	\$ 940.00	\$ 1,752.00	\$ -	\$ 2,523.00	\$ 32,733.00	\$ 358,304.00	
	\$ 955,626	\$ 5,978.00	\$ 26,426.00	\$ 1,092.00	\$ -	\$ -	\$ 26,515.00	\$ 940.00	\$ 1,752.00	\$ 25,200.00	\$ 2,523.00	\$ 90,426.00	\$ 1,046,052.00	

SAU 55 2017-2018 Salaries

<u>Administration</u>		ADDITIONAL											TOTAL SALARIES & ADDITIONAL
	PERFORMANCE	VACATION			SICK DAY	COMP TIME	SCH BRD	RETIREMENT		OTHER	TOTAL ADDT'L		
Assignment	2017-2018	INCENTIVE	EXTRA HOURS	SRVC RECOG	BUYOUT	BUYOUT	BUYOUT	CLERK	SUBSTITUTE	INCENTIVE	OTHER	TOTAL ADDT'L	
Assistant Superintendent	\$ 131,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,519.00	\$ 2,519.00	\$ 133,519.00
Business Operations Coordinator	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,731.00	\$ 1,731.00	\$ 91,731.00
CFO/Business Administrator	\$ 120,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,308.00	\$ 2,308.00	\$ 122,308.00
Director of Human Resources	\$ 86,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,654.00	\$ 1,654.00	\$ 87,654.00
Superintendent	\$ 159,707	\$ 6,202.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,071.00	\$ 9,273.00	\$ 168,980.00
Transportation Coordinator	\$ 56,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,077.00	\$ 1,077.00	\$ 57,077.00
	\$ 642,707	\$ 6,202.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,360.00	\$ 18,562.00	\$ 661,269.00

<u>Support</u>		ADDITIONAL												
		PERFORMANCE			VACATION	SICK DAY	COMP TIME	SCH BRD	RETIREMENT				TOTAL SALARIES &	
Assignment (mid-year assignment changes)	2017-2018	INCENTIVE	EXTRA HOURS	SRVC RECOG	BUYOUT	BUYOUT	BUYOUT	CLERK	SUBSTITUTE	INCENTIVE	OTHER	TOTAL ADDT'L	ADDITIONAL	
Administrative Assistant - Accounts Payable	\$ 42,866	\$ -	\$ 1,047.00	\$ -	\$ -			\$ -	\$ -	\$ -	\$ 1,051.00	\$ 2,098.00	\$ 44,964.00	
Administrative Assistant - Business/Payroll	\$ 43,744	\$ -	\$ 211.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,302.00	\$ 1,513.00	\$ 45,257.00	
Administrative Assistant - HR *	\$ 23,233	\$ -	\$ 973.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 797.00	\$ 1,770.00	\$ 25,003.00	
Administrative Assistant - HR/ HR Coordinator	\$ 40,335	\$ -	\$ 3,784.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 960.00	\$ 4,744.00	\$ 45,079.00	
Administrative Assistant Payroll *	\$ 9,945	\$ -	\$ 260.00	\$ -	\$ 1,563.00	\$ 6,632.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,455.00	\$ 18,400.00	
Chief Executive Admin Asst to the Superintendent	\$ 61,500	\$ -	\$ 13,623.00	\$ 546.00	\$ -	\$ -	\$ -	\$ 1,060.00	\$ -	\$ -	\$ 1,632.00	\$ 16,861.00	\$ 78,361.00	
Executive Assistant to CFO/BA *	\$ 36,133	\$ -	\$ 9,625.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,571.00	\$ 11,196.00	\$ 47,329.00	
Human Resources Benefits Specialist/Generalist	\$ 42,828	\$ -	\$ 2,266.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 837.00	\$ 3,103.00	\$ 45,931.00	
Human Resources Specialist *	\$ 17,653	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,653.00	
Receptionist (salary 50/50 SAU/TRSD)	\$ 21,000	\$ -	\$ 107.00	\$ 546.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 829.00	\$ 1,482.00	\$ 22,482.00	
SUBSTITUTE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,628.00	\$ -	\$ -	\$ 1,628.00	\$ 1,628.00	
	\$ 339,237	\$ -	\$ 31,896.00	\$ 1,092.00	\$ 1,563.00	\$ 6,632.00	\$ -	\$ 1,060.00	\$ 1,628.00	\$ -	\$ 8,979.00	\$ 52,850.00	\$ 392,087.00	

*amount pro-rated	\$ 981,944	\$ 6,202.00	\$ 31,896.00	\$ 1,092.00	\$ 1,563.00	\$ 6,632.00	\$ -	\$ 1,060.00	\$ 1,628.00	\$ -	\$ 21,339.00	\$ 71,412.00	\$ 1,053,356.00
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SAU 55 2018-2019 Salaries

<u>Administration</u>		ADDITIONAL											TOTAL SALARIES & ADDITIONAL*
		PERFORMANCE			VACATION	SICK DAY	COMP TIME	SCH BRD	RETIREMENT				
Assignment	2018-2019	INCENTIVE	EXTRA HOURS	SRVC RECOG	BUYOUT	BUYOUT	BUYOUT	CLERK	SUBSTITUTE	INCENTIVE	OTHER**	TOTAL ADDT'L	
Assistant Superintendent	\$ 134,000	\$ -	\$ -	\$ -	\$ 10,613.61	\$ 1,507.55	\$ 3,221.15	\$ -	\$ -	\$ -	\$ -	\$ 15,342.31	\$ 149,342.31
Business Operations Coordinator	\$ 92,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92,000.00
CFO/Business Administrator	\$ 122,000	\$ 2,440.00	\$ -	\$ -	\$ -	\$ -	\$ 16,202.06	\$ -	\$ -	\$ -	\$ -	\$ 18,642.06	\$ 140,642.06
Director of Human Resources	\$ 90,000	\$ -	\$ -	\$ -	\$ -	\$ 1,557.69	\$ 16,918.57	\$ -	\$ -	\$ -	\$ -	\$ 18,476.26	\$ 108,476.26
Superintendent	\$ 164,897	\$ 6,388.28	\$ -	\$ -	\$ -	\$ -	\$ 92,364.22	\$ -	\$ -	\$ -	\$ -	\$ 98,752.50	\$ 263,649.50
Transportation Coordinator	\$ 58,000	\$ -	\$ -	\$ -	\$ -	\$ 669.23	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 669.23	\$ 58,669.23
	\$ 660,897	\$ 8,828.28	\$ -	\$ -	\$ 10,613.61	\$ 3,734.47	\$ 128,706.00	\$ -	\$ -	\$ -	\$ -	\$ 151,882.36	\$ 812,779.36

<u>Support</u>		ADDITIONAL											TOTAL SALARIES & ADDITIONAL*
		PERFORMANCE			VACATION	SICK DAY	COMP TIME	SCH BRD	RETIREMENT				
Assignment	2018-2019	INCENTIVE	EXTRA HOURS	SRVC RECOG	BUYOUT	BUYOUT	BUYOUT	CLERK	SUBSTITUTE	INCENTIVE	OTHER**	TOTAL ADDT'L	
Administrative Assistant - Accounts Payable	\$ 44,281	\$ -	\$ 2,606.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,606.37	\$ 46,886.97
Administrative Assistant - Business/Payroll	\$ 45,318	\$ -	\$ 554.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 554.05	\$ 45,872.05
Administrative Assistant - HR	\$ 41,205	\$ -	\$ 1,347.78	\$ 546.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,893.78	\$ 43,098.58
Chief Executive Admin Assistant to the Superintendent	\$ 63,991	\$ -	\$ 12,801.12	\$ 546.00	\$ -	\$ 764.29	\$ -	\$ 4,803.00	\$ -	\$ -	\$ -	\$ 18,914.41	\$ 82,905.61
Executive Assistant to CFO/BA	\$ 56,657	\$ -	\$ 1,821.13	\$ -	\$ -	\$ 1,392.86	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,213.99	\$ 59,870.59
Human Resources Coordinator	\$ 42,661	\$ -	\$ 3,035.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,035.48	\$ 45,696.28
Human Resources Generalist	\$ 44,808	\$ -	\$ 1,304.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,304.91	\$ 46,113.31
NEW SUPPORT POSITION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 360,551.10
Receptionist (salary 50/50 SAU/TRSD)	\$ 21,631	\$ -	\$ 39.60	\$ 546.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 585.60	\$ 546.00
SUBSTITUTES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,899.80	\$ -	\$ -	\$ 3,899.80	\$ 3,899.80
	\$ 360,551	\$ -	\$ 23,510.44	\$ 1,638.00	\$ -	\$ 2,157.15	\$ -	\$ 4,803.00	\$ 3,899.80	\$ -	\$ -	\$ 36,008.39	\$ 396,559.49
	\$ 1,021,448	\$ 8,828.28	\$ 23,510.44	\$ 1,638.00	\$ 10,613.61	\$ 5,891.62	\$ 128,706.00	\$ 4,803.00	\$ 3,899.80	\$ -	\$ -	\$ 187,890.75	\$ 1,209,338.85

* Final Reporting for Salaries may not equal the Total Salaries & Additional listed as certain Additional Compensation components are budgeted and accounted for separately.

SAU 55 Contractual Obligations

Administration

Assignment	Contract Expires	Administrator Benefit Sheet	Retirement Incentive	Vacation Leave Redempt.	Retire Sick Leave Redempt.	Annual Sick Leave Redempt.	Annual Perf. Bonus	Annual Annuity	Mileage	Travel & Conf
Superintendent	8/31/2022	no	no	max 40	no	no	4% max	\$ 10,000	\$ 2,400	as approved
Assistant Superintendent	6/30/2019	yes	1.5% salary x exp; max 45% salary	max 60	50% per diem; max 90 days	30% per diem; days >90	no	3% salary	\$ 1,600	\$1,000 - shared
CFO/Business Administrator	6/30/2021	yes	1.5% salary x exp; max 45% salary	max 60	50% per diem; max 90 days	30% per diem; days >90	4% max	3% salary	\$ 1,000	\$1,000 - shared
Director of Human Resources	6/30/2021	yes	1.5% salary x exp; max 45% salary	max 60	50% per diem; max 90 days	30% per diem; days >90	no	3% salary	\$ 1,200	\$1,000 - shared
Business Operations Coordinator	6/30/2021	yes	1.5% salary x exp; max 45% salary	max 60	50% per diem; max 90 days	30% per diem; days >90	no	3% salary	\$ 2,400	\$1,000 - shared
Transportation Coordinator	6/30/2021	yes	1.5% salary x exp; max 45% salary	max 60	50% per diem; max 90 days	30% per diem; days >90	no	3% salary	\$ 400	\$1,000 - shared

Support

Assignment	Contract Expires	Support Staff Benefit Sheet	Retirement Incentive	Vacation Leave Redempt.	Resign/Retire Sick Leave Redempt.	Annual Sick Leave Redempt.
Chief Executive Admin Assistant to the Superintendent	6/30/2019	yes	1.5% salary x exp; max 45% salary	max 20	\$100 per day; max 90 days	\$100 per day; days >90
Administrative Assistant - Accounts Payable	6/30/2019	yes	1.5% salary x exp; max 45% salary	max 20	\$100 per day; max 90 days	\$100 per day; days >90
Administrative Assistant - Business/Payroll	6/30/2019	yes	1.5% salary x exp; max 45% salary	max 20	\$100 per day; max 90 days	\$100 per day; days >90
Administrative Assistant - HR	6/30/2019	yes	1.5% salary x exp; max 45% salary	max 20	\$100 per day; max 90 days	\$100 per day; days >90
Receptionist (salary 50/50 SAU/TRSD)	6/30/2019	yes	1.5% salary x exp; max 45% salary	max 20	\$100 per day; max 90 days	\$100 per day; days >90
Executive Assistant to CFO/BA	6/30/2019	yes	1.5% salary x exp; max 45% salary	max 20	\$100 per day; max 90 days	\$100 per day; days >90
Human Resources Generalist	6/30/2019	yes	1.5% salary x exp; max 45% salary	max 20	\$100 per day; max 90 days	\$100 per day; days >90
Human Resources Coordinator	6/30/2019	yes	see benefit sheet	max 20	see benefit sheet	see benefit sheet

SAU 55 Contractual Obligations

Maximum Exposure estimated as of June 2019

<u>Administration</u>												
Assignment	Contract Expires	Administrator Benefit Sheet	Retirement Incentive	Vacation Leave Redempt.	Retire Sick Leave Redempt.	Annual Sick Leave Redempt.	Annual Perf. Bonus	Annual Annuity	Mileage	Travel & Conf		
Superintendent	8/31/2022	no	\$ -	\$ 25,369	\$ -	\$ -	\$ 6,596	\$ 10,000	\$ 2,400	as approved		
Assistant Superintendent	6/30/2019	yes	\$ 60,300	\$ 30,923	\$ 23,192	\$ 2,319	\$ -	\$ 4,020	\$ 1,600	\$ 200		
CFO/Business Administrator	6/30/2021	yes	\$ 54,900	\$ 28,154	\$ 21,115	\$ 2,112	\$ 4,880	\$ 3,660	\$ 1,000	\$ 200		
Director of Human Resources	6/30/2021	yes	\$ 40,500	\$ 20,769	\$ 15,577	\$ 1,558	\$ -	\$ 2,700	\$ 1,200	\$ 200		
Business Operations Coordinator	6/30/2021	yes	\$ 41,400	\$ 21,231	\$ 15,923	\$ 1,592	\$ -	\$ 2,760	\$ 2,400	\$ 200		
Transportation Coordinator	6/30/2021	yes	\$ 26,100	\$ 13,385	\$ 10,038	\$ 1,004	\$ -	\$ 1,740	\$ 400	\$ 200		
<u>Support</u>												
Assignment	Contract Expires	Support Staff Benefit Sheet	Retirement Incentive	Vacation Leave Redempt.	Resign/Retire Sick Leave Redempt.	Annual Sick Leave Redempt.						
Chief Executive Admin Assistant to the Superintendent	6/30/2019	yes	\$ 28,800	\$ 4,923	\$ 9,000	\$ 1,500						
Administrative Assistant - Accounts Payable	6/30/2019	yes	\$ 19,927	\$ 3,406	\$ 9,000	\$ 1,500						
Administrative Assistant - Business/Payroll	6/30/2019	yes	\$ 20,393	\$ 3,486	\$ 9,000	\$ 1,500						
Administrative Assistant - HR	6/30/2019	yes	\$ 18,542	\$ 3,170	\$ 9,000	\$ 1,500						
Receptionist (salary 50/50 SAU/TRSD)	6/30/2019	yes	\$ 9,734	\$ 1,664	\$ 9,000	\$ 1,500						
Executive Assistant to CFO/BA	6/30/2019	yes	\$ 25,496	\$ 4,358	\$ 9,000	\$ 1,500						
Human Resources Generalist	6/30/2019	yes	\$ 20,164	\$ 3,447	\$ 9,000	\$ 1,500						
Human Resources Coordinator	6/30/2019	yes	\$ 19,201	\$ 3,282	\$ 9,000	\$ 1,500						

benefit detail values

Timberlane Regional School District
Withdrawal Planning Committee
May 7, 2019

Budgetary Classification Detail - Other Employee Benefits

Sick Day Buyout	\$66,427
Retirement Incentive	\$84,896
Deferred Time Payable	\$106,840
Vacation Time Payable	\$104,930

Budget Account Note:

"Other Employee Benefits" is not budgeted or designed to match spend. Certain benefits become payable at the time of employee separation. "Other Employee Benefits" is used for the purpose of budgeting to raise (and have on hand) cash necessary to pay out certain benefits, particularly at the time of separation. Funds not used for such purposes in any given year build up fund balance to enable payment in a subsequent year.

ex. 10 Employees have a combined liability to the SAU of \$250,000 should they separate or retire from the SAU. It is unlikely ALL 10 employees will separate or retire from the SAU in one year. It is unreasonable therefore to budget the full amount of \$250,000 every year. A portion of that amount is budgeted every year. If \$100K is budgeted, and 2 employees separate and they are owed \$60,000 upon separation or retirement, budgeting \$100,000 allows for the \$60,000 to be available, and the remaining \$40,000 goes to fund balance to act as a buffer in future years.

Timberlane Regional School District
Withdrawal Planning Committee
May 7, 2019

Budgetary Classification Detail - Contracted Services

Benefits Strategies	\$0
Recruiting / Online Advertising	\$3,371
Survey Monkey	\$325
District Courier	\$17,000
SAU Meeting Videographer	\$700
The Omni Group	\$520
Treasurer / Asst Treasurer	\$500

Timberlane Regional School District
Withdrawal Planning Committee
May 7, 2019

Budgetary Classification Detail - Technology

Infinite Visions estimate	\$85,844
Frontline (AppliTrac)	\$3,999
Frontline (AESOP)	\$13,428
TimeClockPlus	\$29,952
Hardware allocation	\$5,720
Edulog	\$4,917
iTouch Biometrics	\$0
Document Mgmt Annual Maint.	\$7,200

Shared Services between Hampstead School District and Timberlane School District

Benefits Strategies Claims Funding

Section 125 Company/Administrator (required document for pre-tax health ins. deductions)
Flex Savings Accounts & Dependent Care Accounts
Cost Savings: *Savings likely; total savings uncertain*

Durham Services

Special Transportation Provider
Cost Savings: *Savings highly likely; total savings uncertain*

First Student

Regular Transportation Provider
Cost Savings: *Timberlane \$613,700 over 5 years; Hampstead \$400,010 over 5 years*

Frontline Technologies

Applitrac Employee Tracking
AESOP - Substitute Coverage Program
Cost Savings: *Savings likely; total savings uncertain*

Greater Haverhill Chamber of Commerce

General representation in business community
Cost Savings: *Savings likely; could be \$295/yr*

LGC Health Trust

Medical (prescription), Dental, Life, and Disability Insurance Coverage
Dedicated Service Rep (only possibly due to combined scale)
- Consistent & Efficient Response Time
Cost Savings: *Savings uncertain*

The Omni Group

Services charges can be sometimes be paid by investment firms
Third Party Administrator 403(b) & 457 plans
Maintain all related documentation for SAU/Districts in fiduciary capacity
Cost Savings: *Savings highly likely; total savings uncertain*

NutriKids

Student meal balance system provider
MySchoolBucks.com integration, PowerSchool integration
Cost Savings: *Savings highly likely; total savings uncertain*

Primex

Workers Comp., General Liability, and Unemployment (HSD)
Cost Savings: *Savings likely; total savings uncertain*

Shared Services between Hampstead School District and Timberlane School District

SafeSchools (Pending)

Training & Communication Platform
Integrated into Teacher Evaluation System
Continued Training & Compliance
Cost Savings: *Savings likely; total savings uncertain*

SchoolDude

Work Order Tracking Assignment/Tracking
Maintenance
Cost Savings: *Savings likely; total savings uncertain*

Vector Solutions

TeachPoint Subscription
Professional Development & Evaluation Tool
Cost Savings: *Savings likely; total savings uncertain*

TimeClockPlus

Shared between 3 Districts
Cost Savings: *Savings likely; total savings uncertain*

TD Bank

Common Etreasury Platform & common Relatinshiop.
Cost Savings: *Savings likely; total savings uncertain*

Tyler Technologies

Infinite Visions (I/V) Enterprise System
Includes Finance, HR, A/P, P/R, and Fixed Assets
Infinite Visions Workflow
ESS (Employee Self-Service Portal)
Utilize One Common Administration Module
Cost Savings: *Savings highly likely; total savings uncertain*

** Subject to modification as further information is obtained.*

SAU 55 Vendor Contractual Obligations

Benefits Strategies Claims Funding

Annual / Rolling

Frontline Technologies

Annual / Rolling

Greater Haverhill Chamber of Commerce

Annual / Rolling

LGC Health Trust

Annual / Rolling (realistically would need > 1 year to change)

The Omni Group

Annual / Rolling

NutriKids

Annual / Rolling

Primex

Annual / Rolling (SAU may opt for 3 year commitment)

SafeSchools (Pending)

None at this time.

TimeClockPlus

Annual / Rolling

TD Bank

Annual / Rolling

Tyler Technologies

Annual / Rolling

Timberlane Regional School District

Description: Lease

Term: 7/1/2017-6/30/2022

Rent: \$42,500 / Yr

** Subject to modification as further information is obtained.*

SAU JOB DESCRIPTIONS

- CFO/Business Administrator
- Director of Human Resources
- Business Operations Coordinator
- Chief Executive Assistance to the Superintendent of Schools
- Executive Assistant to the CFO Business Administrator
- Administrative Assistant Accounts Payable
- Administrative Assistant Business/Payroll
- Human Resource Coordinator/Admin Assistant to the Assistant Superintendent
- Human Resource Generalist
- Administrative Assistant to Human Resources
- Receptionist

SCHOOL ADMINISTRATIVE UNIT NO. 55

Serving the Hampstead and Timberlane School Districts

TITLE Chief Finance Officer/Business Administrator

QUALIFICATIONS:

- B.A. in Business Administration and/or Certification by New Hampshire Department of Education preferred.
- Ten years' experience in financial management accounting preferred.
- Five years in governmental accounting preferred.
- Such alternatives to the above qualifications as the Superintendent of Schools may find appropriate and acceptable.

REPORTS TO: The Superintendent of Schools

JOB GOAL: To administer the business affairs of the School Administrative Unit 55 and Hampstead and Timberlane School Districts in such a way as to provide the most effective use of financial resources available.

PERFORMANCE RESPONSIBILITIES:

Supervisory: Supervises and directs the work for financial, food service, transportation and facilities and grounds operations.

Budget Development:

- Compiles necessary statistical data for the preparation of the fiscal budget
- Develops forms and procedures for the collection and review of budget requests and is responsible for the approval of budget requests in non-instructional areas
- Provides estimates on costs of alternate proposals and programs, and on available income for the annual budget and for long-range planning
- Liaisons with the Budget Committee and School Boards on Budget Development

Purchasing:

- Initiates contacts with vendors relative to supply and equipment availability, invoices, purchase orders and contracts
- Obtains and studies comparative prices and quotations
- Prepares all bidding documents, including notice to bidders, instruction to bidders, specifications and forms of proposal
- Reviews all bids received and selects contractors and manages work in process
- Monitors all purchase requisitions to determine correctness of information, price extensions, and coding information and authorizes all expenditures

Accounting:

- Establishes and supervises a program of accounting and reporting for the financial affairs of the district

- Maintains general, revenue and appropriations ledgers on an encumbrance basis
- Maintains a continuous internal auditing program for all funds
- Prepares reports to the proper staff officials concerning the status of their budgetary accounts
- Supervises the prompt and accurate payment of all district obligations
- Submits a monthly statement to the Superintendent detailing the status of appropriation items and the analysis of problem areas
- Prepares financial reports as required by state and federal agencies
- Prepares Annual reports for each District
- Completes applications for state and federal funds
- Oversees audit preparations and ensures compliance
- Oversees the enterprise-wide financial and human resource information system as well as the district time keeping system
- Liaison with the NH Department of Revenue Administration and NH Department of Education to ensure compliance with state and federal program requirements and reporting
- Assist in collective bargaining negotiations, develop financial scenario modeling to assist in determining financial impact
- Liaison with the NH Municipal Bond Bank to ensure compliance on existing obligations and to obtain estimates on future projects

Payroll and Accounts Payable:

- Oversee the payroll and accounts payable operations for each district and SAU 55
- Ensure timely reporting and approval of employee time by employees and managers
- Ensure compliance with Department of Labor and New Hampshire Retirement System regulations
- Review payroll voucher requests from payroll staff and review actual disbursements

Operation of Plant:

- Coordinates with school building maintenance staff and principals to ensure the security and accountability of school property and for maintaining adequate inventories of property
- Coordinates with school building maintenance staff and principals for the procurement of contract supplies and services for required building maintenance and repairs including necessary architectural and engineering services

Management:

- Assists in recruiting, screening, evaluating and hiring of all business staff
- Interprets and presents school district budgets to the community at large
- Consults with the Superintendent and other personnel on questions relating to the districts business affairs
- Negotiates contracts for the districts insurance programs, and administers proper premium payments
- Administers proper payroll procedures

- Coordinates the financial aspects of the special needs area with the Special Education Director
- Prepares financial plans for future acquisitions and SAU goals
- Supervises the acquisition of computer equipment
- Reviews all bids received, select contractors and manage work in process
- Negotiates any financial loans, bonds or other borrowing by any member district or SAU
- Participates indirectly in contract negotiating by providing figures and financial advice as requested
- Oversees the Food Service Program to ensure programs are in compliance with State and Federal regulations
- Performs other duties as assigned by the Superintendent

Equipment Used:

- General office equipment which may include telephone, copy machine, computers, printers, keyboards, fax machine, etc.

EVALUATION:

- The basis of the evaluation will be the extent to which the above performance responsibilities are successfully handled and the extent to which yearly job goals are met.

WORKING CONDITIONS:

- **Mental demands:** calculating, comparing, editing, problem-solving, evaluating, interpreting, organizing, consulting, analyzing, planning, designing, documenting, specifying, coordinating, implementing, and presenting both simple and complex information and material.
- **Physical demands:** sitting, standing, walking, writing, operating equipment, adjusting, connecting, lifting (to 25 lbs.), and bending, keyboarding, pulling, pushing, and carrying.
- **Environmental conditions:** inside, outside, working around moving objects, working alone, and working with students, faculty, parents, and staff members. Willingness and ability to work with others and to share with others; willingness to support the concept of 'teaming' and a 'team approach' in meeting the needs of the District.

HUMAN RESOURCE DIRECTOR

The Human Resource Director is responsible for driving the central office's Human Resources Department addressing the employment needs of all staff and retirees.

This includes administrative guidance on employee issues, communications and support for all employee benefits, workers compensation, government reporting, recruitment, leaves, retirement, government compliance (FMLA/ ADA), employment contracts and letters of agreement, certification, collective bargaining negotiations and developing the processes to support the union agreements, and proper personnel/medical file retention.

Develop and direct the Human Resource team to provide effective guidance for all staff and retirees including benefits, retirement process, investments, leaves, attendance, certification, future needs, and direction of the district's benefits plans.

Support and develop processes and procedures for School Board policies. Provide ad hoc reports and data associated with salaries, benefits and trends. Address employee issues as needed. Support the needs of both districts.

Providing educational information sessions for benefits, retirement process, open enrollment, job fairs, recruitment and other topics as needed.

All other tasks assigned by the Superintendent or Assistant Superintendent.

School Administrative Unit 55

Hampstead and Timberlane Regional School Districts

Title Business Operations Coordinator.

Qualifications:

1. Education/Certification: Minimum five years' leadership experience in facilities and maintenance functions with additional experience in general district operations, federal and state grant application processing and administration. Hold a valid State of New Hampshire Criminal History Records Check Approval.
2. Special Knowledge/Skills
 - a. Knowledge, understanding and demonstrated aptitude or competence in the performance responsibilities as listed below.
 - b. Possess strong organizational skills as well as the ability to handle multiple projects professionally.
 - c. Demonstrated ability to exercise independent judgment, prioritize tasks and work independently with a high degree of accuracy.
 - d. Demonstrated computer and technological skills.
 - e. Be team oriented with excellent interpersonal and communication skills.
 - f. Be willing to participate in ongoing in-service training as requested.
 - g. Maintain a high level of ethical behavior and confidentiality of information as require by law.
3. Experience: Demonstrated aptitude or competence for successful fulfillment of assigned performance responsibilities.
4. Such alternatives to the above as the Superintendent finds appropriate and acceptable

Reports to: CFO / Business Administrator

Job Goal: To assist the Business Administrator in the efficient operation of the Facilities, Maintenance and Grounds, Transportation and Food Services Departments for SAU 55 (where applicable) and the Hampstead School District and Timberlane Regional School Districts

Roles and Responsibilities:

1. Oversees the following departments:

- a. Facilities
- b. Maintenance & Grounds
- c. Food Service
- d. Transportation

Primary responsibility is to assist the Business Administrator in the following:

1. Oversee and provide leadership to Directors/Supervisors of Facilities in both Districts, implement best practices and communicate district standards.
2. Review all facilities, maintenance, and transportation related expenditures for adherence to Board policies related to the finances and standards of the districts. Approve material purchases for consistency in each respective district.
3. Track food service expenditures and revenues to budget.
4. Maintain and track all contracts relating to areas overseen, and coordinate with the CFO/Business Administrator, Superintendent, outside agencies and respective boards.
5. Ensure adherence to bid process where applicable.
6. Maintain and update Capital Improvement Plan document and related support.
7. Serve as co-chair to Safety and Facilities Committees.
8. Attend to ad hoc requests from the administration, the Superintendent, committees and respective boards.
9. Develop budgets and planning for areas overseen.
10. Monitor budgetary control over all purchases and approve all purchase orders.
11. Review all District emergency operations plans.
12. Apply for and manage grants related to security, safety, facilities, and other operations.
13. Work with risk management firm, Primex, to ensure best operational and facilities practices, and to file and monitors claims when needed and ensure reimbursement when due.
14. Serve as either first point of contact or escalation point of contact for parent concerns surrounding safety, transportation, and facilities.
15. Serve as directed by the Superintendent of Schools and Business Administrator.

SCHOOL ADMINISTRATIVE UNIT NO. 55

Serving the Hampstead and Timberlane School Districts

TITLE CHIEF EXECUTIVE ASSISTANT to the TO SUPERINTENDENT

QUALIFICATIONS

1. Education/Certification: Associates degree or equivalent work experience. Hold a valid State of New Hampshire Criminal History Records Check Approval.
2. Special Knowledge/Skills
 - a. Knowledge, understanding and demonstrated aptitude or competence in the performance responsibilities as listed below.
 - b. Possess strong organizational skills as well as the ability to handle multiple projects professionally.
 - c. Demonstrated ability to exercise independent judgment, prioritize tasks and work independently with a high degree of accuracy.
 - d. Demonstrated computer and technological skills.
 - e. Be team oriented with excellent interpersonal and communication skills.
 - f. Be willing to participate in ongoing in-service training as requested.
 - g. Maintain a high level of ethical behavior and confidentiality of information as require by law.
3. Experience: Demonstrated aptitude or competence for successful fulfillment of assigned performance responsibilities.

REPORTS TO

Superintendent of Schools

JOB GOAL

To assist the Superintendent of Schools and the Assistant Superintendent in all administrative support areas.

PERFORMANCE RESPONSIBILITIES

1. Provide administrative support primarily to the Superintendent with assistance to the Assistant Superintendent as it relates to correspondence, calendars, appointments, dissemination of information, monthly mileage reimbursements, etc.
2. Coordinate all administrative functions as it relates to annual budget hearings, deliberative sessions, warrants, ballots and the annual reports for both the Hampstead and Timberlane Regional School Districts.
3. Update, maintain and provide administrative support for all union contracts, legal postings, policies and procedures, CIP, Strategic Plans, etc.

ADMINISTRATIVE ASSISTANT TO SUPERINTENDENT

4. Provide administrative support to the SAU Board and the Timberlane Regional School Board.
5. Maintain and coordinate the tuitioning of students and inner district transfers as it relates to tracking, billing, and annual notification.
6. Works collaboratively with the Superintendent and/or Assistant Superintendent in matters relating to legal residency.
7. Interface with district counsel on legal matters as well as maintain legal files.
8. All other duties as requested by the Superintendent and Assistant Superintendent.

EQUIPMENT USED

Computer, printer, typewriter, calculator, telephone, copy machine, fax machine, scanner, postage meter, and other pieces of general office equipment.

WORKING CONDITIONS

Mental Demands: calculating, comparing, editing, problem-solving, evaluating, interpreting, organizing, consulting, analyzing, planning, designing, documenting, specifying, coordinating, implementing, and presenting.

Physical Demands: sitting, standing, climbing stairs, adjusting, connecting, lifting (up to 25 lbs.), bending, keyboarding, pulling, pushing, carrying, writing, walking, operating equipment.

Environmental Conditions: inside, working around moving objects, working alone.

TERMS OF EMPLOYMENT

Salary and work year in accordance with letter of agreement.

EVALUATION

The basis of evaluation will be the extent to which the performance responsibilities of the job are successfully handled and the extent to which yearly action plans and job goals are met.

NOTE: The above job description reflects the general requirement necessary to describe the principal functions of responsibilities of the job identified and shall not be interpreted as detail description of all work requirements that may be inherent in the job, either

SCHOOL ADMINISTRATIVE UNIT NO. 55

Serving the communities of Atkinson, Danville, Plaistow and Sandown

TITLE EXECUTIVE ASSISTANT TO THE CFO/BA (PAYROLL CLERK) **QUALIFICATIONS**

1. Education/Certification: Associates Degree or equivalent work experience. Hold a valid State of New Hampshire Criminal History Records Check Approval.
2. Special Knowledge/Skills
 - a. Knowledge, understanding and demonstrated aptitude or competence in the performance responsibilities as listed below.
 - b. Possess strong organizational skills as well as the ability to handle multiple projects professionally.
 - c. Demonstrated ability to exercise independent judgment, prioritize tasks and work independently with a high degree of accuracy.
 - d. Demonstrated computer and technological skills.
 - e. Be team oriented with excellent interpersonal and communication skills.
 - f. Be willing to participate in ongoing in-service training as requested.
 - g. Maintain a high level of ethical behavior and confidentiality of information as require by law.
 - h. Knowledge of information systems and databases.
3. Experience: Demonstrated aptitude or competence for successful fulfillment of assigned performance responsibilities.

REPORTS TO Business Administrator

JOB GOAL To assist the Business Administrator in the efficient operation of the Business Department as it pertains to payroll, for the Timberlane Regional School District, and position tracking, general accounting, and grants assistance for both the Timberlane Regional School District, SAU 55, and Hampstead School Districts.

PERFORMANCE RESPONSIBILITIES

1. Process payroll for all Timberlane Regional School District employees on a bi-weekly basis.
2. Maintain payroll database.
3. Review and import data from time keeping system, vet and resolve employee time approvals, time exceptions and manager time exceptions.
4. Completion of setup of new staff, process transfers of existing staff in Infinite Visions(IV) and TCP.
5. Calculate final pay for terminated staff, and process in IV and TCP.
6. Calculate financial implications of leave of absence for staff in TRSD, HSD and SAU 55.
7. Prepare stipend sheets for Athletics, Evening Division and Extra-Curricular Activities.
8. Verification of employment for current and past employees for TRSD.

9. Maintain position control for TRSD, HSD and SAU 55 in Infinite Visions.
 10. Preparation and verification of salary schedules for new fiscal years and new fiscal database.
 11. Monthly review, FICA adjustments and distribution of Grant Reports.
 12. Ad hoc payroll reporting.
 13. Prepare all Form 941's, Form W-2's, and other tax forms relating to payroll for TRSD.
 14. Conduct annual audit reporting.
 15. Prepare annual Retirement Liabilities for all entities.
 16. Report to and update NHRS records, report retirements and assist in periodic NHRS reviews.
 17. Initiate or review Adjusting Journal Entries as requested.
 18. Development of the Employee Self Service (ESS) web portal to optimize department efficiencies.
 19. Review balance sheet accounts on a periodic basis relating to payroll area for respective entities.
- Performs other tasks and assumes other responsibilities as assigned by the CFO/Business Administrator.

EQUIPMENT USED

Computer, printer, calculator, telephone, copy machine, fax machine, scanner, postage meter, and other pieces of general office equipment.

WORKING CONDITIONS

Mental Demands: calculating, comparing, editing, problem-solving, evaluating, interpreting, organizing, consulting, analyzing, planning, designing, documenting, specifying, coordinating, implementing, and presenting.

Physical Demands: sitting, standing, climbing stairs, adjusting, connecting, lifting (up to 25 lbs.), bending, keyboarding, pulling, pushing, carrying, writing, walking, operating equipment.

Environmental Conditions: inside, working around moving objects, working alone.

TERMS OF EMPLOYMENT

Salary and work year in accordance with letter of agreement.

EVALUATION

The basis of evaluation will be the extent to which the performance responsibilities of the job are successfully handled and the extent to which yearly action plans and job goals are met.

NOTE: The above job description reflects the general requirement necessary to describe the principal functions of responsibilities of the job identified and shall not be interpreted as detail description of all work requirements that may be inherent in the job, either at present or in the future.

SCHOOL ADMINISTRATIVE UNIT NO. 55

Serving the Hampstead and Timberlane School Districts

TITLE ADMINISTRATIVE ASSISTANT ACCOUNTS PAYABLE

QUALIFICATIONS

1. Education/Certification: Minimum two years' experience in bookkeeping with additional experience in accounts payable and/or payroll functions. Hold a valid State of New Hampshire Criminal History Records Check Approval.
2. Special Knowledge/Skills
 - a. Knowledge, understanding and demonstrated aptitude or competence in the performance responsibilities as listed below.
 - b. Possess strong organizational skills as well as the ability to handle multiple projects professionally.
 - c. Demonstrated ability to exercise independent judgment, prioritize tasks and work independently with a high degree of accuracy.
 - d. Demonstrated computer and technological skills.
 - e. Be team oriented with excellent interpersonal and communication skills.
 - f. Be willing to participate in ongoing in-service training as requested.
 - g. Maintain a high level of ethical behavior and confidentiality of information as require by law.
3. Experience: Demonstrated aptitude or competence for successful fulfillment of assigned performance responsibilities.

REPORTS TO

Business Administrator

JOB GOAL

To assist the Business Administrator in the efficient operation of the Business Department as it pertains to accounts payable functions for SAU 55 and the Hampstead and Timberlane Regional School Districts.

PERFORMANCE RESPONSIBILITIES

1. Provide accounting support, maintain records, and files required to maintain compliance for federal and state grant funds.
2. Provide support to the district's annual independent audit process.
3. Create budget journal entries once approved by CFO/BA, as requested.
4. Maintain the district office petty cash account.
5. Perform detailed work with numerical data and make mathematical computations rapidly and accurately.
6. Maintain computer records of all purchases.
7. Communicate clearly and effectively, verbally and in writing, with employees, vendors, and members of the public to address exceptions, and regarding District policy and procedures.
8. Assist employees, vendors and others in understanding District policy, practice, and procedures.

9. Maintain an appropriate level of confidentiality regarding records of the organization.
10. Alphabetize all invoices and purchase orders in preparation for processing.
11. Match up and verify invoices with existing purchase orders and packing slips.
12. File all other purchase orders and invoices for future verification.
13. Enter verified, approved invoices to create a Payables voucher in a timely manner for each District. Match invoices to individual voucher detail sheets. Notify school board member of availability of vouchers for review.
14. Diligent in tracing errors and proper adjustment to correct charges or credits as needed.
15. Maintain file of all course reimbursement and travel expenses for school districts. Pay course reimbursement and travel vouchers per collective bargaining agreements. Provide periodic reports to Union Presidents regarding aggregate usage and remaining balances for course reimbursement benefit.
16. Assist schools with invoice and purchase order information.
17. Correspond with vendors if there are questions or problems with pricing, invoices or back ordered supplies not being delivered timely or other related issues.
18. Mail checks when approved by school board to appropriate vendors.
19. Filing of paid invoices and backup.
20. Cross train for other SAU support positions.
21. Maintain contact with District Treasurers to coordinate voucher review and check signing.
22. Assist in treasurer report verification.
23. Upload voucher information for treasurer review and tracking.
24. Upload check information for positive pay reporting for all entities.
25. Use bank provided data to reconcile bank statements identify and resolve exceptions.
26. Review balance sheet accounts on a periodic basis relating to accounts payable area for respective entities.
27. Performs other tasks and assumes other responsibilities as assigned by the CFO/Business Administrator.

EQUIPMENT USED

Computer, printer, calculator, telephone, copy machine, fax machine, scanner, postage meter, and other pieces of general office equipment.

WORKING CONDITIONS

Mental Demands: calculating, comparing, editing, problem-solving, evaluating, interpreting, organizing, consulting, analyzing, planning, designing, documenting, specifying, coordinating, implementing, and presenting.

Physical Demands: sitting, standing, climbing stairs, adjusting, connecting, lifting (up to 25 lbs.), bending, keyboarding, pulling, pushing, carrying, writing, walking, operating equipment.

Environmental Conditions: inside, working around moving objects, working alone.

TERMS OF EMPLOYMENT

Salary and work year in accordance with letter of agreement.

EVALUATION

The basis of evaluation will be the extent to which the performance responsibilities of the job are successfully handled and the extent to which yearly action plans and job goals are met.

NOTE: The above job description reflects the general requirement necessary to describe the principal functions of responsibilities of the job identified and shall not be interpreted as detail description of all work requirements that may be inherent in the job, either at present or in the future.

SCHOOL ADMINISTRATIVE UNIT NO. 55

Serving the Hampstead and Timberlane School Districts

TITLE ADMINISTRATIVE ASSISTANT BUSINESS/PAYROLL

QUALIFICATIONS

1. Education/Certification: Minimum two years' experience in bookkeeping with additional experience in accounts payable and/or payroll functions. Hold a valid State of New Hampshire Criminal History Records Check Approval.
2. Special Knowledge/Skills
 - a. Knowledge, understanding and demonstrated aptitude or competence in the performance responsibilities as listed below.
 - b. Possess strong organizational skills as well as the ability to handle multiple projects professionally.
 - c. Demonstrated ability to exercise independent judgment, prioritize tasks and work independently with a high degree of accuracy.
 - d. Demonstrated computer and technological skills.
 - e. Be team oriented with excellent interpersonal and communication skills.
 - f. Be willing to participate in ongoing in-service training as requested.
 - g. Maintain a high level of ethical behavior and confidentiality of information as require by law.
3. Experience: Demonstrated aptitude or competence for successful fulfillment of assigned performance responsibilities.

REPORTS TO

Business Administrator

JOB GOAL

To assist the Business Administrator in the efficient operation of the Business Department for SAU 55, the Hampstead School District, and Timberlane Regional School Districts.

PERFORMANCE RESPONSIBILITIES

1. Process payroll for all Hampstead School District and SAU 55 employees.
2. Verification of employment for current and past employees for HSD and SAU 55.
3. Review and import data from time keeping system, vet and resolve employee time approvals, time exceptions and manager time exceptions.
4. Completion of setup of new staff, process transfers of existing staff in Infinite Visions(IV) and TCP.
5. Prepare stipend sheets for Athletics and Extra-Curricular activities.
6. Prepare all Form 941's, Form W-2's, and other tax forms for HSD and SAU 55.
7. Maintain and update payroll related records.
8. Report to and update NHRS records, report retirements, and assist in periodic NHRS reviews.
9. Download and format monthly bank data in preparation for bank account reconciliation process.

10. Scan bank statements, distribute to schools and upload for Treasurer.
11. Review balance sheet accounts on a periodic basis relating to payroll area for respective entities.
12. Process free and reduced applications, update and maintain internal systems relating to student eligibility, liaison with NH DOE, parents and stakeholders throughout the process. Ensure schools are aware of and can communicate eligibility processes. Annually process mandatory verification of eligibility as required by NH DOE.
13. Receive, review, deposit and book general district bank deposits. Prepare and maintain deposit records.
14. Review and maintain student meal deposit records and reports, confirm bank deposit to meals reporting.
15. Process Forms AV-1 for payment relating to CTE students.
16. Maintain database of Utility usage and cost.
17. New Vendor requests and completion of credit applications
18. Annual preparation and distribution of Form 1099-Misc.
19. Performs other tasks and assumes other responsibilities as assigned by the Business Administrator.

EQUIPMENT USED

Computer, printer, typewriter, calculator, telephone, copy machine, fax machine, scanner, postage meter, and other pieces of general office equipment.

WORKING CONDITIONS

Mental Demands: calculating, comparing, editing, problem-solving, evaluating, interpreting, organizing, consulting, analyzing, planning, designing, documenting, specifying, coordinating, implementing, and presenting.

Physical Demands: sitting, standing, climbing stairs, adjusting, connecting, lifting (up to 25 lbs.), bending, keyboarding, pulling, pushing, carrying, writing, walking, operating equipment.

Environmental Conditions: inside, working around moving objects, working alone.

TERMS OF EMPLOYMENT

Salary and work year in accordance with letter of agreement.

EVALUATION

The basis of evaluation will be the extent to which the performance responsibilities of the job are successfully handled and the extent to which yearly action plans and job goals are met.

NOTE: The above job description reflects the general requirement necessary to describe the principal functions of responsibilities of the job identified and shall not be interpreted as detail description of all work requirements that may be inherent in the job, either at present or in the future.

HUMAN RESOURCE COORDINATOR

Duties and Responsibilities:

- **HSD Board** – All documentation/communication for Hampstead School Board
- **HSD Policies and Procedures** – Updates, communicate and control of all HSB policies and procedures.
- **Agreements** – Create, distribute and account for HSD and TRSD non – union support, TSSU; HASS: HSPA, all SAU staff.
- **Contracts** – Create, distribute and account for TTA and HEA contracts
- **Onboarding** - Preparation, discussion, processing of all new employees in three districts.
- **Re-nomination** – TRSD Admin, TTA certified staff, HSD Admin, HEA certified staff
- **Re-Certification** – Of all staff in Hampstead, Timberlane and SAU
- **Track Change**- Documentation verifications with updates to Payroll and Human Resources
- **Employee Information System** – add new hires, remove terminated staff, and create spreadsheet for non-instructional certificated staff for i4see manual upload of course assignments.
- **New Hires** – Forward applicants to Mrs. Belcher for appointment (with notes if needed)
 - set up in Employee Maintenance
 - assign to position
 - generate contracts
 - communicate ESS instructions
- **Updating Employee Files** – Updating and organization of all personnel files
- **Employee Changes** – Effectuate changes in IV upon receipt of Employee change form and communicate changes.
- **Ad hoc reporting** – For HR and Assistant Superintendent as needed
- **Annual Salary Reports** – For Health Trust life, and disability plan coverage for staff
- **Assist HR Director and Assistant Superintendent** – As needed
- **TRSD Strategic Plan** – Support Strategic Planning committee as needed
- **Scheduling**- For Assistant Superintendent
- **Retirement Estimates**- Create retirement estimate according to collective bargaining agreements
- **Coordinate and Manage District Events**
 - Job Fairs
 - Annual Retirement Party
 - Annual Edith Hammond Conference
 - Annual Open Enrollment sessions
 - Annual Retiree Information sessions
- **MSB (Medicaid) Practitioner rates** – Provide detail information for staff in all districts
- **Provide support** – Human Resource Director and Assistant Superintendent
- **Verification of Employment** – Provide verification of employment for all staff as needed
- **All other tasks** – Assigned by Assistant Superintendent and/or Human Resource Director

HUMAN RESOURCE GENERALIST

Duties and Responsibilities:

- **Onboarding new employees** – Review benefits, payment schedule, salary, etc.
- **Manage Insurance and benefits**
- **ESS**—user and insurance management—process changes, terminations, and enrollments
- **HealthTrust Coordinator** for district events, communications, and issues
 - Manage Events & Planning
 - Biometric screening (Oct planning for Jan Event)
 - Flu Clinics (April planning for Sept/Oct)
 - Wellness Events
 - Resolve invoice and billing issues for employees and Business Dept.
- **Benefit Strategies Administrator**
 - Process electronic enrollment for all employees
 - Update and terminate employee status changes on Administrator Portal
 - Review deduction report for accuracy
 - Resolve employee issues
- **Coordinate and Manage District Events**
 - Job Fair (March 2016)
 - Annual Retirement Party (Jan-June) Coordinate vendor Nov.
 - Annual Edith Hammond Conference (March-April)
 - Annual Open Enrollment sessions (March-April-May) Coordinate vendors Jan
 - Annual Retiree Information Session (March/April) Coordinate vendors Jan
- **Aesop Administrator** – Configuration and setup, user controls, reporting, technical support.
- **Create and Implement HR Processes and Procedures**
- **Manage and Implement Training** – Aesop, ESS insurance enrollment, and flex account enrollment, other as needed, for sub, staff, and administrator user roles.
- **Manage Retiree Insurance** – meet w/retirees, process enrollment, changes, and billing.
- **Record** all-employee changes, resignations, terminations, and update: personnel files, insurance, NHRS, Aesop, Benefit Strategies, and other vendors accordingly
- **Create PowerPoint** presentations as needed for HR initiatives
- **Update**, track and maintain personnel files
- **Technology Committee Member**
- **Long Term Substitutes** – generate letter of assignment, communicate out
- **Non-Renewal Letters** – HEA and TTA
- **Longevity/Experience Differential**—TRSD Admin, TTA certified staff; HAS Admin, HEA certified staff
- **Annual Sick Leave Redemption** – TRSD support, HSD Admin, HEA, HASS, HSPA, non-union support; SAU Admin and support
- **Applitrack and School Spring** – Job posting, forms creation/editing; add/tweak/delete users
- **ESS** – Liaison with IV, manage users and roles; troubleshoot and continue development
- **Personnel Reports** – TRSD and HSD personnel reports submitted for board's approval
- **All other tasks** – Assigned by Human Resource Director

SCHOOL ADMINISTRATIVE UNIT No. 55

Serving the Hampstead and Timberlane Regional School Districts

TITLE **Administrative Assistant to Human Resources**

QUALIFICATIONS

1. **Experience:** Two years' experience working within a Human Resources department.
2. **Special Knowledge/Skills**
 - a. Knowledge, understanding and demonstrated aptitude or competence in the performance responsibilities as listed below.
 - b. Proficient in Microsoft office with advanced skills in Excel and Word.
 - c. Possess strong organizational skills as well as the ability to handle multiple projects professionally.
 - d. Demonstrated ability to exercise independent judgment, prioritize tasks and work independently with a high degree of accuracy.
 - e. Team oriented with excellent interpersonal and communication skills.
 - f. Willing to participate in ongoing in-service training as requested.
 - g. Maintain a high level of ethical behavior and confidentiality of information as require by law.

REPORTS TO Director of Human Resources

JOB GOAL To assist the Human Resources Director in the efficient operation of the Human Resources department.

PERFORMANCE RESPONSIBILITIES

1. Provide administrative support to the Director of Human Resources as it relates to all correspondence, calendars, appointments, dissemination of information, etc.
2. Update, track and maintain personnel files.
3. Responsible for all stocking of material for the SAU/District office including office supplies, stationary, coffee supplies, copier supplies, beverage machine and postage machine.
4. Produce meeting minutes or notes as needed.
5. Coordinate all administrative functions as it relates to Human Resources, compensation and benefits.
6. Routine and Ad hoc reporting as needed.

7. Performs other tasks and assumes other responsibilities as assigned by the Director of Human Resources.
8. Perform detailed work with numerical data accurately.
9. Communicate clearly and effectively, verbally and in writing with supervisor, employees and vendors.
10. Maintain an appropriate level of confidentiality regarding conversations, documents and records of the organization.
11. Perform other tasks and assume other responsibilities as assigned by the Director of Human Resources.

EQUIPMENT USED

Computer, printer, calculator, telephone, copy machine, fax machine, scanner, postage meter, and other pieces of general office equipment.

WORKING CONDITIONS

Mental Demands: calculating, comparing, editing, problem-solving, evaluating, interpreting, organizing, consulting, analyzing, planning, designing, documenting, specifying, coordinating, implementing, and presenting.

Physical Demands: sitting, standing, climbing stairs, adjusting, connecting, lifting (up to 25 lbs.), bending, keyboarding, pulling, pushing, carrying, writing, walking, operating equipment.

TERMS OF EMPLOYMENT

Hourly and work year in accordance with letter of agreement.

EVALUATION

The basis of evaluation will be the extent to which the performance responsibilities of the job are successfully handled and the extent to which yearly action plans and job goals are met.

NOTE: The above job description reflects the general requirement necessary to describe the principal functions of responsibilities of the job identified and shall not be interpreted as detail description of all work requirements that may be inherent in the job, either at present or in the future.

SCHOOL ADMINISTRATIVE UNIT NO. 55

Serving the Hampstead and Timberlane School Districts

TITLE RECEPTIONIST

QUALIFICATIONS

1. Education/Certification: High School Diploma and customer service experience. Hold a valid State of New Hampshire Criminal History Records Check Approval.
2. Special Knowledge/Skills
 - a. Knowledge, understanding and demonstrated aptitude or competence in the performance responsibilities as listed below.
 - b. Possess strong organizational skills as well as the ability to handle multiple projects professionally.
 - c. Demonstrated ability to exercise independent judgment, prioritize tasks and work independently with a high degree of accuracy.
 - d. Demonstrated computer and technological skills.
 - e. Be team oriented with excellent interpersonal and communication skills.
 - f. Be willing to participate in ongoing in-service training as requested.
 - g. Maintain a high level of ethical behavior and confidentiality of information as require by law.
3. Experience: Demonstrated aptitude or competence for successful fulfillment of assigned performance responsibilities.

REPORTS TO Human Resource Director

JOB GOAL

PERFORMANCE RESPONSIBILITIES

1. Greet and assist public.
2. Answer incoming calls, screen them for proper distribution and/or take accurate messages.
3. Sort and distribute incoming mail.
4. Sort and distribute incoming interoffice mail.
5. Process substitute applicants.
6. Data entry applicant information (name, position, degree, ad answered, etc) into master database for analysis by HR Director .
7. Coordinate applicant packet "check-out" system for administrators to view packets and interview.

RECEPTIONIST

8. Assist payroll coordinator with stuffing payroll envelopes.
9. Prepare and update monthly district-wide wall calendar.
10. Assist as needed with district projects such as copying and distributing correspondence.
11. Update and maintain Snow Call List as well as the news outlet emergency closure list.
12. Perform other tasks as assigned by the Business Administrator or Superintendent.

EQUIPMENT USED

Computer, printer, typewriter, calculator, telephone, copy machine, fax machine, scanner, postage meter, and other pieces of general office equipment.

WORKING CONDITIONS

Mental Demands: calculating, comparing, editing, problem-solving, evaluating, interpreting, organizing, consulting, analyzing, planning, designing, documenting, specifying, coordinating, implementing, and presenting.

Physical Demands: sitting, standing, climbing stairs, adjusting, connecting, lifting (up to 25 lbs.), bending, keyboarding, pulling, pushing, carrying, writing, walking, operating equipment.

Environmental Conditions: inside, working around moving objects, working alone.

TERMS OF EMPLOYMENT

Salary and work year in accordance with letter of agreement.

EVALUATION

The basis of evaluation will be the extent to which the performance responsibilities of the job are successfully handled and the extent to which yearly action plans and job goals are met.

NOTE: The above job description reflects the general requirement necessary to describe the principal functions of responsibilities of the job identified and shall not be interpreted as detail description of all work requirements that may be inherent in the job, either at present or in the future.

OFFICE OF THE SUPERINTENDENT OF SCHOOLS

30 Greenough Rd. • Plaistow, NH 03865

603/382-6119

Fax 603/382-3334

Serving The

Timberlane Regional School District

Hampstead School District

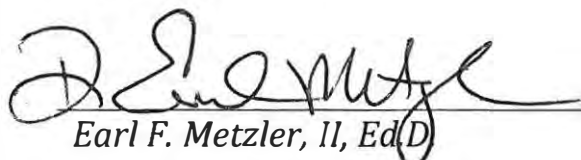
ADDENDUM

In accordance with the terms of the contract dated October 7, 2015, between Earl F. Metzler, II, Ed.D., Superintendent of Schools, and School Administrative Unit No. 55, Section 3:

Salary is amended to read \$164,897 per annum, as authorized by the School Administrative Unit No. 55 Board on May 9, 2018.


Jason Capriano, Chair
SAU No. 55 Board

6.21.18
Date


Earl F. Metzler, II, Ed.D.
Superintendent of Schools

6-21-18
Date

2019
-
2018
-
METZLER
-
EARL F.

SAU 55 SUPERINTENDENT OF SCHOOLS CONTRACT

1. **Preamble**. This agreement is entered into on the 7th day of October, 2015, between the School Board of School Administrative Unit #55, Plaistow, New Hampshire, hereinafter "SAU", and Dr. Earl Metzler II, hereinafter called "Superintendent."
2. **Employment and Term**. The SAU agrees to employ the Superintendent, and the Superintendent agrees to accept employment in the position of Superintendent of Schools for a six-year term **commencing the first day of September, 2016, and extending through the thirty first day of August, 2022**. Effective September 1, 2016, this Agreement replaces and supersedes the agreement that the SAU and the Superintendent executed on or about August 30, 2012, which provided for the Superintendent's term of employment to be August 31, 2012 to August 31, 2015 and supersedes the agreement that the SAU and the Superintendent executed on or about May 29, 2013, which provided for the Superintendent's term of employment to be September 1, 2013 to August 31, 2017.
3. **Compensation/Salary**. The Superintendent shall receive an annualized starting salary of One Hundred Thirty Thousand US Dollars (\$130,000), payable in equal biweekly installments and subject to such deductions as may be authorized or as may be required by law. The Superintendent shall be eligible for a performance and merit review to be effective on July 1, 2013 and annually thereafter. In no event shall the Superintendent be paid a lower amount than he was paid in the prior year. When an adjustment is made in salary, it shall be upon vote of the Board of the SAU at a duly constituted meeting, and the minutes recording that vote shall be attached to this agreement and become part of this agreement.
4. **Performance Bonus**. The SAU Board shall annually determine a set of quantifiable goals for the Superintendent. Based on the Superintendent's success in achieving these goals, the Superintendent shall be eligible to receive up to a 4% bonus annually. The SAU Board shall have sole discretion in determining how much, if any, of the 4% bonus is payable. Any bonus is payable as of July 1.
5. **Authority and Responsibility**. Per NH RSA 194-C:4, The Superintendent agrees to administer and supervise the schools of School Administrative Unit 55 in accordance with the laws of the State of New Hampshire and in accordance with the rules and regulations of the State Board of Education, of the School Administrative Unit, and of the Timberlane and Hampstead School Boards within the School Administrative Unit. As stipulated in the New Hampshire Code of Administrative Rules, the Superintendent shall serve as the executive officer of the local school districts within the School Administrative Unit and shall be responsible for planning and administering the activities of the local school districts within the School Administrative Unit subject to statutory requirements, the NH Code of Administrative Rules and the policies and procedures of the local district. The Superintendent shall be responsible for the nomination of professional staff as required by law and the hiring, placement, and transfer of all school district and SAU personnel.
6. **Certification**. The Superintendent shall be required to hold for the life of this agreement a valid certificate for Superintendent of Schools, properly registered and issued by the State of New Hampshire.
7. **Renewal of Contract**. The SAU will notify the Superintendent in writing no later than February 28, 2022 whether it wishes to enter into a successor employment agreement. The Superintendent will notify the SAU in writing no later than February 28, 2022 whether he wishes to enter into a successor employment agreement. Regardless of whether these notices are given and regardless of whether the parties enter into a successor employment agreement, this agreement shall expire on August 31, 2022. This contract shall be automatically renewed for a period of five years on the same terms and conditions of the last year (2021-2022) of this contract unless the SAU, at least 180 days before the end of the term of this contract, gives written notice of non-renewal to the Superintendent or offers him a new contract.

During any period by which this contract is automatically extended pursuant to this paragraph, the Superintendent is entitled to written notice of non renewal at least 180 days prior to the end of such term or else the extended contract will automatically be renewed for an additional five year term.

8. **Termination for Cause.** This agreement may be terminated by the SAU at any time for immorality, incompetence, insubordination, failure to follow SAU and/or School District policies or failure on the part of the Superintendent to conform to the laws of the State of New Hampshire, the rules and regulations of the State Board of Education, of the School Administrative Unit and of the local school boards within the School Administrative Unit. If a conflict arises, the rules and regulations established by the SAU Board will prevail.

Termination of the Agreement for one or more of these reasons shall take place only following written notification with reasons specified. Unless the Superintendent submits to the SAU, within twenty (20) days of receipt of such notification, a written request for a hearing before the Board of the SAU, the Agreement is considered terminated as of the date, which falls thirty (30) days after the Superintendent's receipt of notification. If the Superintendent requests a hearing, the SAU shall hold this hearing, which shall be public or private at the option of the Superintendent, within twenty (20) days beyond receipt of this request. The SAU shall render a written decision to the Superintendent within ten (10) days of the hearing.

9. **Termination by Mutual Consent.** This agreement may be terminated at any time by mutual consent of the SAU and the Superintendent. If terminated by the Superintendent, a minimum of 365 days written notice must be given.

10. **Vacation Leave.** During each of the first five years of service, the Superintendent will receive twenty (20) days of paid vacation. Beginning with the sixth (6th) year of service, the Superintendent will receive an additional one half (1/2) day of paid vacation each succeeding year up to a maximum of twenty-five (25) days of paid vacation. In addition of the number of days of paid vacation received each year, the Superintendent may carry up to a maximum of forty (40) days of unused paid vacation days. Any amount above this maximum will be taken by the Superintendent or will be forfeited. Upon termination of employment, the Superintendent will be entitled to payment for any unused vacation days.

11. **Sick Leave.** Sick Leave with full pay shall be granted at the rate of fifteen (15) days per year cumulative to ninety (90) days. No reimbursement for unused sick leave shall occur for the Superintendent who leaves the SAU, nor shall Sick time be transferred for use by any other SAU or school district employee.

12. **Personal and Bereavement Leave.** Three (3) days of personal leave are available annually and 5 days of bereavement leave shall be given for the death of any immediate family member.

13. **Leave Notification.** The Superintendent shall notify the SAU Board Chair prior to taking five (5) or more contiguous days of leave.

14. **Holidays.** A total of eleven (11) paid holidays designed by the SAU Board will be provided commensurate with the usual and customary national, state and local holidays.

15. **Insurance Benefits.**

- a. Health: The Board agrees to provide medical coverage under the same insurance plan(s) as are available to SAU employees under their present contract and will pay 90% of the cost for a single person, two person or family medical insurance plan, whichever is appropriate.

1. If the superintendent elects to waive SAU paid health insurance, he must provide evidence of continuing insurance from outside the SAU, and will be eligible for \$5,000 cash payment paid

by the SAU at the end of the contract year with the stipulation that there be no change in selection of plan during the year. This settlement shall not be considered as salary.

- b. Dental: The SAU shall provide a dental insurance plan identical to that provided to SAU employees. The SAU will pay 90% of the insurance cost of single, two person or family plan, whichever is appropriate.
 - c. Life: The SAU will provide 2x annual salary to a maximum of \$300,000 group life insurance plan at no cost to the Superintendent;
 - d. Liability: The SAU will provide a public liability insurance plan at no cost to the Superintendent to cover legal expenses in defense of claims and payment of judgments from his/her functioning as Superintendent and will reimburse him/her for any portion of such judgments not covered by insurance. In no case shall Superintendent be considered personally liable for indemnifying against such demands, claims, suits, actions and legal proceedings.
 - e. Disability: The SAU/ will provide long-term disability insurance in the amount of sixty-six and two-thirds percent (66 2/3%) of the Superintendent's monthly salary with a ninety (90) day elimination period. Disability benefits shall be provided for as outlined in the disability benefit schedule.
16. **Travel and Expense Reimbursement.** The Superintendent shall be paid a monthly distribution of \$200 per month (\$2,400 per year) for in district travel between Hampstead, Timberlane and SAU facilities. No other reimbursement for in district travel will be allowed. The Superintendent shall be reimbursed at the IRS rate for out of district travel and shall be reimbursed for other expenses for the business of the SAU outside of the geographic boundaries of the SAU. The Superintendent shall also be reimbursed for all reasonable expenses resulting from the performance of his/her duties as Superintendent. All requests for reimbursement will require receipts and each must be authorized by the SAU Board Chair.
17. **Professional Development.** The Superintendent shall be reimbursed for expenses incurred in attending work-related professional growth activities and attendance at national, regional, or state conferences, seminars, workshops, or meetings provided all such expenses are within SAU approved budget. All requests for reimbursement will require receipts and must be authorized in advance by the SAU Board Chair.
18. **Professional Associations.** The SAU shall pay the Superintendent's fees and dues to the New Hampshire School Administrators Association, the Regional New Hampshire School Administrators Association, the American Association of School Administrators, and such other professional associations as may be mutually determined by the Board and the Superintendent. All Association Memberships must be authorized in advance by the SAU Board Chair.
19. **Medical Examination.** The SAU may require the Superintendent to have a medical examination by a physician selected by mutual agreement once each year with the cost of such examination to be borne by the SAU unless covered under the Superintendent's medical insurance policy. Any report of the medical examination shall be given directly and exclusively by the examining physician to the Superintendent. Such report shall be confidential. A copy of this report shall be kept in the employee's medical file at the SAU.
20. **Performance Evaluation.** Per SAU 55 policy CBI and procedure CBI-R, The SAU shall provide the Superintendent with at least one written evaluation each year of the Superintendent's performance under this Agreement. This evaluation shall focus on, but not limited to, the written role description and to the written goals and objectives established by the SAU. In the absence of such evaluation by the SAU, the Superintendent's performance shall be presumed satisfactory.

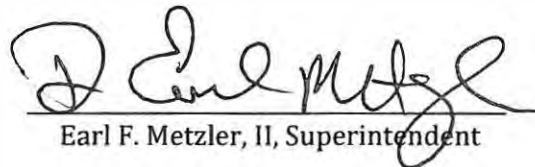
21. **Professional Activities.** The Superintendent may engage in activities such as teaching, lecturing, or consulting, in addition to employment with the SAU, provided that these activities do not interfere with the Superintendent's performance of responsibilities under this Agreement, are not in conflict with responsibilities under this agreement and have been approved by the SAU Board prior to their commencement.
22. **Retirement Annuity.** The SAU will match the Superintendent's contribution, up to a maximum of \$10,000 per year, contributed by the SAU, to a tax-deferred retirement annuity plan, such as a 457 plan. For example: if the Superintendent contributes \$3,000 the SAU will also contribute \$3,000. Although the maximum for the SAU's matching contribution is \$10,000 per year, the Superintendent may continue to contribute up to the plan limits. The Superintendent shall not be limited to making contributions exclusively via payroll deductions.
23. **Course reimbursement.** The SAU will pay for one (1) job related course and direct expenses (such as books, lab fees, etc, but NOT travel costs) at the UNH rate, per semester. Course and reimbursement must be approved by the SAU Board Chair prior to its commencement.
24. **Savings Clause.** This Agreement is subject to all applicable laws, rules, and regulations of the State of New Hampshire. Invalidity of any portion of this Agreement under the Laws of the State of New Hampshire or of the United States shall not affect the validity of the remainder of the Agreement.
25. **Relocation Expense.** Reimbursement of relocation expenses associated with moving to New Hampshire of up to \$5,000 shall be payable to the Superintendent upon submission of receipts to the SAU Board Chair.
26. **Other Documents and Agreements.** This four (4) page document shall be the sole agreement regarding salary, terms and conditions and benefits between the Superintendent and the SAU Board. Any benefits, terms or conditions not contained in this document shall be unenforceable by either party. Any future changes and/or additions to this agreement shall be held only in this document.
27. **Criminal Records Check.** The Superintendent's initial employment, and continuation of employment during the term of this Agreement, is conditioned upon the Superintendent providing the SAU with a criminal history records check which is satisfactory to the SAU, and which is in accordance with the provisions of RSA 189:13-a and RSA 189:14-d.

In witness whereof, the parties have executed this Agreement this 7th day of October, 2015.

School Administrative Unit #55

By


Peter Bealo, Chair


Earl F. Metzler, II, Superintendent

Cc: Each Member of the SAU Board

Attached minutes of the SAU Board meeting of October 7, 2015

- *Originally contract approved August 30, 2012.*
- *Amended by the SAU Board on May 29, 2013 to a five-year term of employment ending in 2017.*
- *Amended by the SAU Board on October 7, 2015 for an additional five-year term of employment ending in 2022.*

CHIEF FINANCE OFFICER / BUSINESS ADMINISTRATOR CONTRACT
SCHOOL ADMINISTRATIVE UNIT NO. 55

1. **PREAMBLE.** This agreement is entered into this 15th day of June, 2018, between School Administration Unit No. 55, Plaistow, New Hampshire, hereinafter "SAU No. 55" and **Geoffrey Dowd**, hereinafter called "CFO/ Business Administrator."
2. **EMPLOYMENT AND TERM.** The SAU No. 55 agrees to employ the CFO/ Business Administrator, and the CFO/Business Administrator agrees to accept employment in the position of CFO/Business Administrator for a **term commencing the first day of July, 2018, and extending through the thirtieth day of June, 2021.**
3. **SALARY.** The CFO/Business Administrator shall receive a salary during the first year of this agreement of **\$122,000 per annum**, payable in no fewer than twenty-six (26) equal installments and subject to such deductions as may be authorized or as may be required by law.
4. **PERFORMANCE BONUS.** The Superintendent shall annually determine a set of quantifiable goals for the CFO/Business Administrator. Based on the CFO/Business Administrator's success in achieving these goals, the CFO/Business Administrator shall be eligible to receive up to a 4% bonus annually. The Superintendent shall have sole discretion in determining how much, if any, of the 4% bonus is payable. Any bonus is payable as of July 1.
5. **AUTHORITY AND RESPONSIBILITY.** The CFO/Business Administrator agrees to keep books of account of the school administrative unit and the school districts thereof, to prepare their operating and capital budgets, to oversee the daily financial operations that includes providing leadership and expertise to ensure that the system of internal financial controls effectively and efficiently safeguard the assets of the school administrative units and school districts, provide accurate and timely financial information as required, direct the business affairs of the organizations, including the areas of financial management, financial accounting, management and reporting in accordance with Government Accounting Standards Board (GASB), acts as the Budget Officer in budget preparation, budget presentation and budget administration, recommend to the Superintendent requests for transfers of funds between budgeted appropriation categories, and be responsible for long-term budget planning. The CFO/Business Administrator will accept and perform any and all other tasks assigned by the Superintendent of Schools.
6. **CERTIFICATION.** The CFO/Business Administrator shall be required to hold for the life of this Agreement a valid certificate for Business Administrator, properly registered and issued by the State of New Hampshire, or in pursuit of certification, may work under a State of New Hampshire Statement of Eligibility until it expires.
7. **RENEWAL OF CONTRACT.** The SAU will notify the CFO/Business Administrator in writing no later than December 31, 2020 whether it wishes to enter into a successor employment agreement. The CFO/Business Administrator will notify the Superintendent in writing no later than December 31, 2020 whether he/she wishes to enter into a successor employment agreement. Regardless of whether these notices are given and regardless of whether the parties enter into a successor employment agreement, this agreement shall expire on June 30, 2021.

This contract shall be automatically renewed for a period of three years on the same terms and conditions of the last year (2020-2021) of this contract unless the Superintendent, at least 180 days before the end of the term of this contract, gives written notice of non-renewal to the CFO/Business Administrator or offers him/her a new contract. During any period by which this contract is automatically extended pursuant to this paragraph, the CFO/Business Administrator is entitled to written notice of non-renewal at least 180

days prior to the end of such term or else the extended contract will automatically be renewed for an additional three year term.

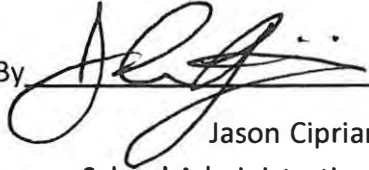
8. **TERMINATION FOR CAUSE.** This agreement may be terminated by the SAU No. 55 at any time for immorality, incompetence, insubordination, poor or unsatisfactory performance, or failure on the part of the CFO/Business Administrator to conform to the laws of the State of New Hampshire, the rules and regulations of the State Board of Education, the School Administrative Unit and the local school boards within the School Administrative Unit. If a conflict arises, the rules and regulations established by the SAU No. 55 Board will prevail. Unused leave days, including but not limited to sick days, vacation days, and personal days shall not be paid upon termination of this contract for cause.
9. **TERMINATION WITH PAYMENT.** If at any time the SAU No. 55 in its discretion shall so determine, the SAU No. 55 may relieve the CFO/Business Administrator of his/her duties under the Agreement, provided that the SAU No. 55 continues to pay for the duration of the Agreement, or any extension thereof, full salary and economic benefits accorded the CFO/Business Administrator under the provisions of the Agreement reduced by any compensation or benefits earned by the CFO/Business Administrator following termination which he/she was not earning prior to termination. Unused leave days, including but not limited to sick days, vacation days, and personal days shall be paid upon termination of this contract under this provision.
10. **RESIGNATION.** The CFO/Business Administrator may resign at any time, but must give three hundred sixty-five (365) days written notice to the Chair of the School Administrative Unit. Unused leave days, including but not limited to sick days, vacation days, and personal days shall not be paid upon resignation under this provision.
11. **TERMINATION BY MUTUAL CONSENT.** This Agreement may be terminated at any time by mutual consent of the Superintendent and the CFO/Business Administrator.
12. **VACATION LEAVE.** Twenty (20) days paid vacation during the first five (5) years of full time professional service (administrator or teacher) in the SAU or the districts that comprise the SAU. After five (5) years of full time professional service, paid vacation shall be increased one-half (1/2) day per year to a maximum of twenty-five (25) days. Paid vacation shall be accumulative to forty-five (45) days for salary settlement purposes and sixty (60) days for extended use purposes.
13. **SICK LEAVE.** Sick leave with full pay shall be granted at a rate of fifteen (15) days per year cumulative to ninety (90) days. In the case of absence for sickness or injury beyond three (3) working days, the SAU No. 55 may at its discretion and its cost, require the CFO/Business Administrator to submit medical evidence substantiating the need for the extended absence.
14. **DISABILITY.** See attached Addendum entitled *Administrator Benefits*.
15. **PHYSICAL EXAMINATION.** The SAU No. 55 may require the CFO/Business Administrator to have a physical examination by a physician selected by mutual agreement once each year with the cost of such examination to be borne by the SAU No. 55 unless covered under the CFO/Business Administrator's medical insurance policy.

Any report of the medical examination shall be given directly and exclusively by the examining physician to the CFO/Business Administrator. The SAU No. 55 Board shall be advised in writing by the physician if the CFO/Business Administrator has a physical or mental impairment which would substantially interfere with his/her ability to perform the required duties. Such report shall be confidential.

- 16. ECONOMIC BENEFITS.** The SAU No. 55 will extend to the CFO/Business Administrator benefits such as medical insurance, dental insurance, life insurance, disability insurance, and payment of annuities.
- 17. TRAVEL AND EXPENSE REIMBURSEMENT.** The CFO/Business Administrator shall be reimbursed for authorized travel and other expenses for the business of the SAU No. 55 inside or outside of the geographic boundaries of the School Administrative Unit. The CFO/Business Administrator shall also be reimbursed for other expenses incurred in professional development activities and attendance at national, regional, or state professional conference, seminars, workshops, or committee meetings provided all such expenses are approved by the Superintendent of Schools within SAU No. 55 approved budgets.
- 18. PROFESSIONAL ASSOCIATION.** The SAU No. 55 shall pay the CFO/Business Administrator's fees and dues to the Association of School Business Officials, the New Hampshire Association of School Business Officials, the New Hampshire School Administrators Association, the Regional New Hampshire School Administrators Association, and such other professional associations as may be mutually determined by the Superintendent and the CFO/Business Administrator.
- 19. PERFORMANCE EVALUATION.** The Superintendent may provide the CFO/Business Administrator with at least one written evaluation each year of the CFO/Business Administrator's performance under this Agreement. This evaluation should be related but not be limited to a written position description and to written goals and objectives established by the Superintendent.
- 20. PROFESSIONAL ACTIVITIES.** Upon written approval by the Superintendent, the CFO/Business Administrator may engage in activities such as teaching, lecturing, or consulting, in addition to employment with the SAU No. 55, provided that, in the opinion of the SAU No. 55, these activities do not interfere with the CFO/Business Administrator's performance of responsibilities under this Agreement.
- 21. OTHER.** The attached SAU No. 55 Administrator Benefits sheet specifies benefits that accrue to the position of CFO/Business Administrator.
- 22. SAVINGS CLAUSE.** This Agreement is subject to all applicable laws, rules, and regulations of the State of New Hampshire. Invalidity of any portion of this Agreement under the Laws of the State of New Hampshire or of the United States shall not affect the validity of the remainder of the Agreement.

In witness whereof the parties have hereunto set their hands.

SCHOOL ADMINISTRATIVE UNIT NO. 55

By  6.21.18
Jason Cipriano, Chair
School Administrative Unit No. 55 Board

CHIEF FINANCE OFFICER/BUSINESS ADMINISTRATOR

By  6/29/18
Geoffrey Dowd

SCHOOL ADMINISTRATIVE UNIT NO. 55 ADMINISTRATORS BENEFITS INFORMATION SHEET

SUMMARY OF BENEFITS:

1. **Life Insurance** – 2 x salary life insurance policy (maximum \$300,000)

2. **Medical Insurance** – 90% SAU support of medical insurance plan.

Employees opting not to enroll in the group medical program will receive a cash settlement of 30% of the SAU's support of the plan for which the employee is eligible, that the cash settlement be paid at the end of the contract year with the stipulation that there be no change in selection of plan during the year. To be eligible for this benefit employees must first complete one year of employment.

3. **Retiree Medical Supplement** – The SAU Board, upon written request, will annually provide administrators retiring after 1999 a benefit equal to that provided Hampstead professional employees which is currently as follows:

A fixed sum for single or two-person medical insurance for the SAU's health insurance plan, the State Retirement System's health insurance plan, or a medical insurance plan of the retiree's choice as follows:

- a. **Before Medicare Eligibility** – Subject to sub section "e" below each eligible retiree shall receive: Thirty-three hundred dollars (\$3300) per year.
- b. **After Medicare Eligibility** – Subject to sub section "e" below each eligible retiree shall receive: Sixteen hundred fifty dollars (\$1650) per year.
- c. Retirement will be defined as recognized by the NH Retirement Board.
- d. To qualify for this benefit the member must have been employed at least 10 years by the SAU or the districts that comprise the SAU.
- e. Said fixed sum in sections "a" and "b" above shall not exceed the cost to the employee of a single or, if eligible, a two-person plan.
- f. In the event Hampstead discontinues the benefit for the professional employees, existing SAU administrators shall be grandfathered and the annual increase will be equal to the prior year's CPI increase.

4. **Dental Insurance** – 90% SAU support of dental insurance plan.

5. **Long Term Disability** – 100% SAU support of long term disability plan equal to 2/3 salary after 90 days disability.

6. **Retirement/Annuity** – 3% of salary for Assistant Superintendent, Business Administrator, Business Operations Coordinator, Human Resource Director and Transportation Coordinator.

7. **Vacation** – 20 days paid vacation during the first 5 years of full time professional service (administrator or teacher) in the SAU or the districts that comprise the SAU. After 5 years of full time professional service, paid vacation shall be increased one-half (1/2) day per year to a maximum of 25 days. Paid vacation shall be accumulative to 60 days for salary settlement purposes and 60 days for extended use purposes.

8. <u>Holidays</u> – 11	Independence Day	Thanksgiving Day	Civil Rights Day
	Labor Day	Day After Thanksgiving	President's Day
	Columbus Day	Christmas Day	Memorial Day
	Veterans Day	New Year's Day	

9. **Sick Leave** – 15 days sick and family leave annually, accumulative to 90 days
10. **Retirement Sick Leave Redemption** – Upon leaving active employment and with at least ten years of service within the SAU or districts that comprise the SAU, unused sick leave may be redeemed at a rate equal to 50% per diem, up to a maximum of 90 days (equal to the benefits for Hampstead staff).
11. **Annual Sick Leave Redemption** – Days beyond the maximum of 90 will be redeemed at a rate of \$50 per day or 30% of the per diem rate, whichever is greater, for days unused as of June 30, payable in July of the next fiscal year, equal to the benefit for Hampstead staff.
12. **In-District Unvouchered Travel Allowance** – As follows:
\$1600 Asst. Superintendent | \$1000 Business Administrator | \$1200 Director of Human Resources
\$2400 Business Operations Coordinator | \$400 Transportation Coordinator
13. **Out-of-District Mileage** – Reimbursed at IRS rate.
14. **Course Reimbursement** – UNH rate, 3 courses per year.
15. **Sabbatical Leave** – Eligibility after seven years consecutive service with the SAU.
16. **Maternity/Paternity Leave** – Eligibility after one year of employment in the SAU.
17. **Personal/Legal/Bereavement Leave** – At discretion of Superintendent.
18. **Paid professional association dues** – National, state, and regional dues at discretion of Superintendent.
19. **Business expense account** – Not to exceed \$1,000 to be shared by the Superintendent, Assistant Superintendent, Business Administrator, & Business Operations Coordinator.
20. **Compensatory time** – As approved in advance in Time Clock Plus by the Superintendent for work on holidays and/or weekends /or when the SAU office is closed for business.
21. **Early Retirement Incentive** – Administrators with at least 11 years of service in the SAU or districts that comprise the SAU who are at least 55 years of age, and who are eligible for early or normal retirement under the New Hampshire Retirement System, shall be eligible for the following early retirement incentive program equal to the Timberlane Regional School District's benefit for professional employees which currently is as follows:

Administrator must submit written notice of his/her intention to retire under this program to the SAU Board no later than January 1st of the last full school year of full-time employment.

Effective July 1, 2006, the retirement incentive shall equal one and one half percent (1 ½ %) of the employee's last salary times the number of years immediately prior to retirement that the employee served the SAU or districts that comprise the SAU in a full-time position. However, in no event shall the amount paid to an employee exceed forty-five percent (45%) of the employee's last salary.

Effective: July 1, 2018

DIRECTOR OF HUMAN RESOURCES CONTRACT
SCHOOL ADMINISTRATIVE UNIT NO. 55

1. **PREAMBLE.** This agreement made June 15, 2018, between School Administration Unit No. 55, Plaistow, New Hampshire, hereinafter "SAU No. 55" and **Nancy Louiselle**, hereinafter called "Director of Human Resources."
2. **EMPLOYMENT AND TERM.** The SAU No. 55 agrees to employ the Director of Human Resources, and the Director of Human Resources agrees to accept employment in the position of Director of Human Resources for a **term commencing the first day of July, 2018, and extending through the thirtieth day of June, 2021.**
3. **SALARY.** The Director of Human Resources shall receive a salary during the first year of this agreement of **\$90,000 per annum**, payable in no fewer than twenty-six (26) equal installments and subject to such deductions as may be authorized or as may be required by law.
4. **AUTHORITY AND RESPONSIBILITY.** The Director of Human Resources agrees to implement human resources strategies by managing human resources operations, establishing department accountabilities and processes that include talent acquisition, employment processing, health and welfare benefits, generating employment contracts, records management, safety and health, succession planning, employee relations and retention, AA/EEO compliance, investigations and discipline, negotiating collective bargaining agreements, and labor relations. The Director of Human Resources will accept and perform any and all other tasks assigned by the Superintendent of Schools.
5. **RENEWAL OF CONTRACT.** This contract shall be automatically renewed for a period of three years on the same terms and conditions of the last year (2020-2021) of this contract unless the Superintendent, at least 120 days before the end of the term of this contract, gives written notice of non-renewal to the Human Resources Director or offers him/her a new contract. During any period by which this contract is automatically extended pursuant to this paragraph, the Human Resources Director is entitled to written notice of non-renewal at least 120 days prior to the end of such term or else the extended contract will automatically be renewed for an additional three year term. In the event of non-renewal, the CFO/Business Administrator is entitled to make a formal presentation to the SAU No. 55 Board.
6. **TERMINATION FOR CAUSE.** This agreement may be terminated by the SAU No. 55 at any time for immorality, incompetence, insubordination, poor or unsatisfactory performance, or failure on the part of the Director of Human Resources to conform to the laws of the State of New Hampshire, the rules and regulations of the State Board of Education, the School Administrative Unit and the local school boards within the School Administrative Unit. If a conflict arises, the rules and regulations established by the SAU No. 55 Board will prevail. Unused leave days, including but not limited to sick days, vacation days, and personal days shall not be paid upon termination of this contract for cause.
7. **TERMINATION WITH PAYMENT.** If at any time the SAU No. 55 in its discretion shall so determine, the SAU No. 55 may relieve the Director of Human Resources of his/her duties under the Agreement, provided that the SAU No. 55 continues to pay for the duration of the Agreement, or any extension thereof, full salary and economic benefits accorded the Director of Human Resources under the provisions of the Agreement reduced by any compensation or benefits earned by the Director of

Human Resources following termination which he/she was not earning prior to termination. Unused leave days, including but not limited to sick days, vacation days, and personal days shall be paid upon termination of this contract under this provision.

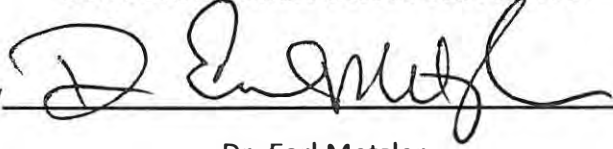
8. **RESIGNATION.** The Director of Human Resources may resign at any time, but must give three hundred sixty-five (365) days written notice to the Chair of the School Administrative Unit. Unused leave days, including but not limited to sick days, vacation days, and personal days shall not be paid upon resignation under this provision.
9. **TERMINATION BY MUTUAL CONSENT.** This Agreement may be terminated at any time by mutual consent of the Superintendent and the Director of Human Resources.
10. **VACATION LEAVE.** Twenty (20) days paid vacation during the first five (5) years of full time professional service (administrator or teacher) in the SAU or the districts that comprise the SAU. After five (5) years of full time professional service, paid vacation shall be increased one-half (1/2) day per year to a maximum of twenty-five (25) days. Paid vacation shall be accumulative to forty-five (45) days for salary settlement purposes and sixty (60) days for extended use purposes.
11. **SICK LEAVE.** Sick leave with full pay shall be granted at a rate of fifteen (15) days per year cumulative to ninety (90) days. In the case of absence for sickness or injury beyond three (3) working days, the SAU No. 55 may at its discretion and its cost, require the Director of Human Resources to submit medical evidence substantiating the need for the extended absence.
12. **DISABILITY.** See attached Addendum entitled *Administrator Benefits*.
13. **PHYSICAL EXAMINATION.** The SAU No. 55 may require the Director of Human Resources to have a physical examination by a physician selected by mutual agreement once each year with the cost of such examination to be borne by the SAU No. 55 unless covered under the Director of Human Resources' medical insurance policy.

Any report of the medical examination shall be given directly and exclusively by the examining physician to the Superintendent of Schools. The SAU No. 55 Board shall be advised in writing by the physician if the Director of Human Resources has a physical or mental impairment which would substantially interfere with his/her ability to perform the required duties. Such report shall be confidential.
14. **ECONOMIC BENEFITS.** The SAU No. 55 will extend to the Director of Human Resources benefits such as medical insurance, dental insurance, life insurance, disability insurance, and payment of annuities.
15. **TRAVEL AND EXPENSE REIMBURSEMENT.** The Director of Human Resources shall be reimbursed at the IRS rate for district travel and shall be reimbursed for other expenses for the business of the SAU outside of the geographic boundaries of the SAU. The Director of Human Resources shall also be reimbursed for all reasonable expenses resulting from the performance of his/her duties as Director of Human Resources. All requests for reimbursement will require receipts and each must be authorized by the Superintendent.
16. **PROFESSIONAL ASSOCIATION.** The SAU No. 55 shall pay the Director of Human Resources' fees and dues to professional associations as may be mutually determined by the Superintendent and the Director of Human Resources.


- 17. PERFORMANCE EVALUATION.** The Superintendent may provide the Director of Human Resources with at least one written evaluation each year of the Director of Human Resources' performance under this Agreement. This evaluation should be related but not be limited to a written position description and to written goals and objectives established by the Superintendent.
- 18. PROFESSIONAL ACTIVITIES.** Upon written approval by the Superintendent, the Director of Human Resources may engage in activities such as teaching, lecturing, or consulting, in addition to employment with the SAU No. 55, provided that, in the opinion of the SAU No. 55, these activities do not interfere with the Director of Human Resources' performance of responsibilities under this Agreement.
- 19. OTHER.** The attached SAU No. 55 Administrator Benefits sheet specifies benefits that accrue to the position of Director of Human Resources.
- 20. SAVINGS CLAUSE.** This Agreement is subject to all applicable laws, rules, and regulations of the State of New Hampshire. Invalidity of any portion of this Agreement under the Laws of the State of New Hampshire or of the United States shall not affect the validity of the remainder of the Agreement.

In witness whereof the parties have hereunto set their hands.

SCHOOL ADMINISTRATIVE UNIT NO. 55

By  6-14-18
Dr. Earl Metzler
Superintendent of Schools

DIRECTOR OF HUMAN RESOURCES

By  6/21/18
Nancy Louiselle

SCHOOL ADMINISTRATIVE UNIT NO. 55

ADMINISTRATORS BENEFITS INFORMATION SHEET

SUMMARY OF BENEFITS:

1. **Life Insurance** – 2 x salary life insurance policy (maximum \$300,000)

2. **Medical Insurance** – 90% SAU support of medical insurance plan.

Employees opting not to enroll in the group medical program will receive a cash settlement of 30% of the SAU's support of the plan for which the employee is eligible, that the cash settlement be paid at the end of the contract year with the stipulation that there be no change in selection of plan during the year. To be eligible for this benefit employees must first complete one year of employment.

3. **Retiree Medical Supplement** – The SAU Board, upon written request, will annually provide administrators retiring after 1999 a benefit equal to that provided Hampstead professional employees which is currently as follows:

A fixed sum for single or two-person medical insurance for the SAU's health insurance plan, the State Retirement System's health insurance plan, or a medical insurance plan of the retiree's choice as follows:

- a. **Before Medicare Eligibility** – Subject to sub section "e" below each eligible retiree shall receive: Thirty-three hundred dollars (\$3300) per year.
- b. **After Medicare Eligibility** – Subject to sub section "e" below each eligible retiree shall receive: Sixteen hundred fifty dollars (\$1650) per year.
- c. Retirement will be defined as recognized by the NH Retirement Board.
- d. To qualify for this benefit the member must have been employed at least 10 years by the SAU or the districts that comprise the SAU.
- e. Said fixed sum in sections "a" and "b" above shall not exceed the cost to the employee of a single or, if eligible, a two-person plan.
- f. In the event Hampstead discontinues the benefit for the professional employees, existing SAU administrators shall be grandfathered and the annual increase will be equal to the prior year's CPI increase.

4. **Dental Insurance** – 90% SAU support of dental insurance plan.

5. **Long Term Disability** – 100% SAU support of long term disability plan equal to 2/3 salary after 90 days disability.

6. **Retirement/Annuity** – 3% of salary for Assistant Superintendent, Business Administrator, Business Operations Coordinator, Human Resource Director and Transportation Coordinator.

7. **Vacation** – 20 days paid vacation during the first 5 years of full time professional service (administrator or teacher) in the SAU or the districts that comprise the SAU. After 5 years of full time professional service, paid vacation shall be increased one-half (1/2) day per year to a maximum of 25 days. Paid vacation shall be accumulative to 60 days for salary settlement purposes and 60 days for extended use purposes.

8. Holidays – 11	Independence Day	Thanksgiving Day	Civil Rights Day
	Labor Day	Day After Thanksgiving	President's Day
	Columbus Day	Christmas Day	Memorial Day
	Veterans Day	New Year's Day	

9. **Sick Leave** – 15 days sick and family leave annually, accumulative to 90 days
10. **Retirement Sick Leave Redemption** – Upon leaving active employment and with at least ten years of service within the SAU or districts that comprise the SAU, unused sick leave may be redeemed at a rate equal to 50% per diem, up to a maximum of 90 days (equal to the benefits for Hampstead staff).
11. **Annual Sick Leave Redemption** – Days beyond the maximum of 90 will be redeemed at a rate of \$50 per day or 30% of the per diem rate, whichever is greater, for days unused as of June 30, payable in July of the next fiscal year, equal to the benefit for Hampstead staff.
12. **In-District Unvouchered Travel Allowance** – As follows:
 \$1600 Asst. Superintendent | \$1000 Business Administrator | \$1200 Director of Human Resources
 \$2400 Business Operations Coordinator | \$400 Transportation Coordinator
13. **Out-of-District Mileage** – Reimbursed at IRS rate.
14. **Course Reimbursement** – UNH rate, 3 courses per year.
15. **Sabbatical Leave** – Eligibility after seven years consecutive service with the SAU.
16. **Maternity/Paternity Leave** – Eligibility after one year of employment in the SAU.
17. **Personal/Legal/Bereavement Leave** – At discretion of Superintendent.
18. **Paid professional association dues** – National, state, and regional dues at discretion of Superintendent.
19. **Business expense account** – Not to exceed \$1,000 to be shared by the Superintendent, Assistant Superintendent, Business Administrator, & Business Operations Coordinator.
20. **Compensatory time** – As approved in advance in Time Clock Plus by the Superintendent for work on holidays and/or weekends /or when the SAU office is closed for business.
21. **Early Retirement Incentive** – Administrators with at least 11 years of service in the SAU or districts that comprise the SAU who are at least 55 years of age, and who are eligible for early or normal retirement under the New Hampshire Retirement System, shall be eligible for the following early retirement incentive program equal to the Timberlane Regional School District's benefit for professional employees which currently is as follows:
 Administrator must submit written notice of his/her intention to retire under this program to the SAU Board no later than January 1st of the last full school year of full-time employment.
 Effective July 1, 2006, the retirement incentive shall equal one and one half percent (1 ½ %) of the employee's last salary times the number of years immediately prior to retirement that the employee served the SAU or districts that comprise the SAU in a full-time position. However, in no event shall the amount paid to an employee exceed forty-five percent (45%) of the employee's last salary.

Effective: July 1, 2018

BUSINESS OPERATIONS COORDINATOR CONTRACT
SCHOOL ADMINISTRATIVE UNIT NO. 55

1. **PREAMBLE.** This agreement is entered into this 15th day of June, 2018, between School Administration Unit No. 55, Plaistow, New Hampshire, hereinafter "SAU No. 55" and **Thomas F. Geary, III**, hereinafter called "Business Operations Coordinator."
2. **EMPLOYMENT AND TERM.** The SAU No. 55 agrees to employ the Business Operations Coordinator, and the Business Operations Coordinator agrees to accept employment in the position of Business Operations Coordinator for a **term commencing the first day of July, 2018, and extending through the thirtieth day of June, 2021.**
3. **SALARY.** The Business Operations Coordinator shall receive a salary during the first year of this agreement of **\$92,000 per annum**, payable in no fewer than twenty-six (26) equal installments and subject to such deductions as may be authorized or as may be required by law.
4. **AUTHORITY AND RESPONSIBILITY.** The Business Operations Coordinator agrees to provide direct oversight and management of the food service program, transportation services, and facilities which shall include acting as purchasing agent for the school administrative unit and the school districts thereof, to prepare contracts for and to supervise repairs and maintenance of school buildings, to prepare contracts for and to supervise and operate transportation facilities and the food service programs for the school districts. The Business Operations Coordinator will accept and perform any and all other tasks assigned by the Superintendent of Schools.
5. **RENEWAL OF CONTRACT.** This contract shall be automatically renewed for a period of three years on the same terms and conditions of the last year (2020-2021) of this contract unless the Superintendent, at least 120 days before the end of the term of this contract, gives written notice of non-renewal to the Business Operations Coordinator or offers him/her a new contract. During any period by which this contract is automatically extended pursuant to this paragraph, the Business Operations Coordinator is entitled to written notice of non-renewal at least 120 days prior to the end of such term or else the extended contract will automatically be renewed for an additional three year term. In the event of non-renewal, the Business Operations Coordinator is entitled to make a formal presentation to the SAU No. 55 Board.
6. **TERMINATION FOR CAUSE.** This agreement may be terminated by the SAU No. 55 at any time for immorality, incompetence, insubordination, poor or unsatisfactory performance, or failure on the part of the Business Operations Coordinator to conform to the laws of the State of New Hampshire, the rules and regulations of the State Board of Education, the School Administrative Unit and the local school boards within the School Administrative Unit. If a conflict arises, the rules and regulations established by the SAU No. 55 Board will prevail. Unused leave days, including but not limited to sick days, vacation days, and personal days shall not be paid upon termination of this contract for cause.
7. **TERMINATION WITH PAYMENT.** If at any time the SAU No. 55 in its discretion shall so determine, the SAU No. 55 may relieve the Business Operations Coordinator of his/her duties under the Agreement, provided that the SAU No. 55 continues to pay for the duration of the Agreement, or any extension thereof, full salary and economic benefits accorded the Business Operations Coordinator under the

provisions of the Agreement reduced by any compensation or benefits earned by the Business Operations Coordinator following termination which he was not earning prior to termination. Unused leave days, including but not limited to sick days, vacation days, and personal days shall be paid upon termination of this contract under this provision.

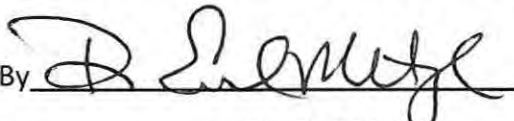
8. **RESIGNATION.** The Business Operations Coordinator may resign at any time, but must give three hundred sixty-five (365) days written notice to the Chair of the School Administrative Unit. Unused leave days, including but not limited to sick days, vacation days, and personal days shall not be paid upon resignation under this provision.
9. **TERMINATION BY MUTUAL CONSENT.** This Agreement may be terminated at any time by mutual consent of the Superintendent and the Business Operations Coordinator.
10. **VACATION LEAVE.** Twenty (20) days paid vacation during the first five (5) years of full time professional service (administrator or teacher) in the SAU or the districts that comprise the SAU. After five (5) years of full time professional service, paid vacation shall be increased one-half (1/2) day per year to a maximum of twenty-five (25) days. Paid vacation shall be accumulative to forty-five (45) days for salary settlement purposes and sixty (60) days for extended use purposes.
11. **SICK LEAVE.** Sick leave with full pay shall be granted at a rate of fifteen (15) days per year cumulative to ninety (90) days. In the case of absence for sickness or injury beyond three (3) working days, the SAU No. 55 may at its discretion and its cost, require the Business Operations Coordinator to submit medical evidence substantiating the need for the extended absence.
12. **DISABILITY.** See attached Addendum entitled *Administrator Benefits*.
13. **PHYSICAL EXAMINATION.** The SAU No. 55 may require the Business Operations Coordinator to have a physical examination by a physician selected by mutual agreement once each year with the cost of such examination to be borne by the SAU No. 55 unless covered under the Business Operations Coordinator's medical insurance policy.

Any report of the medical examination shall be given directly and exclusively by the examining physician to the Business Operations Coordinator. The SAU No. 55 Board shall be advised in writing by the physician if the Business Operations Coordinator has a physical or mental impairment which would substantially interfere with his/her ability to perform the required duties. Such report shall be confidential.
14. **ECONOMIC BENEFITS.** The SAU No. 55 will extend to the Business Operations Coordinator benefits such as medical insurance, dental insurance, life insurance, disability insurance, and payment of annuities.
15. **TRAVEL AND EXPENSE REIMBURSEMENT.** The Business Operations Coordinator shall be paid a monthly distribution of \$200 per month (\$2,400 per year) for in district travel between Hampstead, Timberlane and SAU facilities. No other reimbursement for in district travel will be allowed. The Business Operations Coordinator shall be reimbursed at the IRS rate for out of district travel and shall be reimbursed for other expenses for the business of the SAU outside of the geographic boundaries of the SAU. The Business Operations Coordinator shall also be reimbursed for all reasonable expenses resulting from the performance of his/her duties as Business Operations Coordinator. All requests for reimbursement will require receipts and each must be authorized by the Superintendent.

- 16. PROFESSIONAL ASSOCIATION.** The SAU No. 55 shall pay the Business Operations Coordinator's fees and dues to professional associations as may be mutually determined by the Superintendent and the Business Operations Coordinator.
- 17. PERFORMANCE EVALUATION.** The Superintendent may provide the Business Operations Coordinator with at least one written evaluation each year of the Business Operations Coordinator's performance under this Agreement. This evaluation should be related but not be limited to a written position description and to written goals and objectives established by the Superintendent.
- 18. PROFESSIONAL ACTIVITIES.** Upon written approval by the Superintendent, the Business Operations Coordinator may engage in activities such as teaching, lecturing, or consulting, in addition to employment with the SAU No. 55, provided that, in the opinion of the SAU No. 55, these activities do not interfere with the Business Operations Coordinator's performance of responsibilities under this Agreement.
- 19. OTHER.** The attached SAU No. 55 Administrator Benefits sheet specifies benefits that accrue to the position of Business Operations Coordinator.
- 20. SAVINGS CLAUSE.** This Agreement is subject to all applicable laws, rules, and regulations of the State of New Hampshire. Invalidity of any portion of this Agreement under the Laws of the State of New Hampshire or of the United States shall not affect the validity of the remainder of the Agreement.

In witness whereof the parties have hereunto set their hands.

SCHOOL ADMINISTRATIVE UNIT NO. 55

By  6-14-18

Dr. Earl Metzler

Superintendent of Schools

BUSINESS OPERATIONS COORDINATOR

By  6-21-18

Thomas F. Geary, III

SCHOOL ADMINISTRATIVE UNIT NO. 55
ADMINISTRATORS BENEFITS INFORMATION SHEET

SUMMARY OF BENEFITS:

1. **Life Insurance** – 2 x salary life insurance policy (maximum \$300,000)

2. **Medical Insurance** – 90% SAU support of medical insurance plan.

Employees opting not to enroll in the group medical program will receive a cash settlement of 30% of the SAU's support of the plan for which the employee is eligible, that the cash settlement be paid at the end of the contract year with the stipulation that there be no change in selection of plan during the year. To be eligible for this benefit employees must first complete one year of employment.

3. **Retiree Medical Supplement** – The SAU Board, upon written request, will annually provide administrators retiring after 1999 a benefit equal to that provided Hampstead professional employees which is currently as follows:

A fixed sum for single or two-person medical insurance for the SAU's health insurance plan, the State Retirement System's health insurance plan, or a medical insurance plan of the retiree's choice as follows:

- a. **Before Medicare Eligibility** – Subject to sub section "e" below each eligible retiree shall receive: Thirty-three hundred dollars (\$3300) per year.
- b. **After Medicare Eligibility** – Subject to sub section "e" below each eligible retiree shall receive: Sixteen hundred fifty dollars (\$1650) per year.
- c. Retirement will be defined as recognized by the NH Retirement Board.
- d. To qualify for this benefit the member must have been employed at least 10 years by the SAU or the districts that comprise the SAU.
- e. Said fixed sum in sections "a" and "b" above shall not exceed the cost to the employee of a single or, if eligible, a two-person plan.
- f. In the event Hampstead discontinues the benefit for the professional employees, existing SAU administrators shall be grandfathered and the annual increase will be equal to the prior year's CPI increase.

4. **Dental Insurance** – 90% SAU support of dental insurance plan.

5. **Long Term Disability** – 100% SAU support of long term disability plan equal to 2/3 salary after 90 days disability.

6. **Retirement/Annuity** – 3% of salary for Assistant Superintendent, Business Administrator, Business Operations Coordinator, Human Resource Director and Transportation Coordinator.

7. **Vacation** – 20 days paid vacation during the first 5 years of full time professional service (administrator or teacher) in the SAU or the districts that comprise the SAU. After 5 years of full time professional service, paid vacation shall be increased one-half (1/2) day per year to a maximum of 25 days. Paid vacation shall be accumulative to 60 days for salary settlement purposes and 60 days for extended use purposes.

8. <u>Holidays</u> – 11	Independence Day	Thanksgiving Day	Civil Rights Day
	Labor Day	Day After Thanksgiving	President's Day
	Columbus Day	Christmas Day	Memorial Day
	Veterans Day	New Year's Day	

9. **Sick Leave** – 15 days sick and family leave annually, accumulative to 90 days
10. **Retirement Sick Leave Redemption** – Upon leaving active employment and with at least ten years of service within the SAU or districts that comprise the SAU, unused sick leave may be redeemed at a rate equal to 50% per diem, up to a maximum of 90 days (equal to the benefits for Hampstead staff).
11. **Annual Sick Leave Redemption** – Days beyond the maximum of 90 will be redeemed at a rate of \$50 per day or 30% of the per diem rate, whichever is greater, for days unused as of June 30, payable in July of the next fiscal year, equal to the benefit for Hampstead staff.
12. **In-District Unvouchered Travel Allowance** – As follows:
\$1600 Asst. Superintendent | \$1000 Business Administrator | \$1200 Director of Human Resources
\$2400 Business Operations Coordinator | \$400 Transportation Coordinator
13. **Out-of-District Mileage** – Reimbursed at IRS rate.
14. **Course Reimbursement** – UNH rate, 3 courses per year.
15. **Sabbatical Leave** – Eligibility after seven years consecutive service with the SAU.
16. **Maternity/Paternity Leave** – Eligibility after one year of employment in the SAU.
17. **Personal/Legal/Bereavement Leave** – At discretion of Superintendent.
18. **Paid professional association dues** – National, state, and regional dues at discretion of Superintendent.
19. **Business expense account** – Not to exceed \$1,000 to be shared by the Superintendent, Assistant Superintendent, Business Administrator, & Business Operations Coordinator.
20. **Compensatory time** – As approved in advance in Time Clock Plus by the Superintendent for work on holidays and/or weekends /or when the SAU office is closed for business.
21. **Early Retirement Incentive** – Administrators with at least 11 years of service in the SAU or districts that comprise the SAU who are at least 55 years of age, and who are eligible for early or normal retirement under the New Hampshire Retirement System, shall be eligible for the following early retirement incentive program equal to the Timberlane Regional School District's benefit for professional employees which currently is as follows:

Administrator must submit written notice of his/her intention to retire under this program to the SAU Board no later than January 1st of the last full school year of full-time employment.

Effective July 1, 2006, the retirement incentive shall equal one and one half percent (1 ½ %) of the employee's last salary times the number of years immediately prior to retirement that the employee served the SAU or districts that comprise the SAU in a full-time position. However, in no event shall the amount paid to an employee exceed forty-five percent (45%) of the employee's last salary.

Effective: July 1, 2018

TRANSPORTATION COORDINATOR CONTRACT
SCHOOL ADMINISTRATIVE UNIT NO. 55

1. **PREAMBLE.** This agreement made June 15, 2018, between School Administration Unit No. 55, Plaistow, New Hampshire, hereinafter "SAU No. 55" and Sandra St. Cyr-Hodgkins, hereinafter called "Transportation Coordinator."
2. **EMPLOYMENT AND TERM.** The SAU No. 55 agrees to employ the Transportation Coordinator, and the Transportation Coordinator agrees to accept employment in the position of Transportation Coordinator for a term commencing the first day of July, 2018, and extending through the thirtieth day of June, 2021.
3. **SALARY.** The Transportation Coordinator shall receive a salary during the first year of this agreement of \$58,000 per annum, payable in no fewer than twenty-six (26) equal installments and subject to such deductions as may be authorized or as may be required by law.
4. **AUTHORITY AND RESPONSIBILITY.** The Transportation Coordinator agrees to serve as the liaison between the school districts and the transportation contractors; establish all regular and special bus routes, schedules and stops; develop route maps for drivers and schools as appropriate; coordinate student transportation activities with school officials, department heads and other interested groups or individuals; participate along with school officials in parent/student conferences in an effort to resolve or prevent misconduct and unsafe conditions which involve the transportation system; and will accept and perform any and all other tasks assigned by the Superintendent of Schools.
5. **RENEWAL OF CONTRACT.** This contract shall be automatically renewed for a period of three years on the same terms and conditions of the last year (2020-2021) of this contract unless the Superintendent, at least 120 days before the end of the term of this contract, gives written notice of non-renewal to the Transportation Coordinator or offers him/her a new contract. During any period by which this contract is automatically extended pursuant to this paragraph, the Transportation Coordinator is entitled to written notice of non-renewal at least 120 days prior to the end of such term or else the extended contract will automatically be renewed for an additional three year term. In the event of non-renewal, the Transportation Coordinator is entitled to make a formal presentation to the SAU No. 55 Board.
6. **TERMINATION FOR CAUSE.** This agreement may be terminated by the SAU No. 55 at any time for immorality, incompetence, insubordination, poor or unsatisfactory performance, or failure on the part of the Transportation Coordinator to conform to the laws of the State of New Hampshire, the rules and regulations of the State Board of Education, the School Administrative Unit and the local school boards within the School Administrative Unit. If a conflict arises, the rules and regulations established by the SAU No. 55 Board will prevail. Unused leave days, including but not limited to sick days, vacation days, and personal days shall not be paid upon termination of this contract for cause.
7. **TERMINATION WITH PAYMENT.** If at any time the SAU No. 55 in its discretion shall so determine, the SAU No. 55 may relieve the Transportation Coordinator of his/her duties under the Agreement, provided that the SAU No. 55 continues to pay for the duration of the Agreement, or any extension thereof, full salary and economic benefits accorded the Transportation Coordinator under the provisions of the Agreement reduced by any compensation or benefits earned by the Transportation

Coordinator following termination which she was not earning prior to termination. Unused leave days, including but not limited to sick days, vacation days, and personal days shall be paid upon termination of this contract under this provision.


8. **RESIGNATION.** The Transportation Coordinator may resign at any time, but must give three hundred sixty-five (365) days written notice to the Chair of the School Administrative Unit. Unused leave days, including but not limited to sick days, vacation days, and personal days shall not be paid upon resignation under this provision.
9. **TERMINATION BY MUTUAL CONSENT.** This Agreement may be terminated at any time by mutual consent of the Superintendent and the Transportation Coordinator.
10. **VACATION LEAVE.** Twenty (20) days paid vacation during the first five (5) years of full time professional service (administrator or teacher) in the SAU or the districts that comprise the SAU. After five (5) years of full time professional service, paid vacation shall be increased one-half (1/2) day per year to a maximum of twenty-five (25) days. Paid vacation shall be accumulative to sixty (60) days for salary settlement purposes and sixty (60) days for extended use purposes.
11. **SICK LEAVE.** Sick leave with full pay shall be granted at a rate of fifteen (15) days per year cumulative to ninety (90) days. In the case of absence for sickness or injury beyond three (3) working days, the SAU No. 55 may at its discretion and its cost, require the Transportation Coordinator to submit medical evidence substantiating the need for the extended absence.
12. **DISABILITY.** See attached Addendum entitled *Administrator Benefits*.
13. **PHYSICAL EXAMINATION.** The SAU No. 55 may require the Transportation Coordinator to have a physical examination by a physician selected by mutual agreement once each year with the cost of such examination to be borne by the SAU No. 55 unless covered under the Transportation Coordinator's medical insurance policy.

Any report of the medical examination shall be given directly and exclusively by the examining physician to the Superintendent of Schools. The SAU No. 55 Board shall be advised in writing by the physician if the Transportation Coordinator has a physical or mental impairment which would substantially interfere with his/her ability to perform the required duties. Such report shall be confidential.
14. **ECONOMIC BENEFITS.** The SAU No. 55 will extend to the Transportation Coordinator benefits such as medical insurance, dental insurance, life insurance, disability insurance, and payment of annuities.
15. **TRAVEL AND EXPENSE REIMBURSEMENT.** The Transportation Coordinator shall be reimbursed for authorized travel and other expenses for the business of the SAU No. 55 inside or outside of the geographic boundaries of the School Administrative Unit. The Transportation Coordinator shall also be reimbursed for other expenses incurred in professional development activities and attendance at national, regional, or state professional conference, seminars, workshops, or committee meetings provided all such expenses are approved by the Superintendent of Schools within SAU No. 55 approved budgets. See attached SAU 55 Administrators Benefit Sheet.
16. **PROFESSIONAL ASSOCIATION.** The SAU No. 55 shall pay the Transportation Coordinator's fees and dues to professional associations as may be mutually determined by the Superintendent and the Transportation Coordinator.

- 17. PERFORMANCE EVALUATION.** The Superintendent may provide the Transportation Coordinator with at least one written evaluation each year of the Transportation Coordinator's performance under this Agreement. This evaluation should be related but not be limited to a written position description and to written goals and objectives established by the Superintendent.
- 18. PROFESSIONAL ACTIVITIES.** Upon written approval by the Superintendent, the Transportation Coordinator may engage in activities such as teaching, lecturing, or consulting, in addition to employment with the SAU No. 55, provided that, in the opinion of the SAU No. 55, these activities do not interfere with the Transportation Coordinator's performance of responsibilities under this Agreement.
- 19. OTHER.** The attached SAU No. 55 Administrator Benefits sheet specifies benefits that accrue to the position of Transportation Coordinator.
- 20. SAVINGS CLAUSE.** This Agreement is subject to all applicable laws, rules, and regulations of the State of New Hampshire. Invalidity of any portion of this Agreement under the Laws of the State of New Hampshire or of the United States shall not affect the validity of the remainder of the Agreement.

In witness whereof the parties have hereunto set their hands.

SCHOOL ADMINISTRATIVE UNIT NO. 55

By  6-14-18

Dr. Earl Metzler
Superintendent of Schools

TRANSPORTATION COORDINATOR

By 

Sandra St. Cyr-Hodgkins

SCHOOL ADMINISTRATIVE UNIT NO. 55

ADMINISTRATORS BENEFITS INFORMATION SHEET

SUMMARY OF BENEFITS:

1. **Life Insurance** – 2 x salary life insurance policy (maximum \$300,000)
2. **Medical Insurance** – 90% SAU support of medical insurance plan.

Employees opting not to enroll in the group medical program will receive a cash settlement of 30% of the SAU's support of the plan for which the employee is eligible, that the cash settlement be paid at the end of the contract year with the stipulation that there be no change in selection of plan during the year. To be eligible for this benefit employees must first complete one year of employment.

3. **Retiree Medical Supplement** – The SAU Board, upon written request, will annually provide administrators retiring after 1999 a benefit equal to that provided Hampstead professional employees which is currently as follows:

A fixed sum for single or two-person medical insurance for the SAU's health insurance plan, the State Retirement System's health insurance plan, or a medical insurance plan of the retiree's choice as follows:

- a. **Before Medicare Eligibility** – Subject to sub section "e" below each eligible retiree shall receive: Thirty-three hundred dollars (\$3300) per year.
 - b. **After Medicare Eligibility** – Subject to sub section "e" below each eligible retiree shall receive: Sixteen hundred fifty dollars (\$1650) per year.
 - c. Retirement will be defined as recognized by the NH Retirement Board.
 - d. To qualify for this benefit the member must have been employed at least 10 years by the SAU or the districts that comprise the SAU.
 - e. Said fixed sum in sections "a" and "b" above shall not exceed the cost to the employee of a single or, if eligible, a two-person plan.
 - f. In the event Hampstead discontinues the benefit for the professional employees, existing SAU administrators shall be grandfathered and the annual increase will be equal to the prior year's CPI increase.
4. **Dental Insurance** – 90% SAU support of dental insurance plan.
 5. **Long Term Disability** – 100% SAU support of long term disability plan equal to 2/3 salary after 90 days disability.
 6. **Retirement/Annuity** – 3% of salary for Assistant Superintendent, Business Administrator, Business Operations Coordinator, Human Resource Director and Transportation Coordinator.
 7. **Vacation** – 20 days paid vacation during the first 5 years of full time professional service (administrator or teacher) in the SAU or the districts that comprise the SAU. After 5 years of full time professional service, paid vacation shall be increased one-half (1/2) day per year to a maximum of 25 days. Paid vacation shall be accumulative to 60 days for salary settlement purposes and 60 days for extended use purposes.

8. **Holidays** – 11

Independence Day	Thanksgiving Day	Civil Rights Day
Labor Day	Day After Thanksgiving	President's Day
Columbus Day	Christmas Day	Memorial Day
Veterans Day	New Year's Day	

9. **Sick Leave** – 15 days sick and family leave annually, accumulative to 90 days
10. **Retirement Sick Leave Redemption** – Upon leaving active employment and with at least ten years of service within the SAU or districts that comprise the SAU, unused sick leave may be redeemed at a rate equal to 50% per diem, up to a maximum of 90 days (equal to the benefits for Hampstead staff).
11. **Annual Sick Leave Redemption** – Days beyond the maximum of 90 will be redeemed at a rate of \$50 per day or 30% of the per diem rate, whichever is greater, for days unused as of June 30, payable in July of the next fiscal year, equal to the benefit for Hampstead staff.
12. **In-District Unvouchered Travel Allowance** – As follows:
 \$1600 Asst. Superintendent | \$1000 Business Administrator | \$1200 Director of Human Resources
 \$2400 Business Operations Coordinator | \$400 Transportation Coordinator
13. **Out-of-District Mileage** – Reimbursed at IRS rate.
14. **Course Reimbursement** – UNH rate, 3 courses per year.
15. **Sabbatical Leave** – Eligibility after seven years consecutive service with the SAU.
16. **Maternity/Paternity Leave** – Eligibility after one year of employment in the SAU.
17. **Personal/Legal/Bereavement Leave** – At discretion of Superintendent.
18. **Paid professional association dues** – National, state, and regional dues at discretion of Superintendent.
19. **Business expense account** – Not to exceed \$1,000 to be shared by the Superintendent, Assistant Superintendent, Business Administrator, & Business Operations Coordinator.
20. **Compensatory time** – As approved in advance in Time Clock Plus by the Superintendent for work on holidays and/or weekends /or when the SAU office is closed for business.
21. **Early Retirement Incentive** – Administrators with at least 11 years of service in the SAU or districts that comprise the SAU who are at least 55 years of age, and who are eligible for early or normal retirement under the New Hampshire Retirement System, shall be eligible for the following early retirement incentive program equal to the Timberlane Regional School District's benefit for professional employees which currently is as follows:
 Administrator must submit written notice of his/her intention to retire under this program to the SAU Board no later than January 1st of the last full school year of full-time employment.
 Effective July 1, 2006, the retirement incentive shall equal one and one half percent (1 ½ %) of the employee's last salary times the number of years immediately prior to retirement that the employee served the SAU or districts that comprise the SAU in a full-time position. However, in no event shall the amount paid to an employee exceed forty-five percent (45%) of the employee's last salary.

Effective: July 1, 2018

Shared Services between Hampstead School District and Timberlane School District

Benefits Strategies Claims Funding

Section 125 Company/Administrator (required document for pre-tax health ins. deductions)
Flex Savings Accounts & Dependent Care Accounts
Cost Savings: *Savings likely; total savings uncertain*

Durham Services

Special Transportation Provider
Cost Savings: *Savings highly likely; total savings uncertain*

First Student

Regular Transportation Provider
Cost Savings: *Timberlane \$613,700 over 5 years; Hampstead \$400,010 over 5 years*

Frontline Technologies

Applitrac Employee Tracking
AESOP - Substitute Coverage Program
Cost Savings: *Savings likely; total savings uncertain*

Greater Haverhill Chamber of Commerce

General representation in business community
Cost Savings: *Savings likely; could be \$295/yr*

LGC Health Trust

Medical (prescription), Dental, Life, and Disability Insurance Coverage
Dedicated Service Rep (only possibly due to combined scale)
- Consistent & Efficient Response Time
Cost Savings: *Savings uncertain*

The Omni Group

Services charges can be sometimes be paid by investment firms
Third Party Administrator 403(b) & 457 plans
Maintain all related documentation for SAU/Districts in fiduciary capacity
Cost Savings: *Savings highly likely; total savings uncertain*

NutriKids

Student meal balance system provider
MySchoolBucks.com integration, PowerSchool integration
Cost Savings: *Savings highly likely; total savings uncertain*

Primex

Workers Comp., General Liability, and Unemployment (HSD)
Cost Savings: *Savings likely; total savings uncertain*

Shared Services between Hampstead School District and Timberlane School District

SafeSchools (Pending)

Training & Communication Platform
Integrated into Teacher Evaluation System
Continued Training & Compliance
Cost Savings: *Savings likely; total savings uncertain*

SchoolDude

Work Order Tracking Assignment/Tracking
Maintenance
Cost Savings: *Savings likely; total savings uncertain*

Vector Solutions

TeachPoint Subscription
Professional Development & Evaluation Tool
Cost Savings: *Savings likely; total savings uncertain*

TimeClockPlus

Shared between 3 Districts
Cost Savings: *Savings likely; total savings uncertain*

TD Bank

Common Etreasury Platform & common Relatinshiop.
Cost Savings: *Savings likely; total savings uncertain*

Tyler Technologies

Infinite Visions (I/V) Enterprise System
Includes Finance, HR, A/P, P/R, and Fixed Assets
Infinite Visions Workflow
ESS (Employee Self-Service Portal)
Utilize One Common Administration Module
Cost Savings: *Savings highly likely; total savings uncertain*

** Subject to modification as further information is obtained.*

S.A.U. NO. 55 (Pro-Forma DRAFT, TRSD ONLY)
30 Greenough Rd., Plaistow, NH

			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Pro-Forma Bgt</u>	<u>Pro-Forma Bgt</u>	<u>Pro-Forma Bgt</u>
			<u>2017-2018</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
<u>SALARIES</u>			1,001,079	1,053,356	1,087,615	1,069,598	1,101,686	1,134,737
<u>OPERATING EXPENSES</u>								
2317	330	AUDIT	9,000	7,078	10,000	0	0	0
2319	310	SCHOOL BOARD EXP	200	152	600	600	600	600
2320	580	CONF & TRAVEL EXPENSE	20,000	19,538	20,000	10,000	10,000	10,000
2390	270	COURSE REIMB	5,000	3,015	5,000	5,000	5,000	5,000
2390	360	TECHNOLOGY SERVICES	106,330	106,330	125,268	114,958	118,406	121,959
2390	390	LEGAL SERVICES	40,000	29,838	40,000	20,000	20,000	20,000
2390	440	MAINT OF EQUIP	200	0	200	200	200	200
2390	451	OFFICE RENTAL	42,250	42,250	42,250	0	0	0
2390	452	CONTRACTED SERVICES	47,440	46,191	50,500	5,416	5,686	5,971
2390	521	LIABILITY INSURANCE	3,600	3,532	3,600	3,970	3,970	3,970
2390	531	TELEPHONE	9,250	9,250	9,250	0	0	0
2390	532	POSTAGE	4,000	4,000	4,000	0	0	0
2390	580	IN DISTRICT TRAVEL	5,400	7,800	5,400	0	0	0
2390	610	SUPPLIES	8,500	8,163	8,500	0	0	0
2390	741	NEW EQUIPMENT	0	0	9,250	0	0	0
2390	742	REPLACE EQUIP	0	0	0	0	0	0
2390	810	DUES AND FEES	9,538	11,009	9,608	9,978	10,178	10,381
2620	433	CUSTODIAL SERVICE	7,000	7,000	7,000	0	0	0
2620	441	MAINTENANCE	0	0	0	0	0	0
2620	610	CUSTODIAL SUPPLIES	300	300	300	71	71	71
2620	652	ELECTRICITY	7,500	7,500	7,500	0	0	0
2620	653	NATURAL GAS	3,000	3,000	3,000	0	0	0
2900	211	EMP. INSURANCE	375,749	322,830	396,800	367,725	391,752	412,858
2900	225	SICK LEAVE REDEMPTION	4,500	4,671	4,500	4,700	4,700	4,700
2900	221	EMP. RETIREMENT	112,323	117,679	121,223	125,377	129,138	133,012
2900	230	SOCIAL SECURITY	76,927	80,117	82,737	86,479	89,073	91,746
2900	250	UNEMPLOYMENT COMP.	700	0	700	0	0	0
2900	260	WORKERS' COMPENSATION	2,600	2,920	2,600	3,920	3,920	3,920
2900	290	OTH EMPLOYEE BENEFITS	114,678	47,663	115,069	50,000	50,000	50,000
5220	880	FEDERAL PROJECTS	1	0	1	1	1	1
TOTAL EXPENSE			1,015,986	891,825	1,084,856	808,395	842,696	874,389

	<u>Budget</u> <u>2017-2018</u>	<u>Actual</u> <u>2017-2018</u>	<u>Budget</u> <u>2018-2019</u>	<u>Pro-Forma Bgt</u> <u>2019-2020</u>	<u>Pro-Forma Bgt</u> <u>2020-2021</u>	<u>Pro-Forma Bgt</u> <u>2021-2022</u>
<u>EXPENDITURE SUMMARY</u>						
SALARIES	1,001,079	1,053,356	1,087,615	1,069,598	1,101,686	1,134,737
OPERATING EXPENSE	1,015,986	891,825	1,084,856	808,395	842,696	874,389
TOTALS	<u>2,017,065</u>	<u>1,945,181</u>	<u>2,172,471</u>	<u>1,877,993</u>	<u>1,944,382</u>	<u>2,009,125</u>
<u>Offsets / Additions (Pro-forma, 2019-20 Budget figures only)</u>						
SAU Building Receptionist (offset 50%)				5,569	5,728	5,892
Facilities Director (cost to Timberlane Reg. School Dist. Directly)				90,000	92,700	95,481
FICA				7,311	7,530	7,755
Retirement				11,258	11,595	11,942
Health Ins.				31,314	33,037	34,854
76.17% Supt, CFO/BA, Bus Ops Coor Salaries				301,115	301,115	129,370
76.17% Supt, CFO/BA, Bus Ops Coor Benefits				119,758	123,274	49,884
76.17% Supt, CFO/BA, Bus Ops Coor Travel, Dues				11,481	11,481	3,510
Loss of Rental Income (net revenue)				10,068	10,068	10,068
Loss of Offset for Courier (net revenue)				4,051	4,051	4,051
Loss of Software / Hardware Support from Hampstead S.D. (actual)				6,500	6,500	6,500
Loss of Other Revenue				17,000	17,000	17,000
Loss of Utilities / Communications / Supplies Offset (net revenue)				7,447	7,447	7,447
Loss of Custodial Salary & Supplies Offset				5,705	5,705	5,705
Payment of Other Liabilities / Long Term Liabilities Est'd (TBD)				100,000	100,000	100,000
Total Offsets / Additions				<u>728,577</u>	<u>737,231</u>	<u>489,459</u>
Total Stand Alone Pro-Forma Costs				<u>2,606,570</u>	<u>2,681,613</u>	<u>2,498,584</u>
TRSD SAU Contribution (use 19-20 Budget for all yrs)				1,589,325	1,589,325	1,589,325
Net Additional Cost / (Cost Savings)				<u>1,017,245</u>	<u>1,092,288</u>	<u>909,259</u>

REGULAR MEETING 7:00 PM

Dr. Earl Metzler, Superintendent

Dr. Roxanne Wilson, Asst. Superintendent

Hampstead Town Hall, Hampstead, NH

Jason Cipriano, Chair

Jaye Dimando, Vice Chair

TUESDAY, MAY 26, 2015

I. Opening 7:00 PM

- A.** Call to Order, Roll Call, Pledge of Allegiance
- B.** Approval of Minutes
 - 1.** May 12, 2015 regular session
- C.** Public Comments *

**While comments from the public are welcomed, the Board respectfully requests they be limited to three minutes or less and that individuals address new topics only.*

II. Administrative Reports, Announcements, and Updates 7:10 PM

- A.** Principals
- B.** Directors
- C.** Student Representative - **Jake Hudgins**

III. Current Business 7:20 PM

- A.** Strategic Plan Presentation – ACTION (20 minutes)
- B.** Changes to HMS Program – ACTION (15 minutes)
- C.** Science NECAP Presentation – INFORMATIONAL (15 minutes)
- D.** Chromebook Proposal – ACTION (10 minutes)
- E.** Tuition Rates – ACTION (5 minutes)
- F.** Suspension Authorization – ACTION (5 minutes)
- G.** Food Service Contract – ACTION (10 minutes)
- H.** Policies – ACTION (5 minutes)
- I.** HASS Intent to Negotiate – INFORMATIONAL/ACTION (5 minutes)
- J.** School Board Goals – ACTION (10 minutes)
- K.** SAU 55 Membership – INFORMATIONAL (10 minutes)

IV. School Board Member's Comments & Correspondence 9:10 PM

V. Consent Agenda 9:15 PM

- A.** Personnel Report FY 2014-15
- B.** Assistant Superintendent's Report
- C.** Approval/Signature of Vendor/Payroll Manifests and other Documents

VI. Other Business

VII. Non-Public (Personnel Matter)

VIII. Adjournment 9:40 PM

**times are estimated*

Upcoming Calendar

June 2	Training Session	HCS	6:30 PM
June 9	Regular Board Meeting	Town Hall	7:00 PM
June 23	Regular Board Meeting	Town Hall	7:00 PM

**New Hampshire School Administrators Association
and
New Hampshire School Boards Association**

**Report For The
HAMPSTEAD SCHOOL DISTRICT**

Subject:

Assessment of Organizational Structure

and

**Costs Benefits Analysis for Creating a Separate
NH School Administrative Unit**

Prepared by:

**Dr. Mark V. Joyce
Mr. R. Dean Michener**

October, 2002

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I. Introduction

Scope of the Study

The New Hampshire School Administrators Association and the New Hampshire School Boards Association were selected to complete a study of the cost benefits for the Hampstead School District to remain within, or secede from, SAU #55 creating its own SAU. The study format was defined in a proposal dated June 6, 2002 by Dr. Mark Masterson, the Assistant Superintendent of Schools. This study is based on our Response to the RFP, dated June 18, 2002.

In brief, the study's purpose is to carefully review the administrative and organizational structure of the Hampstead School District and SAU #55. This review will allow an assessment of the viability and potential costs of Hampstead operating as an independent School Administrative Unit. This analysis is based, in part, on a measure of the projected level of effectiveness and efficiency of the new configuration. In addition, recommendations are made that will lead towards maximizing the delivery of services to the students and community that make up the Hampstead School District.

About NHSAA and NHSBA

NHSAA and NHSBA are private non-profit organizations that seek to provide support services to the leadership of public education in NH, to offer high quality services to its members, and to support and promote public education in New Hampshire. As part of our ongoing service to schools, NHSAA and NHSBA periodically provide highly specialized services directly to individual public school districts in NH. It is our commitment that we will provide high quality work that meets all components of our agreed upon design.

II. Consultant's Background

Dr. Mark V. Joyce

Education and Professional Experience:

Dr. Joyce earned his BA from Niagara University, a teaching certification and Masters in Education, specializing in Educational Administration from the University of New Hampshire. In 1986 Mark earned his Doctorate in Education from Boston College with a specialization in leadership, curriculum and instruction.

Dr. Joyce has been a teacher of students in grades 7-12 and the graduate school level. In addition, he has served as a secondary and elementary school principal, an assistant superintendent of schools in New Hampshire. He has also served as a Superintendent of Schools in both New Hampshire and Maine. Dr. Joyce is currently the Executive Director of the New Hampshire School Administrators Association located in Penacook, NH, a frequent consultant to organizations and businesses, and a resident of Epping, NH.

Mr. R. Dean Michener

Education and Professional Experience:

Mr. Michener earned his BA from Baldwin-Wallace College in Ohio and his Masters of Arts degree from the University of New Hampshire. His Masters degree is in Sociology with a special emphasis on research methods and statistics.

Mr. Michener has taught statistics at the college level and was involved in a National Science Foundation project on the development of a computerized statistical question retrieval system as the delivery of an individualized approach to statistical instruction. Dean is currently Director of Governmental Relations and School Finance for the New Hampshire School Boards Association located in Concord, NH and a resident of Durham, NH.

III. Process Used in Study with Timeline

Initial Meetings ~ July 30 and August 23, 2002

Initial meetings were held between the Consultants, Superintendent and Assistant Superintendent of Schools for SAU #55 to finalize the design of the study, collect research materials, and review the structure of administration and leadership for the Hampstead and Timberlane School Districts. Following the August meeting, the investigators toured the Hampstead Central and Middle School buildings.

Review of Artifacts ~ August - September, 2002

The Consultants reviewed copies of job descriptions, organizational designs and charts, prior study by NESDEC dated 1997, and listings of personnel for the Hampstead School District and SAU #55. In addition, they reviewed enrollment projections completed by NESDEC, reviewed State of NH statistics and investigated other NH school districts of similar size and arrangement.

Follow-up Meetings ~ September, 2002

On September 5th the Consultants conducted interviews and meetings with the Business Administrator, current principals of the Hampstead Central and Middle Schools, and the Hampstead administrative team.

On September 12th the Consultants met with the members of the Hampstead School Board to gather information and perceptions.

Analysis of Data and Development of Report ~ September, 2002

The Consultants carefully analyzed information collected, spoke further with members of the SAU #55 Team and developed a draft of the final report.

Submitted Final Report ~ October 14, 2002

The Consultants submitted the final report to the Assistant Superintendent of Schools for SAU #55.

Meeting with Members of the Hampstead School Board ~ November, 2002

The Consultants will meet with the school board to review the final report and discuss findings and recommendations.

IV. Current Hampstead and SAU #55 Structure

Current Hampstead School District/SAU #55 Administrative and Leadership Structure

The Hampstead School District is currently a part of NH School Administrative Unit (SAU) #55. The SAU was established by the New Hampshire State Board of Education approximately 40 years ago in the mid 1960's and currently serves the Hampstead School District and the Timberlane Regional School District. The New Hampshire towns served by SAU #55 include:

Towns Served by School Administrative Unit #55

Hampstead School District	Timberlane Regional School District
Hampstead	Atkinson Danville Plaistow Sandown

The central office building is located in Plaistow and is the primary administrative office. The superintendent of schools, one assistant superintendent and a business administrator are housed at this site. The assistant superintendent primarily serves the Hampstead School District. In addition, the SAU office also employs 10 staff members providing payroll, purchasing, accounts payable, transportation, personnel and secretarial services. Specifically, the current SAU is staffed by the following positions for the 2002-2003 school year:

- Superintendent of Schools - (McDonald, Douglas)
- Assistant Superintendent of Schools - (Fugere)
- Business Administrator - (McDonald, Thomas)
- Transportation Coordinator - (Hodgkins-St. Cyr)
- Personnel - (Fraser, Timberlane - Hendy, Hampstead)
- Payroll - (Smith, Timberlane - Hendy, Hampstead)
- Purchasing - (Antkowiak)
- Accounts payable - (Downie)
- Office manager - (Herrick)
- Secretary (Morgan, Rogers and Sanville)

All of the above staff members are paid by SAU #55 funds and are SAU employees.

The current SAU budget contains anticipated expenditures for the 2002-2003 school year of \$824,779. As of June 30, 2001, the SAU had \$5,001 in cash, thereby reducing the general fund amount to be shared by Hampstead and Timberlane to \$819,778.

TABLE 1. 2002-2003 Budget - SAU #55

Major expenditure categories of the budget include:

SAU Professional Salaries	\$ 328,651
SAU Support Staff Salaries	184,114
Travel Expenses: In-district (\$4,000), Conferences (\$4,500)	8,500
Operation of Plant	14,825
Maintenance of Plant	1,825
Fixed charges - retirement, social security, benefits	216,165
Other expenses - includes \$24,948 in rent	70,698
Capital Outlay	0
Federal Projects	<u>1</u>
Total Expenditures	\$ 824,779
Cash receipts	<u>5,001</u>
Amount to be Shared by Districts	\$ 819,778

The majority of general fund revenues needed to fund an SAU budget come from assessments to the member school districts, i.e. Hampstead and Timberlane Regional. The SAU budget process and assessment formula is established by New Hampshire State Law in RSA 194-C:9:

194-C:9 Budget. -

I. At a meeting held before January 1, the school administrative unit board shall adopt a budget required for the expenses of the school administrative unit for the next fiscal year, which budget may include the salary and expenses of supervisors of health, physical education, music, art, and guidance, and any other employees, and shall include the expenses necessary for the operation of the school administrative unit. Superintendents, assistant superintendents, business administrators, teacher consultants, and the regularly employed office personnel of the school administrative unit office shall be deemed employees of the school administrative unit for the purposes of payment of salaries and contributions to the employee's retirement system of the state of New Hampshire and workers' compensation. The school administrative unit board shall apportion the total amount of the budget among the constituent school districts in the following manner: the apportionment shall be based 1/2 on the average membership in attendance for the previous school year and 1/2 on the most recently available equalized valuation of each district as of June 30 of the preceding school year. Prior to January 15 in each year, the board shall certify to the chairperson of the school board of each constituent school district the amount so apportioned. Each district within a school administrative unit shall raise at the next annual district meeting the sum of money apportioned to it by the school administrative unit board for the expenses of services which each

district received in connection with the school administrative unit office. The school administrative unit board in adopting the budget shall not add any new service to the school administrative unit budget unless a majority of the school districts in the school administrative unit representing not less than 60 percent of the total pupils in the school administrative unit have voted favorably upon the establishment of the service. A vote to accept a new service shall not be construed as a vote to raise and appropriate money within the meaning of RSA 197:3. II. The provisions of paragraph I shall not apply to school administrative units comprising only one district. The budget for these units shall be a part of the school district budget and subject to the vote of the annual school district meeting or, for those districts without an annual meeting, by the legislative body.

Source. 1996, 298:3, eff. Aug. 9, 1996.

Simply stated, a school district's assessment percentage of an SAU budget is based $\frac{1}{2}$ on the ADM in Attendance (number of students) and $\frac{1}{2}$ on the equalized valuation (property wealth). The most recent data* needed to determine the Hampstead School District share of the SAU budget are as follows:

*These figures reflect the most recent State Department of Education data available to the SAU #55 office during budget preparation development in the fall of 2001. Data that became available during the summer and fall of 2002 will be used for 2003-2004 budgeting and allocation of costs.

TABLE 2. Equalized Valuation and Student Percentages for Districts in SAU #55

School District	Equalized Valuation	Percent	Students (ADM) in Attendance	Percent
Hampstead	\$ 550,832,723	27.11%	1,187.8	22.23%
Timberlane	1,481,107,710	72.89%	4,154.9	77.77%
SAU #55 Total	\$2,031,940,433	100.00%	5,342.7	100.00%

The actual assessment of each school district can be determined by averaging the district's property wealth (equalized valuation) percentage and the student size (average daily attendance) percentage. This average percentage is then applied to the total general fund budget to determine the district assessment.

TABLE 3. Averaged Percentage Applied to SAU #55 Budget

School District	Equalized Valuation Percentage	Average Daily Attendance Percentage	Averaged Percentage	District Share of SAU Budget
Hampstead District	27.11%	22.23%	24.67%	\$ 202,243
Timberlane District	72.89%	77.77%	75.33%	\$ 617,535
SAU #55 Total	100%	100%	100%	\$ 819,778

The Hampstead School District will spend approximately \$202,243 for SAU services in the 2002-2003 school year. This includes a full time Assistant Superintendent virtually dedicated to Hampstead, a Hampstead payroll and personnel position as well as shared services from several other SAU support positions. It is important to note that the Assistant Superintendent, and one support staff position providing dedicated Hampstead services, are SAU positions for which the costs are shared by both Hampstead and Timberlane.

V. Design of Hampstead SAU as a Separate SAU

One highly valued method of analyzing the feasibility of creating a new SAU is to outline certain design requirements and to assign those to individuals. Once the projected staffing levels are identified, a budget can be accurately projected.

Overview of school leadership responsibilities

A NH-SAU provides overall professional educational leadership to a school system or systems. This specialized leadership work can be grouped in at least seven major areas of responsibility: General Leadership, Finance, Communications and Community Relations, Personnel, Student Services, Curriculum and Instruction, and Maintenance and Capital Improvement. Within each of these areas reside a myriad of complex legal and procedural roles and responsibilities. The following table describes a few of the major activities that are required to meet these responsibilities.

TABLE 4. Seven Major Areas of Responsibility: Educational System Leadership

<u>Areas of Responsibility</u>	<u>Activities</u>
General Leadership	<ul style="list-style-type: none"> ❖ Acting as Chief Executive Officer of SD and SAU. (Planner, evaluator, policy advisor, and more) ❖ Hearing officer, and appeals judge ❖ Legal representative and more ❖ School Board relations, meeting leadership and CEO work

Curriculum and Instruction	<ul style="list-style-type: none"> ❖ Leading the development of the “What” and “How” of schools ❖ Student assessment, district report cards, etc. ❖ Accountability planning to measure performance to mission and goals of school system and more
Personnel Management	<ul style="list-style-type: none"> ❖ Collective bargaining, recruiting, hiring procedures and retention ❖ Deployment, supervision and evaluation of all employees ❖ Professional development and training of all staff and more
Finance	<ul style="list-style-type: none"> ❖ Budget development, implementation, monitoring ❖ Purchasing, control, reporting and audit ❖ Annual meeting preparation and more ❖ Running the largest business in the community
Student Services	<ul style="list-style-type: none"> ❖ Special education, 504, and attendance, procedures ❖ Overseeing the Food service, and transportation systems ❖ Planning and supervising the behavior management, safety programs and more
Communications and Community Relations	<ul style="list-style-type: none"> ❖ Accountability, newsletters, information sharing ❖ Establishing effective two-way communication system with all citizens ❖ Policy development, revision and more
Maintenance and Capital Improvement	<ul style="list-style-type: none"> ❖ Long-term planning for facilities, projections, capital Improvement Plan ❖ Overseeing the maintenance and care of all facilities and grounds

Historically, these services have been provided to the Hampstead School District by New Hampshire SAU #55. For the purpose of this study, it is expected that the new SAU would meet or exceed these standards of service.

A Separate SAU for Hampstead

After carefully reviewing the current structure of SAU #55, the identified goals of the Hampstead School District and the general areas of leadership responsibility, it is recommended that a new SAU solely administering the Hampstead School District would need to include the following personnel positions:

- ❖ All current administrative personnel currently budgeted in the Hampstead School District Budget including:
 - I. Building level administrators
 - II. Special Education Director and secretary
 - III. Physical Plant Director
 - IV. Technology Coordinator
 - V. Curriculum Coordinator
- ❖ The SAU #55 personnel currently dedicated to Hampstead School district including:
 - Assistant Superintendent to be transformed into a Superintendent position
 - Personnel/payroll secretary

- ❖ The following new positions would be necessary in order to meet the legal requirements and local expectations of the new SAU.
 - Business Administrator (New Position 1)
 - Accounts payable and receivable Clerk (New Position 2)
 - Secretary /Receptionist (New Position 3)
 - Food Service Coordinator (New Position 4)
 - Transportation Coordinator (New Position 5)

In order to provide a comprehensive justification for these positions, the following table outlines how the current and new personnel will be utilized in the new SAU in relation to the seven- (7) areas of responsibility noted earlier.

TABLE 5. Matrix of Administrative Responsibility and Personnel Needs

<u>Areas of Responsibility</u>	<u>Now</u>	<u>Future</u>	<u>Additional Personnel Needed to Assist</u>
General Leadership	Asst.Supt. SAU#55 Support Staff	New Supt. Principals	New Position 3
Personnel Management	Asst.Supt. &Supt. & BA SAU#55 Support Staff	New Supt. Principals New BA New Office Sec	New Positions 1 & 3
Finance	BA SAU#55 Support	New Supt. BA & Clerk Principals	New Positions 1, 2 & 3
Student Services	Asst.Supt. SAU#55 Support Special Ed. D.	New Supt. Special Ed. D. Transp. & Food Serv. Principals	New Positions 1, 3, 4, & 5
Communications and Community Relations	Asst.Supt. SAU#55 Support	New Supt. Principals	New Position 3
Maintenance and Capital Improvement	Dir. Bldg.Grs. SAU#55 Support	New Supt. BA Dir. Bldg.Grs. Principals	New Positions 1 & 3
Curriculum and Instruction	Asst.Supt. SAU#55 Support	New Supt. Curr. Coordinator Principals Teachers Staff	None

Note: New positions 1-5 are identified on prior page.

Analysis of Efficiency and Effectiveness

There are a number of indicators of efficiency of any complex human service organization and for the purposes of this study the investigators have chosen to utilize three measures of projected efficiency, namely; required performance, client/customer perception and cost. Each of these measures poses a different critical question about the performance of an organization. The Consultants are able to project a comprehensive and defensible assessment of an organization's projected efficiency and some measure of its perceived effectiveness.

Required Performance Efficiency and Effectiveness

Critical Question: Will the proposed organization complete its legally required functions on time and consistently?

Analysis: As previously stated, a NH-SAU provides overall professional educational leadership and specialized work that can be grouped in at least seven major areas of responsibility (General Leadership, Finance, Communications and Community Relations, Personnel, Student Services, Curriculum and Instruction, and Maintenance and Capital Improvement). Compliance to these complex and ever changing requirements is measured annually or periodically in the case of compliance audits or complaints. Specifically, a variety of financial and compliance auditing procedures annually test and question the efficiency of an SAU's and school district's operation.

The presence or absence of formal complaints, law suits, adverse findings and other forms of outstanding dispute resolution will be reviewed annually to assess efficiency and effectiveness in this area of total "risk" management. In considering these legal responsibilities, it is the Consultants' judgement that if the SAU is staffed at the recommended level noted in the prior section, with qualified people, the SAU will be able to meet its legally required functions on time and consistently.

Customer and/or Client Perception of Efficiency and Effectiveness

Critical Question: Will the clients of the organization recognize and value the increased level of services that will be provided to residents of the Hampstead School District?

Analysis: Perhaps the most subjective area to assess in an efficiency study is the area that relates to the perception of the clients/customers and superiors. In order to gain a better understanding of this area, the Consultants interviewed leaders and members of the school board.

As a result of a review of the feedback in this area, it is clear that people are generally satisfied with the long history of services provide by SAU #55. While individuals were quick to identify a number of substantive strengths in this area, they were also able to target specific advantages that would accrue if a separate SAU were created.

Strengths of continued association with SAU #55:

- ❖ Realize certain efficiencies of size and scale and share in specialized services in a cost-effective manner
- ❖ Continue traditional services
- ❖ Access to diverse expertise of SAU and Timberlane personnel
- ❖ Access to high quality technology system used in business operations

Advantages of creating a separate SAU:

- ❖ Control over decision-making and full emphasis on Hampstead School District's mission
- ❖ Enhanced local control of resources
- ❖ Development of coordinated services with the community

It is clear and important to note, that the members of the Administrative Team and School Board would like a new SAU to offer all of the same services that the current SAU offers plus additional benefits. In particular, the additional services would center on improved comprehensive long-range planning (e.g. curriculum, capital needs and finance), improved business information/management, and Hampstead focused leadership.

In summary, the final assessment of this area will be made by the school board and the residents of the community through their voting on a possible separation at school district meetings and school elections.

Cost Efficiency and Effectiveness

Critical Question: Will the defined services of the organization be offered in a cost efficient and accountable manner?

Analysis:

The Consultant's have projected staffing, salary levels and budget figures for the purposes of this study. The following budget would be sufficient to house and staff the new SAU, given the staffing recommended in the prior section.

TABLE 6. Projected Costs of New (Hampstead Only) SAU: 2003 - 04

Hampstead School District SAU Proposed Budget 2003-2004

Salaries

Superintendent	\$90,000
Business Administrator	\$64,000
Secretary to the Superintendent	\$28,000
Bookkeeper/Payroll/Finance	\$25,000
Transportation Coordinator	\$30,000
Food Service Coordinator (stipend)	\$10,000
Receptionist/Secretary	\$20,800
Total Salaries	\$267,800

Related Budget Items

Insurance, Social Security, and tuition reimbursement	\$85,696
25% Fringe Benefits + 7% Social Security	
Workshops/Conferences	\$2,500
Travel	\$2,000
Professional Books	\$500
Professional Dues for service to school district	\$3,500
Salary of Treasurer (including FICA & Worker's Comp)	\$400
Treasurer Exp./Legal Services/Advertising	\$3,500
Postage/Printing	\$3,000
Supplies	\$5,000
Furniture and Equipment (copier, postage, fax, desks, chairs...[Note 1].)	\$21,000
Computer Hardware (Note 2)	\$23,000
Computer Software (Note 3)	\$28,000
Annual software support	\$4,000
Cleaning/Service Equip.	\$4,500
Property Insurance/Telephone	\$5,000
Electricity/Heat	\$7,000
Rent (Note 4)	\$25,000
Total of Base Budget – Annual Cost	\$491,396

Notes to Table 6

- 1.) Furniture is estimated at a cost of \$15,000. for chairs, desks cabinets, etc.
- 2.) Hardware is a one-time initial cost that may be bought with a lease purchase. See Appendix C.
- 3.) Software is a one-time cost. See Appendix C
- 4.) Based on conversations with local realtors, commercial rent in Hampstead is \$10-\$15 per sq. ft., or approximately \$25,000 for 2,000 sq. ft. per year. A double modular classroom, slightly less than 2,000 sq. ft., leases for \$2,080 per month, or \$24,960 per year.

Currently the Hampstead District is paying \$202,243 annually towards the operation of SAU#55. The increased difference in annual costs would be \$289,153. However, if you subtract the stipend paid for food service which is funded by the food service program, the increase is reduced to \$279,153.

In summary, the fully independent Hampstead SAU could be achieved for an additional cost of approximately \$279,153. Ultimately the residents of the school district will have to judge the value of the increased services and accountability that this arrangement will afford to the residents of the school district. From the perspective gained by studying school districts around the state and region, the Consultants judge this new SAU structure to be appropriately staffed and the projected budget to be based on current averages. In addition, the following section will demonstrate that the projected staffing levels are comparable to other SAU's of similar size and structure.

VI. Comparison to Other SAU's and School Districts

Overview of School District Organization in New Hampshire

There are a number of important indicators to keep in mind when comparing one New Hampshire School Administrative Unit to another. As background information to the reader, the following brief summary describes the arrangement of schools in New Hampshire as reported by the NH Department of Education in a report dated September 2000.

The 221 towns and cities of New Hampshire are organized into 176 school districts and 14 of these school districts do not operate schools. Statewide there are 232,906 students eligible to attend school in grades K-12, with 208,461 served within the 176 public school districts.

A school district may be a single district (131), a cooperative district (31) or a school district not operating a school (14). In addition, an individual school district may be related to another district through a tuition contract (11), an AREA agreement (19) or in other ways (21). There are 39 sending districts that pay tuition to the 19 receiving AREA districts.

These 176 school districts are further organized under state law into 78 NH School Administrative Units, each with its own superintendent of schools. An SAU may include a single district (43), two districts (11), or multi-district (24). Based on the 2001- 2002 school year, SAU's service student enrollments ranging from a low of 295 to a maximum of 17,438 with an average of about 2,500 students.

SAU #55 is a large, multi-district SAU, and serviced about 5,450 students in the 2001-2002 school year. If the Hampstead District were to separate from SAU #55 it would become a small sized NH SAU containing one single town school district, serving approximately 1,200 enrolled students and 450 tuitioned students to Pinkerton Academy. The new SAU would be on the smaller end of the NH SAU administrative structure.

Table 7, titled: "Selected SAU Information for 2002-2003", shows comparative information collected in September 2002. The other SAU's listed in this table are similar in configuration to the potential new SAU composed of just the Hampstead School District. From a careful review of this information a reader can discover the relative size, staffing levels, and number of schools for each of the districts in the comparative sample. In particular, if the district is staffed at the level recommended by this study, it would be generally comparable to all of the districts in this sample.

TABLE 7. Selected SAU Information for 2002-03

<u>SAUs:</u>	<u># of System Personnel by code (See below)</u>	<u># of School Districts</u>	<u>FY '02 in- district Enroll ment</u>	<u># of towns, Coop. SD Included</u>	<u># of School Buildings/ Campus</u>
#72 - Alton	S,B,Fs,Sa,Tc,2Se	1	736	1	2
#74 - Barrington	S,B,Sa,Fs,Cc,Tc,Pc,2Se	1	912	1	1
#25 - Bedford	S,As,B,Sa,Tc,Tr,4Se	1	2,709	1	4
#73- Gilford	S, B, Sa, Tc, Pc, Fs,4Se	1	1,406W/T	1 Area	2
#31 - Newmarket	S,B,Sa,Fs,Pc,3.25Se	1	1,152	1	2
#45 - Moultonboro	S,B,Sa,Tc,Pc,4Se	1	707	1	2
# Hampstead	S,B,Sa,Pc,Tc,Fs,4Se	1	1,181	2	4

Source: Survey of Superintendents' Offices, 9/02

Table 7 - Code Key:

S = Superintendent; As = Assistant Superintendent;
 B = Business Manager or Assistant for Business; Sa = Special Education Administrator;
 Cc = Curriculum coordinators; Se = Secretary, clerks, assistants, or bookkeepers; Pc = Physical Plant Coordinators; Tc =Technology Coordinator; Tr = Transportation Coordinator; Gc = Grants Coordinator; Fs = Food Service Director.

Table 7 notes:

- a.) *Not all system personnel are included in an SAU's budget total, some districts include costs in other budget areas. Therefore, in order to create fair comparisons each location is treated as a single system.*
- b.) *The table does not include administrative positions that may service the district through privatized agencies (e.g. transportation coordinators that are paid for by the bus company and food service personnel employed by the outside service company.)*
- c.) *The (W/T) symbol denotes that the enrollment includes AREA tuitioned students at the high school.*

VII. Impact on SAU #55

The total budget of SAU #55 is \$819,778. If a separation were to occur, consistent with the recommendations in this study, SAU #55 would lose about \$202,243 in revenue. As a result of conversations with administrators and reflection on the experiences of other SAU separations, it would appear that the current staffing of SAU #55 may be adjusted to mitigate the loss in revenue but probably new staff would be added to replace some of the personnel moved to the new SAU.

VIII. Findings, Observations and Alternatives

Based on a careful consideration of the preceding information the following findings and/or observations are offered:

1. All employees, school board members and citizens who took part in the group and individual meetings were thoughtful, candid and cooperative. Each participant demonstrated a deep commitment to serve the students of the Hampstead District and a high level of professional competence and civic responsibility.
2. The consultants made the following assumptions in developing recommendations.
 - a. If the Hampstead School District decides to separate, no furniture or equipment would be available to equip the new office since all current materials at the SAU office are the property of the Timberlane School District.
 - b. It is our understanding that there is no other joint equipment or property that needs to be divided between the new SAU and SAU #55.

Alternative 1. Create a separate Hampstead only School Administrative Unit

Essential Elements are:

- Follow procedures for separation that are detailed in Appendix B
- Secure all necessary approvals including a vote at the School District meeting
- Hire new Superintendent
- Decide on and secure new physical location

Advantages (+)	Disadvantages (-)
<ul style="list-style-type: none">♦ Allows full control over SAU services by the Hampstead voters and their representatives.♦ Allows for a more focused effort of school leaders to work directly with the town of Hampstead on matters of mutual interest and benefit.♦ Provides school based staff and students full and complete access to all SAU services.	<ul style="list-style-type: none">♦ Significant annual SAU operating cost increase of approximately \$279,153.♦ One-time cost of \$72,000 to purchase, computer hardware and software and office furniture and equipment.♦ Loss of shared expertise and services available in larger SAU office, and from the Timberlane School District.♦ Need to find housing for SAU services; if space is taken from a school it would increase crowding in already crowded schools.♦ The level and quality of access to certain office functions would be of a lesser quality than under current arrangement. (e.g. technology for business operations, shared expertise...)

Alternative 2. Remain as part of SAU #55 with the Timberlane School District

Essential Elements are:

- No specific action is required

Advantages (+)	Disadvantages (-)
<ul style="list-style-type: none">• Maintains current relationship• No cost increase other than that amount voted at the SAU#55 meeting. A savings of over \$279,153 from alternative 1.• Continue to share expertise and services with Timberlane• Dedicated services of Ast Supt and support staff are included in SAU budget	<ul style="list-style-type: none">• Control of operations still needs to be shared and/or negotiated with the Timberlane School District.• May limit some Hampstead focused collaboration efforts with the town (e.g. joint financial planning....) due to limitations of shared staff time.• Less than full-time attention of SAU # 55 personnel who need to accommodate both school districts needs.

After carefully considering the results of this study, it appears that the School Board has two viable choices of structure for providing Superintendent Services for the Hampstead School District.

1.) Remain within SAU #55

This option is the less expensive option but it also offers less control over SAU operation (Control, ownership, focus). However, it should be noted that Hampstead is receiving the almost dedicated service of the current SAU #55 Assistant Superintendent, basically serving as a Superintendent for the Hampstead district, while being paid from SAU funds for which Hampstead only contributes approximately 25%. This is also true for a support staff person covering payroll and personnel functions for Hampstead.

2.) Become a new separate SAU.

This option costs an additional \$279,153 in operating costs per year (see page 12) but provides the greatest amount of independence and control over the daily operations of the district. The increased costs are a function of adding the new positions and increased services noted in prior sections of this report.

General note:

It has been suggested that the new SAU could purchase services (business, personnel, and more) from SAU#55 on a contracted fee basis. This would reduce the increase in cost associated with a separation. Upon considering this option the consultants observe that when comparing the cost of purchasing services to that of a complete separation, the savings may be minimal depending on the services requested.

Closing Comments

School Administrative Unit #55 is a well run and effective organization that enjoys a rich history of success and a high level of support.

The observations, findings and recommendations shared in the previous sections of this report are not intended in any way to reflect the performance of any individual. The views represent the best professional judgement of the Consultants given the information available at this time.

Appendix A

Summary of Meeting with Hampstead School Board on September 12, 2002

1.) Strengths of Current SAU#55 Relationship:

- Realize benefits of economy of scale
- Familiar with structure and how system works
- Receive a lot of brainpower and expertise for a district our size
- Enjoy access to a comprehensive technology system
- The Assistant Superintendent focuses most of his time on Hampstead.... It is like having a Superintendent and this system has evolved overtime
- Negotiations is shared between the Superintendent (Hampstead) and Assistant (Timberlane) allowing some "distance"
- The current facility housing SAU services is a good facility
- Hampstead may benefit from connection with Timberlane in attracting and retaining staff

2.) Weaknesses or Limitations of Current Arrangement

- ❖ Don't always have representation when you need it because of shared services (e.g. business assistance)
- ❖ Hampstead is only 1/5th of the organization and as a result doesn't have even control (e.g. weighted vote)
- ❖ Lack of public involvement in SAU meeting
- ❖ Office is not located in Hampstead
- ❖ Open question as to whether we are getting 1/5th of the services?
- ❖ Lack of total focus within the community of Hampstead ...shared work with the town, grant research, shared financial planning

3.) Vision of Future Services if Hampstead had its own SAU

- Currently a town with 9,000 people is run like one of 2,000. Greater planning, coordination and enrichment of services would be possible, especially between the town and the school.
- More focused business operations, leading to more grants, better coordination with the town, long range planning of capital needs and more.
- The presence of a strong educational leader for the community
- Being separate is not a negative reference to Timberlane but a proactive vision of what's good for Hampstead
- Final decision would need to evaluate the cost and benefit of a change
- Greater local control and community ownership
- There is a question of whether being smaller will hurt our ability to attract and retain staff.

Appendix B

Summary of Procedure for Hampstead School District to Withdraw from the existing School Administrative Unit #55

Reference: RSA 194-C:2-4

1. Initial warrant article at an annual or special meeting to create a planning committee. A public hearing must take place 15-30 days prior to the vote to form a planning committee. If approved at the annual meeting, the committee serves until the next annual meeting.
2. Duties of the planning committee:
 - Study the advisability of establishing an SAU;
 - Estimate the costs involved;
 - Investigate possible ways for funding the new SAU;
 - Prepare an educational and fiscal analysis on the remaining districts in the SAU;
 - Submit a report to the other districts in the SAU.
3. The planning committee must either:
 - a) recommend to legislative body not to withdraw, or
 - b) recommend withdrawal and prepare a plan for the provision of superintendent services for the district. At least one public hearing must be held with reasonable notice prior to the planning committee making final approval of a plan.
4. When the planning committee approves a plan, it must:
 - a) submit a copy of the proposed plan to any district within the SAU;
 - b) submit the proposed plan to the State Board for review, holding a public hearing on the proposed plan at least 60 days prior to the State Board submission.
5. Within 60 days, the State Board reviews the plan for the services specified in 194-C:4 (Superintendent Services - see below*). Each plan must also include an educational and fiscal analysis of the impact on all remaining districts and the disposition of SAU assets. The State Board may:
 - a) return the plan for deficiencies to be addressed, in which case the plan is revised and resubmitted; or
 - b) recommend adoption of plan.
6. The State Board submits the withdrawal plan to the school board for local legislative body approval, with 3/5 vote required to approve the plan.

Timeline: Hampstead could create a Planning Committee at the March 2003 annual meeting. Even if all action proceeds smoothly, the planning committee needs to submit a report by November 1, 2003 to the other district in SAU #55 (Timberlane Regional) and hold a public hearing on the plan. Submission of the plan to the State Board could then occur January 1, 2004, allowing 60 days for State Board action to recommend approval and have the plan considered at the March 2004 district meeting.

*** § 194-C:4 Superintendent Services.** – Each school administrative unit or single school district shall provide the following superintendent services:

- I. An educational mission which indicates how the interests of pupils will be served under the administrative structure.
- II. Governance and organizational structure and delivery of administrative services including, but not limited to:
 - (a) Payroll, cash flow, bills, records and files, accounts, reporting requirements, funds management, audits, and coordination with the treasurer, and advisory boards on policies necessary for compliance with all state and federal laws regarding purchasing.
 - (b) Recruitment, supervision and evaluation of staff; labor contract negotiation support and the processing of grievances; arrangement for mediation, fact finding or arbitration; and management of all employee benefits and procedural requirements.
 - (c) Development, review and evaluation of curriculum, coordination of the implementation of various curricula, provisions of staff training and staff development, and development and recommendation of policies necessary for compliance relating to curriculum and instruction.
 - (d) Compliance with laws, regulations, and rules regarding special education, Title IX, the Americans with Disabilities Act, home education, minimum standards, student records, sexual harassment, and other matters as may from time to time occur.
 - (e) Pupil achievement assessment through grading and state and national assessment procedures and the methods of assessment to be used.
 - (f) The on-going assessment of district needs relating to student population, program facilities and regulations.
 - (g) Writing, receiving, disbursement, and the meeting of compliance requirements.
 - (h) Insurance, hearings, litigation, and court issues.
 - (i) School board operations and the relationship between the board and the district administration.
 - (j) The daily administration and provision of educational services to students at the school facility including, but not limited to, fiscal affairs; staff, student, parent, safety and building issues; and for dealing with citizens at large.
 - (k) Assignment, usage, and maintenance of administrative and school facilities.

(l) Designation of number, grade or age levels and, as applicable, other information about students to be served.

(m) Pupil governance and discipline, including age-appropriate due process procedures.

(n) Administrative staffing.

(o) Pupil transportation.

(p) Annual budget, inclusive of all sources of funding.

(q) School calendar arrangements and the number and duration of days pupils are to be served pursuant to RSA 189:1.

(r) Identification of consultants to be used for various services.

Source. 1996, 298:3, eff. Aug. 9, 1996.

Appendix C

Cost Estimate of Business Software and Hardware

Estimate was given to the Shaker Regional School District SAU #80 in advance of
their recent separation from SAU #46

Software:

Breen Systems Management, Inc.
600 Blair Park Rd.
P.O. Box 507
Williston, VT 05495

FundWorks Plus Accounting Software

Includes 5 Operator License and the following modules:

General Ledger; Accounts Payable; Purchase Order; Payroll; Personnel;	\$18,400
Fixed Asset; Contract Management	775
Sybase Server & User License	895
Cognos Impromptu Report Writer	

Total Software	\$20,070
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Software Installation	1,536
Software Training	4,992
Travel (4 days)	400

Total Other Conversion Costs	\$6,928
-------------------------------------	----------------

Total Software Cost	\$26,998
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Annual Maintenance estimate	\$3,757
(actual cost 01-02 \$3,870)	

Hardware:

Mac-Durgin Business Systems, Inc.
570 Union Ave.
Laconia, NH 03246

Microsoft Windows NH 4.0 Service,	
Intel Pentium III,	
800 Mhz File Server	\$6,630
Battery Backup System	395
Tape Backup, Tapes, Backup Exec	4,723
Windows NT 4.0 Operating System	635
NetGear 24 port Ethernet Hub	280
2 2100TN Printer & Toner	3,000
2 Workstations (\$1,485 ea)	2,970
1 Workstation (\$2,450)	2,450

Total Hardware	\$21,083
-----------------------	-----------------

*Software was purchased outright, hardware was purchased through a
3-year lease (total lease \$21,083) with a \$1,00 Buy-Out. Annual Lease
payment: \$5,191.00

Bradbury v. Shaw (1976)

[Right to Know NH](#)
[Right to Know advocacy in New Hampshire](#)
[righttoknownh.wordpress.com](#)

Bradbury v. Shaw, 116 N.H. 388, 360 A.2d 123 (1976)

[388] [123]
Doc. No. 7289, N.H. Supreme Court
116 N.H. 388 (1976)
360 A.2d 123 (1976)

THE SUPREME COURT OF NEW HAMPSHIRE

Strafford

No. 7289

SUSAN BRADBURY

v.

JOHN SHAW & a.

June 30, 1976.

[389] [124] Anthony A. McManus, by brief and orally, for the plaintiff.

Urien & Coraine and Anthony T. Coraine (Mr. William B. Cullimore orally) for the defendants.

KENISON, C.J. Petition under the Right to Know Law, RSA ch. 91-A (Supp. 1975), to secure public access to the meetings and records of the mayor's industrial advisory committee of Rochester. The Trial Court (Douglas, J.) ruled that the committee was subject to the statute, but certain records of its meetings were exempt from disclosure. The court awarded attorney's fees to the plaintiff and denied the defendants' motion for costs for the reproduction of certain documents furnished to the plaintiff in discovery pursuant to a court order.

There is no statute or ordinance which establishes or provides for the mayor's industrial [125] advisory committee. It derives its authority from the mayor who

Bradbury v. Shaw (1976)

created it and who calls its meetings. The committee consists primarily of prominent businessmen, but also includes newspapermen and members of the city council. The committee met once each month during the six months preceding the filing of this suit. The committee performed a variety of functions. For example, it contacted concerns which it thought might locate in Rochester and it gathered information which potential investors might find useful.

The committee also devoted its time to the sale of city-owned land. The city sold two parcels to commercial developers in 1973 and was negotiating a third sale at the time suit was brought in 1974. Members of the committee were active in arranging the two 1973 transactions, and the committee participated in the 1974 negotiations. The mayor submitted one proposed sale to the city council with the statement that it had been approved by the committee. The committee attempted to find purchasers for other land that the city owned, and it reviewed certain land purchases which the city made. The committee frequently discussed the extension of city water and sewer lines and the construction of new streets. Regarding the possible end of the committee's official status, its chairman testified, "[W]e would perhaps go back to a Chamber of Commerce group but we couldn't be a tenth as effective because we need the immediate ability to tell a prospect 'yes, a city can do this, that, and the other,'"

Not all organizations that work for or with the government are subject to the right-to-know law. Lombardo v. Handler, 397 F. Supp. [390] 792 (D.D.C. 1975); Wolfe v. Weinberger, 403 F. Supp. 238 (D.D.C. 1975). Advisory committees have been recognized as special problems. See Federal Advisory Committee Act, 86 Stat. 770, 5 U.S.C.A. App. I (Supp. 1976); Stein, FOIA and FACA: Freedom of Information in the 'Fifth Branch'?, 27 Ad. L. Rev. 31 (1975). The primary issue here is whether the mayor's industrial advisory committee is a "board, commission, agency, or authority of [a] municipal corporation," and consequently subject to the right-to-know law. RSA 91-A:1 IV (Supp. 1975). The Court of Appeals for the District of Columbia Circuit stated its approach to a similar problem of classification as follows: "[A]ny general definition can be of only limited utility to a court confronted with one of the myriad organizational arrangements for getting the business of government done The unavoidable fact is that each new arrangement must be examined anew and in its own context." Washington Research Project, Inc. v. Department of H.E.W., 504 F.2d 238, 245-46 (D.C. Cir. 1974); cf. Burton v. Wilmington Parking Auth., 365 U.S. 715 (1961). On the present record, the trial court properly found that the committee's involvement in governmental programs and decisions brought it within the scope of the right-to-know law. Herron v. Northwood, 111 N.H. 324, 282 A.2d 661 (1971); Town of

Bradbury v. Shaw (1976)

Palm Beach v. Gradison, 296 So. 2d 473 (Fla. 1974); Project, Government Information and the Rights of Citizens, 73 Mich. L. Rev. 971, 1197-99 (1975); Annot., 38 A.L.R.3d 1070, 1082 (1971).

The plaintiff argues that the trial court erred in ruling that the records of the committee's meetings are partially exempt from disclosure by reason of RSA 91-A:3 II (d) and 5 IV (Supp. 1975). This issue is not before this court because the plaintiff saved no exception in the trial court and none has been transferred here. Merriam v. Salem, 112 N.H. 267, 293 A.2d 596 (1972); Barton v. Manchester, 110 N.H. 494, 272 A.2d 612 (1970).

RSA 91-A:8 (Supp. 1975) provides: "Any body or agency which, in violation of the provisions of this chapter, refuses to provide a public document or refuses access to a public proceeding, to a person [126] who reasonably requests the same, shall be liable for reasonable attorney's fees and costs incurred in making the information available or the proceeding open to the public provided the court renders final judgment in favor of such request." The defendants argue that two restrictions ought to be placed on the unqualified right given by the statute; first, no attorney's fees should be awarded if the defendant's position is sustained in part [391] only; second, no attorney's fees should be awarded if the defendant resists the plaintiff's claim for access in good faith.

The Federal Freedom of Information Act provides for the award of attorney's fees if "the complainant has substantially prevailed." 5 U.S.C.A. § 552 (a) (4) (E) (Supp. 1976). It has been suggested that the New Hampshire statute requires the award of counsel fees where the only relief secured is a declaration that the government has acted illegally. Douglas, The New Hampshire Right to Know Law — An Analysis, 16 N.H.B.J. 227, 245 (1975). There is no occasion in this case to decide whether a plaintiff must be substantially or significantly successful to be entitled to recover his counsel fees under our statute. For if there is such a condition the plaintiff has met it in this case. Project, Government Information and the Rights of Citizens, 73 Mich. L. Rev. 971, 1136-37 (1975).

The provision for the award of attorney's fees is critical to securing the rights guaranteed by the statute. Comment, Court Awarded Attorney's Fees and Equal Access to the Courts, 122 U. Pa. L. Rev. 636, 666-67 (1974). Without this provision, the statute would often be a dead letter, for the cost of enforcing compliance would generally exceed the value of the benefit gained. In some cases, the plaintiff may gain a financial benefit by the invalidation of government action taken in violation of the statute. See Stoneman v. Tamworth School Dist., 114 N.H.

Bradbury v. Shaw (1976)

[371](#), 320 A.2d [657](#) (1974). But it will frequently be impossible to place a monetary value on the interests protected by the right-to-know law. The attorney fee provision was enacted so that the public's right to know would not depend upon the ability of individuals to finance litigation. Wiener, Poverty Law, in 1974/75 Ann. Surv. Am. Law. 483, 492. The legislative history indicates that the purpose of the attorney's fees provision is not to punish the defendant but to promote the statutory objective. N.H.H.R. Jour. [592-93](#) (1973); N.H.S. Jour. [919](#) (1973). In some cases, citizens might be deterred from seeking vindication of public rights if good faith secrecy were a defense to the award of attorney's fees. The proposed defense has no basis in the language and is inconsistent with the function of the attorney's fees provision. The trial court properly awarded fees to the plaintiff. Newman v. Piggie Park Enterprises, 390 U.S. 400 (1968); Annot., 16 A.L.R. Fed. 643, 652 (1973).

Under the statute, attorney's fees may be charged only against public bodies and agencies, and not against individuals. RSA 91-A:8 (Supp. 1975). The award of fees in this case is properly chargeable to the city of Rochester because the mayor was sued in [392] his official capacity. Wadlow v. Kanaly, 182 Colo. 115, 511 P.2d 484 (1973); Zimmerman v. Miller, 237 Pa. 616, 85 A. 871 (1912); Lake & Co., Inc. v. King County, 4 Wash. 2d 651, 104 P.2d 599 (1940).

The defendants also excepted to the denial of their motion for costs for the reproduction of documents furnished to the plaintiff in preparation for trial pursuant to court order. See Superior Court Rule 41, RSA 491: App. R. 41 (Supp. 1975); Annot., 76 A.L.R.2d 953 (1961). On the record and exhibits before us in this case, we cannot say that the trial court's ruling denying the defendants' motion for \$553 in [127] costs for reproduction of documents was erroneous. Menge v. Manchester, 113 N.H. [533](#), [538](#), 311 A.2d [116](#), [119](#) (1973); RSA 525:3.

Defendants' exceptions overruled.

All concurred.

HAMPSTEAD SCHOOL BOARD

30 Greenough Road, Plaistow, NH 03865

www.hampsteadschools.net

Caitlin Parnell, Chair

Karen Yasenka, Vice Chair

May 15, 2019

SAU55 Withdrawal Planning Committee

30 Greenough Road

Plaistow, NH 03865

Dear Committee members,

This letter is in response to the committee's request that the Hampstead School Board provide an impact statement relative to the possibility of the Timberlane Regional School District withdrawing from School Administrative Unit #55.

The Board's position at this time is that the Hampstead School District will continue to look at all options pertaining to this potential withdrawal and, as such, reserves the right to submit an impact statement after the Timberlane School District, by way of the Withdrawal Planning Committee, submits its withdrawal plan for a public hearing and/or to the Department of Education.

The Hampstead School Board remains committed to providing the very best educational opportunities that are in the best interest of our district, our students and staff members, and the Hampstead taxpayers. The board will continue to monitor the process, study our options, and will provide an impact statement at the appropriate time.

Sincerely,

Caitlin Parnell, Chair

SINGLE DISTRICT SAU BUDGET

SAU Budget	2019-20 (budgeted)	Single District SAU - TRSD	Difference between 2 and 1 district SAU	Notes
Executive Salaries SUBTOTALS		\$485,000		Reduced Super Salary, Asst Super paid by TRSD
Support Salaries SUBTOTALS		\$276,696		Reduced headcount from 7.5 to 5.5
SALARIES TOTALS	\$1,069,598	\$761,696	\$307,902	Removes Compensatory
Operating Expenses				
- Audit	\$8,000	\$1,000	\$7,000	No need for separate audit, \$1,000 estimated increase to TRSD Audit
- School Board Expenses	\$600	\$600	\$0	
- Conf & Travel Expense	\$10,000	\$10,000	\$0	
- Course Reimbursement	\$5,000	\$5,000	\$0	
- Technology Services	\$151,060	\$115,000	\$36,060	Estimate provided by CFO
- Legal Services	\$40,000	\$2,500	\$37,500	Estimate provided by CFO
- Maintenance of Equipment	\$200	\$200	\$0	
- Office Rental	\$42,250	\$0	\$42,250	TRSD owns building - no rental fee needed to be split between districts
- Contracted Services	\$22,416	\$5,500	\$16,916	Estimate provided by CFO
- Liability Insurance	\$3,970	\$3,000	\$970	Assume 23% savings
- Telephone	\$9,250	\$9,000	\$250	
- Postage	\$4,000	\$2,000	\$2,000	
- In District Travel	\$9,000	\$2,000	\$7,000	
- Supplies	\$8,500	\$6,000	\$2,500	
- New Equipment	\$0	\$0	\$0	
- Replace Equipment	\$0	\$0	\$0	
- Dues and Fees	\$11,778	\$6,500	\$5,278	
- Custodial Service	\$7,000	\$7,000	\$0	
- Maintenance	\$0	\$0	\$0	
- Custodial Supplies	\$300	\$300	\$0	
- Electric Service	\$7,500	\$7,500	\$0	
- Fuel / Natural Gas	\$3,000	\$3,000	\$0	
- Employee Insurance	\$367,725	\$300,000	\$67,725	Assume 23% savings
- Sick Leave Redemption	\$4,700	\$3,000	\$1,700	
- Employee Retirement	\$125,377	\$90,000	\$35,377	Assume 23% savings
- Social Security	\$86,479	\$60,000	\$26,479	
- Unemployment Compensation	\$0	\$0	\$0	
- Workers' Compensation	\$3,920	\$1,000	\$2,920	
- Other Employee Benefits	\$110,000	\$25,000	\$85,000	
- Federal Projects	\$1	\$1	\$0	

SINGLE DISTRICT SAU BUDGET

SAU Budget	2019-20 (budgeted)	Single District SAU - TRSD	Difference between 2 and 1 district SAU	Notes
SUBTOTALS	\$1,042,026	\$665,101	\$376,925	
Expenditure Summary	\$2,111,624	\$1,426,797	\$684,827	
TRSD Contribution to SAU	\$1,589,325	\$1,426,797	\$162,528	

Timberlane Regional School District
Withdrawal Planning Committee
SAU / Administrative Function Staffing Scenario
as of July 9, 2019

District Wide Administrators & Directors - SAU/Operations Functions

New or Existing	Positions - Administration	Rationale (New Positions Only)
Existing	Superintendent	
Existing	Assistant Superintendent	
Existing	CFO/Business Administrator	
Existing	Director of Human Resources	
New	Ass't Business Admin./Director, Finance	Position is typical in a stand-alone district the size of TRSD.
Existing	Business Operations Coordinator	
Existing	Transportation Coordinator	

New or Existing	Positions - Support	Rationale (New Positions Only)
Existing	Chief Executive Admin Ass't to the Superintendent	
Existing	Executive Assistant to CFO/BA	
Existing	Administrative Assistant - Accounts Payable	
Existing	Administrative Assistant - Business/Payroll	
Existing	Human Resources Coordinator	
Existing	Human Resources Generalist	
Existing	Administrative Assistant - HR	
Existing	Receptionist	
Existing	Administrative Assistant - Facilities	

EXECUTIVE SUMMARY – SAU55 WITHDRAWAL STUDY COMMITTEE

Superintendent Input on SAU Staffing – July 9, 2019

This narrative shall serve as a supplement to the SAU/Administrative Function Staffing Scenario as of July 9, 2019 document submitted to the committee on July 9, 2019.

It is my recommendation that the SAU administrative organization add a new Assistant Business Administrator/Finance person consistent with concerns raised by the Timberlane School Board at both the Timberlane and SAU level. The SAU55 Board has recently approved a new bookkeeping/accounting position. As a historical reference, the SAU office staff at one time included an Assistant Business Administrator position; however, it was determined the position needed to be repurposed to assist the current Business Administrator with non-financial responsibilities that needed immediate attention. Those responsibilities included facilities oversight (custodial/grounds/maintenance/building projects), food service oversight (food service program/food service staffing), and transportation oversight (transportation program/routing/troubleshooting). The Business Administrator at that time was confident in his abilities to handle the financial business without assistance once the other responsibilities were re-assigned to a Business Operations Coordinator. Since that time, and with a deeper and greater appreciation for making improvements to the business department and its internal controls, the current Business Administrator, the Business Consultant, and the Auditors have all recommended additional staffing to support the business department. I strongly believe both a Business Operations Coordinator and an Assistant Business Administrator (or its equivalent) are necessary to properly staff the business portion and operations portion of a single district SAU.

The rationale behind not reducing current office staff levels for a Timberlane only SAU is based on my determination that the SAU office is currently understaffed and has been for a number of years. In October 2017, I requested adding two support staff members to address this need (one RTK position with additional administrative assistant responsibilities, and one to assist in transportation). Only one position was approved (RTK position); however, I withheld filling the position due to preliminary conversations about adding staff to the business department. In December 2018, the RTK position was removed from the budget completely. In June 2019, the SAU Board added a part-time bookkeeper/accountant position.

I do not support reducing the number of staff in the Human Resource Department as this department is stretched now and can be overburdened quickly by an increased volume in FMLA processing, onboarding of new staff members, volunteer fingerprinting and background checks, conducting personnel investigations, and open enrollments (to name a few).

I do not support reducing the number of staff in the Business Department specifically as it relates to the Hampstead Payroll Clerk as this position also processes Free and Reduced Lunch applications, processes general district bank deposits, prepares and maintains student meal deposit records and reports, confirms bank deposit to meals reporting, processes Forms AV-1 for payment relating to CTE students, maintains database of Utility usage and cost, processes new vendor requests and completion of credit applications, and assists in the annual preparation and distribution of 1099s.

I hope the committee finds this information helpful in its understanding of my staffing recommendations for a single district SAU.

Respectfully submitted,

Dr. Earl Metzler

Timberlane Withdrawal Committee
Schedule of Certain Retirement Related Expenditures
July, 2019

Insurance Subsidy (Direct Payment):

<u>Year</u>	<u>Total Paid</u>
2018-19	8,250.00
2017-18	6,600.00
2016-17	6,600.00

New Hampshire Retirement System Expenditures:

<u>Year</u>	<u>Total Paid</u>
2018-19	136,451.66
2017-18	117,678.70
2016-17	122,105.98

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September 9, 2019

Drew Cline, Chairman
Frank Edelblut, Commissioner
Diana Fenton, Esq.
State Board of Education
101 Pleasant Street
Concord, NH 03301

Jill Perlow, Esq.
Attorney General's Office
33 Capitol Street
Concord, NH 03301

Dear Chairman Cline, Members of the State Board, Commissioner Edelblut, Attorney Fenton and Attorney Perlow:

This firm serves as legal counsel for the Hampstead School District, one of two member districts in School Administrative Unit #55. The Hampstead School District is a single municipal school district with an approximate enrollment of 1,330 students in grades pre-K through 12. Hampstead's high school students attend Pinkerton Academy by virtue of an approved tuition agreement. In contrast, the Timberlane Regional School District is a cooperative school district comprised of four separate municipalities and a total student enrollment of 3,464 students.

We are in receipt of the "Organization and SAU #55 Withdrawal Plan" submitted by the Timberlane Regional School District, SAU #55 Withdrawal Planning Committee. While the Hampstead School Board does not oppose the concept of withdrawal, the current SAU #55 Withdrawal Plan fails to meet the statutory criteria set forth in RSA 194-C:2(IV)(a)(1)-(5). In that regard, we note the following:

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Page 2

1. The proposed withdrawal has failed to prepare an accurate fiscal analysis of the impact of the withdrawing district on the remaining school district in the School Administrative Unit.

The clear legislative intent of RSA 194-C:2(IV)(a)(4) is that the withdrawal plan must accurately identify the SAU assets and liabilities. This is done in order for the plan to present a fair and equitable plan for the disposition of any School Administrative Unit assets and liabilities.

The Plan submitted by the Withdrawal Study Committee fails to accurately enumerate the existing liabilities which are carried on the books and records of SAU #55. The discussion of fiscal impact and liabilities commences on page 13 of the plan. The sole designated liability is "one multi-year contract that ends in August 2022." The same section goes on to state "Should there be any continuing obligations to SAU #55 with regard to past employees, these obligations will be subject to discussion between the Hampstead School Board and the Timberlane Regional School Board." See Withdrawal Plan, page 13. The Plan omits any discussion of the other existing long term liabilities, such as: compensated absences; other post-employment benefits; and net pension liability. In addition, while the Plan discusses the disposition of assets, it does not discuss the disposition of these liabilities.

A copy of the School Administrative Unit #55 Annual Financial Report for the fiscal year ended June 30, 2018 reveals that these liabilities are significant¹:

Compensated absences:	\$278,194.00
Other post-employment benefits:	\$120,958.00
Net pension liabilities:	\$1,624,048.00
Retirement incentive liabilities:	\$84,896.00

In addition, the Superintendent Employment Contract which runs through 2022 is an obligation of the SAU Board and remains a continuing liability. Similarly, the lease of 30 Greenough Road from the Timberlane Regional School District which runs through June 30, 2022, it can only be terminated by action of the existing SAU Board prior to withdrawal on July 1, 2021.

2. The Withdrawal Plan fails to submit a plan for disposition of any of these liabilities.

The Withdrawal Plan mentions a proposal for disposition of the unexpended fund balance whereby Timberlane Regional School District proposes to take receipt of 77% of the unassigned

¹ See Exhibit A, SAU #55, Annual Financial Report, FY and June 30, 2018, Pages 8, 12. The fiscal year 2019 numbers will be available soon and will be furnished by way of update to the Department.

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Page 3

fund balance. The Timberlane Regional School District reaches this portion of the unassigned fund balance by attributing a 77% to 23% contribution ratio.

The Withdrawal Plan proposed by the Withdrawal Committee overlooks the fact that as of withdrawal, there will be two separate single school districts where the SAU functions collapse into both entities. It is neither fair nor equitable for either entity to bear 100% of the liabilities accrued as of the date of withdrawal. Absent a clear statement in the Withdrawal Plan addressing these accrued liabilities, it is likely that both parties will find themselves embroiled in unnecessary litigation. It would be very unfortunate if the Withdrawal Committee forfeited the opportunity to proactively address these issues.

The same allocation of responsibility should apply to a plan for disposition of liabilities. Much like any other stranded cost, the Timberlane School District should remain responsible for 77% of the ongoing liabilities which will exist as the date of withdrawal. However, the Withdrawal Plan fails to address the obligation of the Timberlane School District with regard to these stranded costs.

The Hampstead School District respectfully requests that any proposed plan for the disposition of any School Administrative Unit liabilities accurately include all of the liabilities carried on the books and records of SAU #55 and that the plan for disposition of these liabilities accurately and equitably allocate responsibility in accord with the 77/23 proportion.

3. There are unique issues which are not resolved within the report, in part due to the failure on the part of the Withdrawal Study Committee to consult with the Department of Education.

NH RSA 194-C:2(IV)(a)(5) indicates that "The Planning Committee shall: (5) Consult with the Department of Education regarding any unique issues and resolve such issues in a timely manner and submit a report or reports of its findings and recommendations to the several school districts within the existing School Administrative Unit." The Plan blithely concludes that there may be a unique issue warranting withdrawal, but then fails to include or consider the genuine unique issues arising from the fact that the 77% participant in the SAU contemplates withdrawal. See Withdrawal Plan, page 14.

The Hampstead School District is not aware of any consultation between the Withdrawal Committee and the State Department of Education. In fact, the Plan for Withdrawal concludes that no such consultation is necessary. Id.

A unique issue arises from the impact of weighted voting. The Plan proposes a one (1) year transition period. However, since the beginning of 2019, the Timberlane Regional School District has consistently exercised its statutory right to weighted voting. While the exercise of weighted voting is a plausible and acceptable statutory option, it makes no sense to permit the Timberlane Regional School Board representatives to exercise weighed voting with regard to matters which will affect the sole remaining district in SAU #55.

September 9, 2019

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The Hampstead School District respectfully requests that the Department of Education advise the Timberland Regional School Board representatives to SAU #55 that it will be inappropriate for the Board representatives to exercise weighted voting with regard to matters which pertain to post-withdrawal circumstances. These include decisions pertaining to all contracts and leases which have a term beyond the proposed withdrawal date of July 1, 2021. The Plan should be amended accordingly.

Conclusion

The Hampstead School Board supports the concept of withdrawal provided the Plan equitably and accurately allocates not only the assets of SAU #55, but ongoing responsibility for liabilities. The Hampstead School District, noting that the Timberlane Withdrawal Study Committee has failed to provide a plan for disposition of these liabilities, respectfully proposes that the State Board require that the withdrawing district either dispose of these liabilities by making the equivalent proportional cash buy out, or in the alternative, enter into a written agreement obligating the Timberlane School District to contribute to these liabilities as they are paid out.

Very truly yours,

Dean B. Eggert

DBE/am

Cc: Hampstead School Board (w/encl.)

Sarah Murdough, Esq. (w/encl.)

Dr. Earl Metzler, SAU #55 (w/encl.)

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SCHOOL ADMINISTRATIVE UNIT NO. 55

ANNUAL FINANCIAL REPORT

**AS OF AND FOR THE FISCAL YEAR ENDED
JUNE 30, 2018**

SCHOOL ADMINISTRATIVE UNIT NO. 55
ANNUAL FINANCIAL REPORT
AS OF AND FOR THE FISCAL YEAR ENDED
JUNE 30, 2018

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PLODZIK & SANDERSON

Professional Association/Accountants & Auditors

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INDEPENDENT AUDITOR'S REPORT

To the Members of the School Administrative Unit Board
School Administrative Unit No. 55
Plaistow, New Hampshire

We have audited the accompanying financial statements of the governmental activities and major fund of the School Administrative Unit No. 55 as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the School District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund as of June 30, 2018, and the respective changes in financial position and, the respective budgetary comparison for the general fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Change in Accounting Principle

As discussed in Note 2-C to the financial statements, in fiscal year 2018 the School District adopted new accounting guidance, Governmental Accounting Standards Board (GASB) Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. Our opinions are not modified with respect to this matter.

School Administrative Unit No. 55
Independent Auditor's Report

Other Matters

Required Supplementary Information – Accounting principles generally accepted in the United States of America require that the following be presented to supplement the basic financial statements:

- Management's Discussion and Analysis,
- Schedule of the School District's Proportionate Share of Net Pension Liability,
- Schedule of School District Contributions – Pensions,
- Schedule of the School District's Proportionate Share of the Net Other Postemployment Benefits Liability,
- Schedule of the School District Contributions – Other Postemployment Benefits,
- Schedule of Changes in the School District's Total Other Postemployment Benefits Liability and Related Ratios, and
- Notes to the Required Supplementary Information

Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information – Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the School Administrative Unit No. 55's basic financial statements. The individual fund schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The individual fund schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the individual fund schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Blodzik & Sanderson
Professional Association

June 24, 2019

SCHOOL ADMINISTRATIVE UNIT NO. 55

MANAGEMENT'S DISCUSSION AND ANALYSIS (MD&A) OF THE ANNUAL FINANCIAL REPORT AS OF AND FOR THE YEAR ENDED JUNE 30, 2018

Management's Discussion and Analysis is presented by the Administration of School Administrative Unit No. 55 (the "SAU") and is intended to serve as an introduction to SAU's basic financial statements. The SAU's basic financial statements are comprised of four major components: 1) government-wide financial statements, 2) fund financial statements, 3) notes to the financial statements and 4) required supplementary information. This report also contains other supplementary information in addition to the basic financial statements themselves.

SAU management is responsible for establishing an accounting system and internal control structure designed to ensure that the physical, data, informational, intellectual, and human resource assets of the SAU are protected from loss, theft, and misuse, and to ensure that adequate accounting information is maintained and reported in conformity with generally accepted accounting principles (GAAP) and pronouncements from Governmental Accounting Standards Board (GASB). Management also strives to ensure that these assets are put to good and effective use. The internal control structure is designed to provide reasonable assurances that these objectives are attained.

Government-wide financial statements: The *government-wide financial statements* are designed to provide readers with a broad overview of the SAU's finances, in a manner similar to a private-sector business.

The *statement of net position* presents information on the SAU's assets, deferred outflow of resources and liabilities, and deferred inflow of resources, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the SAU is improving or deteriorating.

The *statement of activities* presents information showing how the SAU's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements can be found on pages 9-10 of this report.

Fund financial statements: A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The SAU, like other governmental units, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The funds of the SAU are reported as governmental funds.

Governmental funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

The SAU maintains one major governmental fund, the general fund.

The SAU adopts an annual appropriated budget for its funds. A budgetary comparison statement has been provided for these funds to demonstrate compliance with the budget.

The government-wide and government fund financial statements can be found on pages 9-14 of this report.

Notes to the financial statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 16-29 of this report.

Other information: In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information consisting of Schedule of Funding Progress for Other Postemployment Benefit Plan, Schedule of the SAU's Proportionate Share of Net Pension Liability, and Schedule of SAU Contributions. Such other information can be found on pages 30-31 of this report.

Required supplementary information and related notes can be found on pages 30-36 of this report. Additional supplementary information relating to the General Fund can be found at pages 37-39.

Financial Highlights

- Total Governmental Funds Expenditures were under budget by \$71,974 due in large part to favorable insurance costs, favorable legal expenditures, and favorable variances in other employee benefits expenses when compared to budget. Savings in the other employee benefits lines reflects an anticipated cost savings and other cost savings measures.
- Revenue recognized in fiscal year 2017-18 by the SAU's general fund was in line with budget expectations.

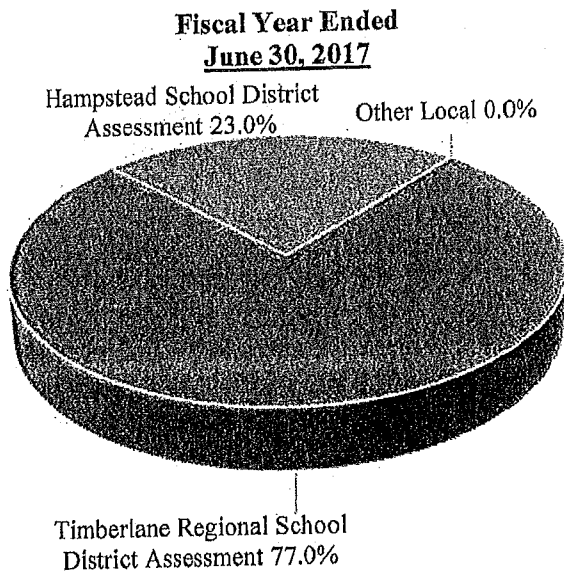
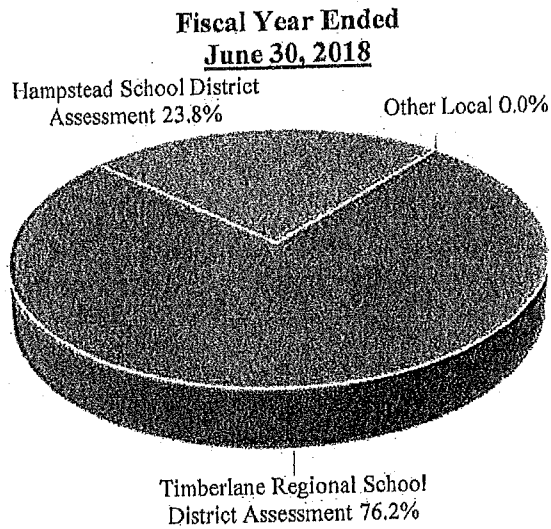
- The SAU implemented Governmental Accounting Standards Board Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions, during fiscal year 2018. The beginning net position for governmental activities was restated by \$20,333 for the OPEB provided by NHRS and \$18,038 for the SAU's local OPEB plan to retroactively report the increase/decrease in the net OPEB liability as of July 1, 2017.

Financial Analysis
School Administrative Unit No. 55
Two-Year Comparison of Net Position
Governmental Activities

	<u>June 30, 2018</u>	<u>June 30, 2017</u>	<u>Increase (Decrease)</u>
ASSETS			
Cash and cash equivalents	\$ 333,299	\$ 265,104	\$ 68,195
Intergovernmental receivable	45,036	34,829	10,207
Total assets	<u>378,335</u>	<u>299,933</u>	<u>78,402</u>
DEFERRED OUTFLOWS OF RESOURCES			
Amounts related to pensions	517,727	471,743	45,984
Amounts related to other postemployment benefits	474,256	3,453	470,803
Total deferred outflows of resources	<u>991,983</u>	<u>475,196</u>	<u>516,787</u>
LIABILITIES			
Intergovernmental payable	202,541	171,289	31,252
Due in more than one year	2,023,200	1,832,301	190,899
Total liabilities	<u>2,225,741</u>	<u>2,003,590</u>	<u>222,151</u>
DEFERRED INFLOWS OF RESOURCES			
Amounts related to pensions	53,923	36,576	17,347
Amounts related to other postemployment benefits	11,296	-	11,296
Total deferred inflows of resources	<u>65,219</u>	<u>36,576</u>	<u>28,643</u>
NET POSITION			
Unrestricted	(920,642)	(1,265,037)	344,395
Total net position (deficit)	<u>\$ (920,642)</u>	<u>\$ (1,265,037)</u>	<u>\$ 344,395</u>

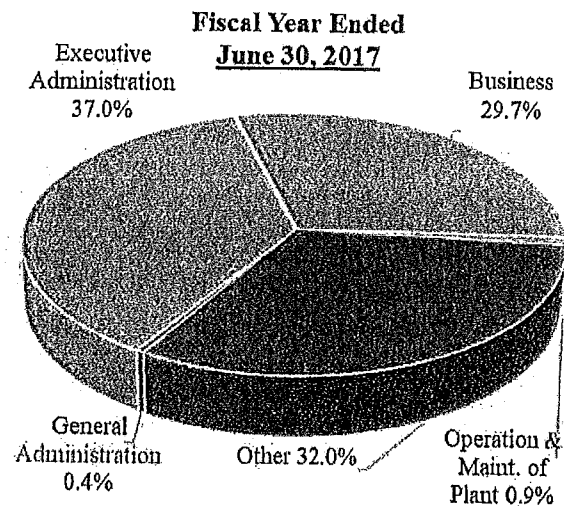
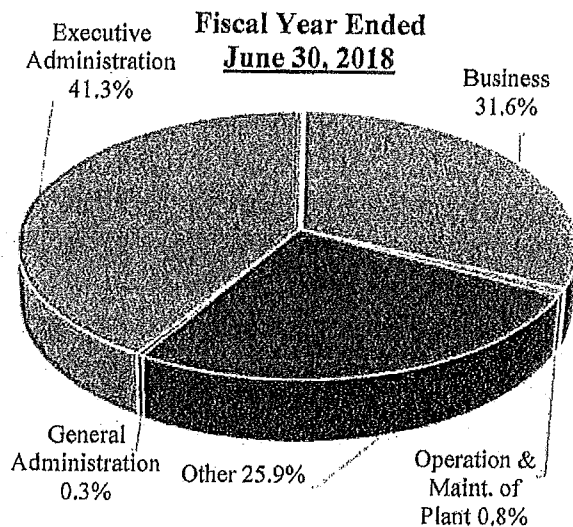
Financial Analysis
School Administrative Unit No. 55
Two-Year Comparison
Revenue Analysis
Government Fund

	<i>Fiscal Year Ended</i>		<i>Increase</i>
	<i>June 30, 2018</i>	<i>June 30, 2017</i>	<i>(Decrease)</i>
Timberlane Reg. School Dist. Assessment	\$ 1,517,708	\$ 1,480,686	\$ 37,022
Hampstead School Dist. Assessment	474,356	441,590	32,766
Miscellaneous	269	1	268
Total Revenues:	\$ 1,992,333	\$ 1,922,277	\$ 70,056



Financial Analysis
School Administrative Unit No. 55
Two-Year Comparison
Statement of Expenditures – Government Fund

	<i>Fiscal Year Ended</i>		<i>Increase</i>
	<i>June 30, 2018</i>	<i>June 30, 2017</i>	<i>(Decrease)</i>
Support Services:			
General Administration	\$ 7,230	\$ 8,433	\$ (1,203)
Executive Administration	705,976	628,177	77,799
Business	666,878	613,141	53,737
Operation & Plant Maint.	17,800	17,300	500
Other	547,299	614,984	(67,685)
Total Expenditures	\$ 1,945,183	\$ 1,882,035	\$ 63,148



Fund Balance

Certain statutes require balanced budgets but allow for the use of beginning unassigned fund balance to achieve that purpose. For fiscal year 2018, \$25,000 of unassigned beginning fund balance was used for that purpose.

Long Term Debt

The SAU has long term debt as of June 30, 2018 and June 30, 2017, respectively, as follows:

	<i>Fiscal Year Ended</i>		<i>Increase</i>
	<i>June 30, 2018</i>	<i>June 30, 2017</i>	<i>(Decrease)</i>
Compensated Absences	\$ 278,194	\$ 221,698	\$ 56,496
Other Postemployment Benefits Net	120,958	125,435	(4,477)
Pension Liability Net	1,624,048	1,485,168	138,880
Total Long Term Debt:	\$ 2,023,200	\$ 1,832,301	\$ 190,899

Fixed Assets

The SAU does not own fixed assets.

Contact Information

This report is designed to provide a general overview of School Administrative Unit No. 55's finances and to demonstrate the SAU's accountability for the money it receives. If you have questions about this report or need additional financial information, please contact:

Geoffrey Dowd
C.F.O. / Business Administrator
SAU #55
30 Greenough Road
Plaistow, NH 03865
603-382-6119 Ext.2226
Geoffrey.Dowd@SAU55.net

BASIC FINANCIAL STATEMENTS

EXHIBIT A
SCHOOL ADMINISTRATIVE UNIT NO. 55
Statement of Net Position
June 30, 2018

	Governmental Activities
ASSETS	
Cash and cash equivalents	\$ 333,299
Intergovernmental receivable	45,036
Total assets	<u>378,335</u>
DEFERRED OUTFLOWS OF RESOURCES	
Amounts related to pensions	517,727
Amounts related to other postemployment benefits	474,256
Total deferred outflows of resources	<u>991,983</u>
LIABILITIES	
Intergovernmental payable	202,541
Due in more than one year	2,023,200
Total liabilities	<u>2,225,741</u>
DEFERRED INFLOWS OF RESOURCES	
Amounts related to pensions	53,923
Amounts related to other postemployment benefits	11,296
Total deferred inflows of resources	<u>65,219</u>
NET POSITION	
Unrestricted	<u>\$ (920,642)</u>

The notes to the basic financial statements are an integral part of this statement.

EXHIBIT B
SCHOOL ADMINISTRATIVE UNIT NO. 55
Statement of Activities
For the Fiscal Year Ended June 30, 2018

	<u>Expenses</u>
Governmental activities:	
General administration	\$ 7,230
Executive administration	408,334
Business	667,275
Operation and maintenance of plant	17,800
Other	547,299
Total governmental activities	<u>1,647,938</u>
General revenues:	
School districts' assessments	1,992,064
Miscellaneous	269
Total general revenues	<u>1,992,333</u>
Change in net position	344,395
Net position, beginning	<u>(1,265,037)</u>
Net position, ending	<u>\$ (920,642)</u>

The notes to the basic financial statements are an integral part of this statement.

EXHIBIT C-1
SCHOOL ADMINISTRATIVE UNIT NO. 55
Governmental Fund
Balance Sheet
June 30, 2018

	<u>General</u>
ASSETS	
Cash and cash equivalents	\$ 333,299
Intergovernmental receivable	45,036
Total assets	<u>\$ 378,335</u>
LIABILITIES	
Intergovernmental pay able	<u>\$ 202,541</u>
FUND BALANCES	
Assigned	459
Unassigned	175,335
Total fund balances	<u>175,794</u>
Total liabilities and fund balances	<u>\$ 378,335</u>

The notes to the basic financial statements are an integral part of this statement.

EXHIBIT C-2
SCHOOL ADMINISTRATIVE UNIT NO. 55
Reconciliation of the Balance Sheet - Governmental Fund to the Statement of Net Position
June 30, 2018

Total fund balances of the governmental fund (Exhibit C-1)		\$ 175,794
Certain items are not current financial resources in the governmental fund, but instead are reported in the Statement of Net Position.		
Deferred outflows of resources related to pensions	\$ 517,727	
Deferred inflows of resources related to pensions	(53,923)	
Deferred outflows of resources related to OPEB	474,256	
Deferred inflows of resources related to OPEB	(11,296)	
		926,764
Long-term liabilities are not due and payable in the current period, therefore, are not reported in the fund.		
Compensated absences	\$ 278,194	
Other postemployment benefits	120,958	
Net pension liability	1,624,048	
		(2,023,200)
Net position of governmental activities (Exhibit A)		<u>\$ (920,642)</u>

The notes to the basic financial statements are an integral part of this statement.

EXHIBIT C-3
SCHOOL ADMINISTRATIVE UNIT NO. 55
Governmental Fund
Statement of Revenues, Expenditures, and Changes in Fund Balances
For the Fiscal Year Ended June 30, 2018

	General
REVENUES	
School districts' assessments	\$ 1,992,064
Other local	269
Total revenues	<u>1,992,333</u>
EXPENDITURES	
Current:	
Support services:	
General administration	7,230
Executive administration	705,976
Business	666,878
Operation and maintenance of plant	17,800
Other	547,299
Total expenditures	<u>1,945,183</u>
Net change in fund balances	47,150
Fund balances, beginning	128,644
Fund balances, ending	<u>\$ 175,794</u>

The notes to the basic financial statements are an integral part of this statement.

EXHIBIT C-4
SCHOOL ADMINISTRATIVE UNIT NO. 55
Reconciliation of the Statement of Revenues, Expenditures, and
Changes in Fund Balances - Governmental Fund to the Statement of Activities
For the Fiscal Year Ended June 30, 2018

Net change in fund balances of the governmental fund (Exhibit C-3)		\$ 47,150
Amounts reported for governmental activities in the Statement of Activities are different because:		
Some expenses reported in the Statement of Activities do not require the use of current financial resources, therefore, are not reported as expenditures in the governmental fund.		
Increase in compensated absences payable	\$ (56,496)	
Change in other postemployment benefits, liability, deferred outflows and inflows of resources related to OPEB	463,984	
Increase in net pension liability and deferred outflows and inflows of resources related to pensions	<u>(110,243)</u>	
		<u>297,245</u>
Change in net position of governmental activities (Exhibit B)		<u>\$ 344,395</u>

The notes to the basic financial statements are an integral part of this statement.

EXHIBIT D
SCHOOL ADMINISTRATIVE UNIT NO. 55
Statement of Revenues, Expenditures, and Changes in Fund Balance
Budget and Actual (Non-GAAP Budgetary Basis)
General Fund
For the Fiscal Year Ended June 30, 2018

	Original and Final Budget	Actual	Variance Positive (Negative)
REVENUES			
School districts' assessments	\$ 1,992,064	\$ 1,992,064	\$ -
Other local	1	269	268
Federal	1	-	(1)
Total revenues	<u>1,992,066</u>	<u>1,992,333</u>	<u>267</u>
EXPENDITURES			
Support services:			
General administration	9,200	7,672	1,528
Executive administration	690,497	705,443	(14,946)
Business	612,091	666,878	(54,787)
Operation and maintenance of plant	17,800	17,800	-
Other	687,478	547,299	140,179
Total expenditures	<u>2,017,066</u>	<u>1,945,092</u>	<u>71,974</u>
Net change in fund balance	<u>\$ (25,000)</u>	47,241	<u>\$ 72,241</u>
Unassigned fund balance, beginning		128,094	
Unassigned fund balance, ending		<u>\$ 175,335</u>	

The notes to the basic financial statements are an integral part of this statement.

SCHOOL ADMINISTRATIVE UNIT NO. 55
NOTES TO THE BASIC FINANCIAL STATEMENTS
AS OF AND FOR THE FISCAL YEAR ENDED
JUNE 30, 2018

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SCHOOL ADMINISTRATIVE UNIT NO. 55
NOTES TO THE BASIC FINANCIAL STATEMENTS
AS OF AND FOR THE FISCAL YEAR ENDED
JUNE 30, 2018

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the School Administrative Unit No. 55, in Plaistow, New Hampshire (the School Administrative Unit), have been prepared in conformity with U.S. Generally Accepted Accounting Principles for governmental units as prescribed by the Governmental Accounting Standards Board and other authoritative sources.

In 2018 the School Administrative Unit implemented GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, which changed the way other postemployment benefit (OPEB) liabilities and related expenses are recorded. See Note 2-C for further information on this pronouncement.

1-A Reporting Entity

The School Administrative Unit is a municipal corporation governed by an elected 14-member Board. In evaluating how to define the School Administrative Unit for financial reporting purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity is made by applying the criteria set forth by the GASB. The School Administrative Unit has no component units to include in its reporting entity.

The following is a summary of the more significant accounting policies:

1-B Government-wide and Fund Financial Statements

Government-wide Financial Statements – The Statement of Net Position and the Statement of Activities report information on all of the nonfiduciary activities of the primary government. Governmental activities normally are supported through assessments and intergovernmental revenues.

The *Statement of Net Position* presents the financial position of the School Administrative Unit at year-end. This Statement includes all of the School Administrative Unit's non-fiduciary assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference reported as net position.

The *Statement of Activities* demonstrates the degree to which the direct expenses of a given function are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include grants and contributions that are restricted to meeting the operational requirements of a particular function. Assessments and other items not meeting the definition of program revenues are reported instead as general revenues. Resources that are dedicated internally are reported as general revenue rather than program revenue. The School Administrative Unit only reports general revenues in their Statement of Activities.

Fund Financial Statements – In the governmental fund financial statements, expenditures are reported by character: current, debt service or facilities acquisition and construction. Current expenditures are subclassified by function and are for items such as salaries, grants, supplies, and services. The School Administrative Unit's expenditures are all classified as current expenditures.

1-C Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Measurement Focus and Basis of Accounting – The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the fiduciary fund financial statements, except for agency funds which do not have a measurement focus. Revenues are recorded when earned and expenses are recorded when liability is incurred, regardless of the timing of related cash flows. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources* measurement focus and the *modified accrual basis* of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the School Administrative Unit generally considers revenues to be available if they are collected within 60 days of the end of the current fiscal period, with the exception of reimbursement based grants, which use a period of one year. District assessments, intergovernmental revenue, and other local sources associated with the current fiscal period are all considered to be

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susceptible to accrual and so have been recognized as revenues of the current fiscal period. Expenditure-driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other grant requirements have been met. All other revenue items are considered to be measurable and available only when cash is received by the government.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Financial Statement Presentation – A fund is a separate accounting entity with a self-balancing set of accounts. Fund accounting is designed to report financial position and the results of operations, to demonstrate legal compliance, and to aid financial management by segregating transactions related to certain government functions or activities.

The School Administrative Unit reports the following major governmental fund:

General Fund – is the School Administrative Unit's primary operating fund. The general fund accounts for all financial resources except those required to be accounted for in another fund. The primary revenue sources include district assessments and other local sources. The primary expenditures are for support services.

1-D Cash and Cash Equivalents

The School Administrative Unit considers all highly liquid investments with an original maturity of three months or less to be cash equivalents. Deposits with financial institutions consist primarily of demand deposits.

New Hampshire statutes require that the School Administrative Unit treasurer have custody of all money belonging to the School Administrative Unit and pay out the same only upon orders of the Board. The treasurer shall deposit all such monies in participation units in the public deposit investment pool established pursuant to NH RSA 383:22 or in solvent banks in the state. Funds may be deposited in banks outside the state if such banks pledge and deliver to a third party custodial bank or the Federal Reserve Bank, collateral security for such deposits, United States government or government agency obligations or obligations of the State of New Hampshire in value at least equal to the amount of the deposit in each case.

1-E Receivables

Receivables in the government-wide and governmental fund financial statements represent amounts due to the School Administrative Unit at June 30, recorded as revenue, which will be collected in the future and consist primarily of accounts and intergovernmental receivables.

1-F Deferred Outflows/Inflows of Resources

Deferred outflows of resources, a separate financial statement element, represents a consumption of net position or fund balance that applies to a future period(s) and thus will not be recognized as an outflow of resources (expenses) until then.

Deferred inflows of resources, a separate financial statement element, represents an acquisition of net position or fund balance that applies to a future period(s) which will not be recognized as an inflow of resources (revenue) until that time. Although certain revenues are measurable, they are not available. Available means collected within the current year or expected to be collected soon enough thereafter to be used to pay liabilities of the current year.

1-G Long-term Obligations

In the government-wide financial statements, noncurrent obligations are reported as liabilities in the governmental activities Statement of Net Position.

1-H Compensated Absences

The School Administrative Unit's policy allows certain employees to earn varying amounts of vacation and sick pay based on the employee's length of employment. Upon retirement or termination of employment, employees are paid in full for any accrued leave earned as set forth by personnel policy.

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An expense and a liability for vacation, sick pay, and salary-related payments are accrued as the leave is earned in the government-wide financial statements. The compensated absences liability is liquidated using funds to which the liability accrued as the accumulated leave is used.

1-I Defined Benefit Pension Plan

GASB Statement No. 68, *Accounting and Financial Reporting for Pensions – an amendment of GASB Statement No. 27*, and as amended by GASB Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date* requires participating employers to recognize their proportionate share of collective net pension liability, deferred outflows of resources, deferred inflows of resources, and pension expense, and schedules have been prepared to provide employers with their calculated proportionate share of these amounts. The collective amounts have been allocated based on employer contributions during the respective fiscal years. Contributions from employers are recognized when legally due, based on statutory requirements.

The schedules prepared by New Hampshire Retirement System, and audited by the plan's independent auditors, require management to make a number of estimates and assumptions related to the reported amounts. Due to the inherent nature and uncertainty of these estimates, actual results could differ, and the differences may be material.

1-J Postemployment Benefits Other Than Pensions (OPEB)

The School Administrative Unit maintains two separate other postemployment benefit plans, as follows:

New Hampshire Retirement System Plan – For the purposes of measuring the total other postemployment benefit (OPEB) liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the New Hampshire Retirement System OPEB Plan (the plan) and additions to/deductions from the plan's fiduciary net position has been determined on the same basis as they are reported by the New Hampshire Retirement System. For this purpose, the plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except money market investments and participating interest earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost.

Single Employer Plan – For purposes of measuring the total OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information has been determined based on the School Administrative Unit's actuarial report. For this purpose, benefit payments are recognized when due and payable in accordance with benefit terms.

1-K Net Position/Fund Balances

Government-wide statements – Equity is classified as net position and displayed in one component, unrestricted net position. This classification typically includes unrestricted liquid assets.

Fund Balance Classifications – GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, provides more clearly defined fund balance categories to make sure the nature and extent of the constraints placed on a government's fund balances more transparent. The following classifications describe the relative strength of the spending constraints:

Assigned – Amounts that are constrained by the School Administrative Unit's intent to be used for a specific purpose but are neither restricted nor committed. This intent can be expressed by the School Board or through the Board delegating this responsibility to the Superintendent or Business Administrator through the budgetary process.

Unassigned – The classification is the portion of fund balance that has not been restricted, committed, or assigned for a specific purpose.

1-L Use of Estimates

The financial statements and related disclosures are prepared in conformity with accounting principles generally accepted in the United States. Management is required to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, and deferred inflows of resources, the disclosure of contingent assets and liabilities at the date of

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the financial statements, and revenues and expenses during the period reported. These estimates include assessing the collectability of accounts receivable. Estimates and assumptions are reviewed periodically and the effects of revisions are reflected in the financial statements in the period they are determined to be necessary. Actual results could differ from estimates.

NOTE 2 – STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

2-A Budgetary Information

General governmental revenues and expenditures accounted for in budgetary funds are controlled by a formal integrated budgetary accounting system in accordance with various legal requirements which govern the School Administrative Unit's operations. At its annual meeting, the School Administrative Unit adopts a budget for the current year for the general fund. Except as reconciled below, the budget was adopted on a basis consistent with United States generally accepted accounting principles.

Management may transfer appropriations between operating categories as deemed necessary, but expenditures may not legally exceed budgeted appropriations in total. All annual appropriations lapse at year-end unless encumbered.

Encumbrance accounting, under which purchase orders, contracts, and continuing appropriations (certain projects and specific items not fully expended at year-end) are recognized, is employed in the governmental funds. Encumbrances are not the equivalent of expenditures, and are therefore, reported as part of the assigned fund balance at year-end, and are carried forward to supplement appropriations of the subsequent year.

State statutes require balanced budgets, but provide for the use of beginning unassigned fund balance to achieve that end. In the fiscal year 2018, \$25,000 of the beginning general fund unassigned fund balance was applied for this purpose.

2-B Budgetary Reconciliation to GAAP Basis

The School Administrative Unit employs certain accounting principles for budgetary reporting purposes that differ from a GAAP basis. The Statement of Revenues, Expenditures, and Changes in Fund Balance – Budgetary Basis presents the actual results to provide a comparison with the budget. The major difference between the budgetary basis and GAAP basis is as follows:

Encumbrances outstanding at year-end do not represent GAAP expenditures or liabilities, but represent budgetary accounting controls. Governmental fund budgets are maintained on the modified accrual basis of accounting except that budgetary basis expenditures include purchase orders and commitments (encumbrances) for goods or services not received at year-end. Encumbrances are recorded to reserve a portion of fund balance in the governmental fund types for commitments for which no liability exists.

The following reconciles the general fund budgetary basis to the GAAP basis:

Expenditures:	
Per Exhibit D (budgetary basis)	\$ 1,945,092
Adjustments:	
Basis difference:	
Encumbrances, beginning	550
Encumbrances, ending	(459)
Per Exhibit C-3 (GAAP basis)	<u>\$ 1,945,183</u>

2-C Accounting Change/Restatement

Governmental Accounting Standards Board Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (OPEB), was implemented during fiscal year 2018. The revised requirements establish new financial reporting requirements for state and local governments which provide their employees with OPEB benefits, including additional note disclosure and required supplementary information. In addition, GASB Statement No. 75 requires a state or local government employer to use the entry age normal actuarial cost method and requires deferred outflows of resources and deferred inflows of resources which arise from other types of events related to OPEB to be recognized.

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Beginning net position for governmental activities was restated to retroactively report the change in valuation of the beginning total OPEB liability, deferred inflows and outflows of resources as follows:

	Local OPEB	State OPEB	Total OPEB
Change in total OPEB liability under current standards, July 1	<u>\$ (18,038)</u>	<u>\$ (23,786)</u>	<u>\$ (41,824)</u>
Initial balance of deferred outflows of resources	-	3,453	3,453
Cumulative restatement related to GASB No. 75 implementation (see Note 11)	<u>\$ (18,038)</u>	<u>\$ (20,333)</u>	<u>\$ (38,371)</u>

DETAILED NOTES ON ALL FUNDS

NOTE 3 – CASH AND CASH EQUIVALENTS

The School Administrative Unit's deposits are entirely covered by federal depository insurance (FDIC) or by collateral held by the School Administrative Unit's agent in the School Administrative Unit's name. The FDIC currently insures the first \$250,000 of the School Administrative Unit's deposits at each financial institution, per case custodian. Deposit balances over \$250,000 are insured by collateral. As of year-end, the carrying amount of the School Administrative Unit's deposits was \$333,299 and the bank balances totaled \$362,621.

NOTE 4 – RECEIVABLES

Receivables at June 30, 2018, consisted of intergovernmental amounts due from Timberlane Regional School District and Hampstead School District. Receivables are recorded on the School Administrative Unit's financial statements to the extent that the amounts are determined to be material and substantiated not only by supporting documentation, but also by a reasonable, systematic method of determining their existence, completeness, valuation, and collectability.

NOTE 5 – INTERGOVERNMENTAL PAYABLES

Amounts due to other governments of \$202,541 at June 30, 2018 consist of amounts due to Timberlane Regional School District.

NOTE 6 – LONG-TERM LIABILITIES

Changes in the School Administrative Unit's long-term liabilities consisted of the following for the year ended June 30, 2018:

	Balance July 1, 2017 (as restated)	Additions	Reductions	Balance June 30, 2018
Compensated absences	\$ 221,698	\$ 56,496	\$ -	\$ 278,194
Amounts related to Pension	1,485,168	138,880	-	1,624,048
Amounts related to other postemployment benefits	125,435	-	4,477	120,958
Total long-term liabilities	<u>\$ 1,832,301</u>	<u>\$ 195,376</u>	<u>\$ 4,477</u>	<u>\$ 2,023,200</u>

NOTE 7 – DEFINED BENEFIT PENSION PLAN

Plan Description – The New Hampshire Retirement System (NHRS or the System) is a public employee retirement system that administers one cost-sharing multiple-employer defined benefit pension plan (Pension Plan), a component unit of the State of New Hampshire, as defined in Governmental Accounting Standards Board (GASB) Statement No. 67, *Financial Reporting for Pension Plans* – an amendment of GASB Statement No. 25. The Pension Plan was established in 1967 by RSA 100-A:2 and is qualified as a tax-exempt organization under Sections 401(a) and 501(a) of the Internal Revenue Code. The Pension Plan is a contributory, defined benefit plan providing service, disability, death and vested retirement benefits to members and their beneficiaries. Substantially all full-time state employees, public school teachers and administrators, permanent firefighters and permanent police officers with in the State are eligible and required to participate in the Pension Plan. The System issues a publicly available financial report that may be obtained by writing the New Hampshire Retirement System, 54 Regional Drive, Concord, NH 03301.

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Benefits Provided – The Pension Plan is divided into two membership groups. State and local employees and teachers belong to Group I. Police and firefighters belong to Group II. All assets are held in a single trust and available to pay retirement benefits to all members.

Group I members at age 60 or 65 (for members who commence service after July 1, 2011) qualify for a normal service retirement allowance based on years of creditable service and average final salary for the highest of either three or five years, depending on when their service commenced. The yearly pension amount is 1/60 or 1.667% of average final compensation (AFC) multiplied by years of creditable service. At age 65, the yearly pension amount is recalculated at 1/66 or 1.515% of AFC multiplied by years of creditable service.

Group II members who are age 60, or members who are at least age 45 with at least 20 years of creditable service, can receive a retirement allowance at a rate of 2.5% of AFC for each year of creditable service, not to exceed 40 years. Members commencing service on or after July 1, 2011 or members who have nonvested status as of January 1, 2012 can receive a retirement allowance at age 52.5 with 25 years of service or age 60. The benefit shall be equal to 2% of AFC times creditable service up to 42.5 years. However, a member who commenced service on or after July 1, 2011 shall not receive a retirement allowance until attaining the age of 52.5, but may receive a reduced allowance after age 50 if the member has at least 25 years of creditable service where the allowance shall be reduced, for each month by which the member attains 52.5 years of age by $\frac{1}{4}$ of 1% or age 60.

Members of both groups may qualify for vested deferred allowances, disability allowances and death benefit allowances, subject to meeting various eligibility requirements. Benefits are based on AFC or earnable compensation and/or service.

Contributions – The System is financed by contributions from both the employees and the School Administrative Unit. Member contribution rates are established and may be amended by the State legislature while employer contribution rates are set by the System trustees based on an actuarial valuation. All employees are required to contribute 7% of earnable compensation. For fiscal year 2018, the School Administrative Unit contributed 15.70% for teachers and 11.08% for other employees. The contribution requirement for the fiscal year 2018 was \$121,916, which was paid in full.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions – At June 30, 2018, the School Administrative Unit reported a liability of \$1,624,048 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The School Administrative Unit's proportion of the net pension liability was based on a projection of the School Administrative Unit's long-term share of contributions to the pension plan relative to the projected contributions of all participating towns and School Administrative Units, actuarially determined. At June 30, 2017, the School Administrative Unit's proportion was 0.0330% which was an increase of 0.0051% from its proportion measured as of June 30, 2016.

For the year ended June 30, 2018, the School Administrative Unit recognized pension expense of \$232,161. At June 30, 2018, the School Administrative Unit reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in proportion	\$ 229,053	\$ 12,571
Net difference between projected and actual investment earnings on pension plan investments	-	20,683
Changes in assumptions	163,076	-
Differences between expected and actual experience	3,682	20,669
Contributions subsequent to the measurement date	121,916	-
Total	<u>\$ 517,727</u>	<u>\$ 53,923</u>

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The \$121,916 reported as deferred outflows of resources related to pensions results from the School Administrative Unit contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2019. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Fiscal Year Ending June 30,	
2018	\$ 89,782
2019	126,217
2020	107,387
2021	18,502
2022	-
Thereafter	-
Totals	<u>\$341,888</u>

Actuarial Assumptions – The collective total pension liability was determined by an actuarial performed as of June 30, 2016, rolled forward to June 30, 2017, using the following assumptions:

Inflation:	2.5%
Salary increases:	5.6% average, including inflation
Investment rate of return:	7.25% net of pension plan investment expense, including inflation

Mortality rates were based on the RP-2014 employee generational mortality tables for males and females, adjusted for mortality improvements using Scale MP-2015, based on last experience study.

The actuarial assumptions used in the June 30, 2016 valuation were based on the results of the most recent actuarial experience study, which was for the period July 1, 2010 – June 30, 2015.

Long-term Rates of Return – The long-term expected rate of return on pension plan investment was selected from a best estimate range determined using the building block approach. Under this method, an expected future real return range is calculated separately for each asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rate of return net of investment expenses by the target asset allocation percentage and by adding expected inflation. Following is a table presenting target allocations and long-term rates of return for 2017:

Asset Class	Target Allocation	Weighted average long-term expected real rate of return
		2017
Large Cap Equities	22.50%	4.25%
Small/Mid Cap Equities	7.50%	4.50%
Total domestic equities	30.00%	
Int'l Equities (unhedged)	13.00%	4.50%
Emerging Int'l Equities	7.00%	6.25%
Total international equity	20.00%	
Core Bonds	5.00%	0.75%
Short Duration	2.00%	(0.25%)
Global Multi-Sector Fixed Income	11.00%	2.11%
Absolute Return Fixed Income	7.00%	1.26%
Total fixed income	25.00%	
Private equity	5.00%	6.25%
Private debt	5.00%	4.75%
Opportunistic	5.00%	2.84%
Total alternative investments	15.00%	
Real estate	10.00%	3.25%
Total	100.00%	

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Discount Rate – The discount rate used to measure the collective total pension liability was 7.25%. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. For purposes of the projection, member contributions and employer service cost contributions are projected based on the expected payroll of current members only. Employer contributions are determined based on the Pension Plan's actuarial funding policy as required by RSA 100-A:16. Based on those assumptions, the Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term expected rate of return on Pension Plan investment was applied to all periods of projected benefit payments to determine the collective total pension liability.

Sensitivity of the School Administrative Unit's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following table presents the School Administrative Unit's proportionate share of the net pension liability calculated using the discount rate of 7.25% as well as what the School Administrative Unit's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.25%) or 1-percentage point higher (8.25%) than the current rate:

Actuarial Valuation Date	1% Decrease 6.25%	Current Single Rate Assumption 7.25%	1% Increase 8.25%
June 30, 2017	\$ 2,139,601	\$ 1,624,048	\$ 1,201,572

Pension Plan Fiduciary Net Position – Detailed information about the pension plan's fiduciary net position is available in the separately issued New Hampshire Retirement System Cost-Sharing Multiple Employer Defined Benefit Pension Plan financial report.

NOTE 8 – POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS (OPEB)

8-A New Hampshire Retirement System (NHRS)

Plan Description – The New Hampshire Retirement System (NHRS or the System) administers a cost-sharing multiple-employer other postemployment benefit plan medical subsidy healthcare plan (OPEB Plan). For additional system information, please refer to the 2017 Comprehensive Annual Financial Report, which can be found on the system's website at www.nhrs.org.

Benefits Provided – Benefit amounts and eligibility requirements for the OPEB Plan are set by State law (RSA 100-A:52, RSA 100-A:52-a and RSA 100-A:52-b), and members are designated in statute by type. The four membership types are Group II, Police Officers and Firefighters; Group I, Teachers; Group I, Political Subdivision Employees; and Group I, State Employees. The OPEB Plan provides a medical insurance subsidy to qualified retired members. The medical insurance subsidy is a payment made by NHRS to the former employer or its insurance administrator toward the cost of health insurance for a qualified retiree, his/her qualified spouse, and his/her certified dependent children with a disability who are living in the household and being cared for by the retiree. If the health insurance premium amount is less than the medical subsidy amount, then only the health insurance premium amount will be paid. If the health insurance premium amount exceeds the medical subsidy amount, then the retiree or other qualified person is responsible for paying any portion that the employer does not pay.

Group I benefits are based on creditable service, age and retirement date. Group II benefits are based on hire date, age and creditable service. The OPEB plan is closed to new entrants.

Maximum medical subsidy rates paid during fiscal years 2017 and 2016 were as follows:

For qualified retirees not eligible for Medicare, the amounts were \$375.56 for a single-person plan and \$751.12 for a two-person plan.

For those qualified retirees eligible for Medicare, the amounts were \$236.84 for a single-person plan and \$473.68 for a two-person plan.

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Contributions – The OPEB Plan is funded by allocating to the 401(h) subtrust the lesser of: 25% of all employer contributions made in accordance with RSA 100-A:16 or the percentage of employer contributions determined by the actuary to be the minimum rate necessary to maintain the benefits provided under RSA 100-A:53-b, RSA 100-A:53-c, and RSA 100-A:53-d. For fiscal year 2017, the minimum rates determined by the actuary to maintain benefits were the lesser of the two options and were used to determine the employer contributions due to the 401(h) subtrust. The State Legislature has the authority to establish, amend and discontinue the contribution requirements of the OPEB Plan. Administrative costs are allocated to the OPEB Plan based on fund balances. For fiscal year 2018, the School Administrative Unit contributed 1.66% for teachers and 0.30% for other employees. The contribution requirement for the fiscal year 2018 was \$3,301, which was paid in full.

OPEB Liabilities, OPEB Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to OPEB – At June 30, 2018, the School Administrative Unit reported a liability of \$26,368 for its proportionate share of the net OPEB liability. The net OPEB liability was measured as of June 30, 2017, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of that date. The School Administrative Unit's proportion of the net OPEB liability was based on a projection of the School Administrative Unit's long-term share of contributions to the OPEB plan relative to the projected contributions of all participating towns and School Administrative Units, actuarially determined. At June 30, 2017, the School Administrative Unit's proportion was 0.0058% which was an increase of 0.0009% from its proportion measured as of June 30, 2016.

For the year ended June 30, 2018, the School Administrative Unit recognized OPEB expense of \$5,062. At June 30, 2018, the School Administrative Unit reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in proportion	\$ 1,327	\$ -
Net difference between projected and actual investment earnings on OPEB plan investments	-	84
Contributions subsequent to the measurement date	3,301	-
Total	<u>\$ 4,628</u>	<u>\$ 84</u>

The \$3,301 reported as deferred outflows of resources related to OPEB results from the School Administrative Unit contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ended June 30, 2019. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending June 30,	
2018	\$ 1,306
2019	(21)
2020	(21)
2021	(21)
2022	-
Thereafter	-
Totals	<u>\$ 1,243</u>

Actuarial Assumptions – The total OPEB liability in this report is based on an actuarial valuation performed as of June 30, 2016 and a measurement date of June 30, 2017. The total OPEB liability was determined using the following actuarial assumptions applied to all periods included in the measurement, unless otherwise specified:

Price inflation:	2.5 % per year
Wage inflation:	3.25 % per year
Salary increases:	5.6 % average, including inflation
Investment rate of return:	7.25 % net of OPEB plan investment expense, including inflation
Health care trend rate:	Not applicable, given that the benefits are fixed stipends

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Mortality rates were based on the RP-2014 healthy annuitant and employee generational mortality tables for males and females with credibility adjustments, adjusted for fully generational mortality improvements using Scale MP-2015, based on last experience study.

The actuarial assumptions used in the June 30, 2016 valuation were based on the results of the most recent actuarial experience study, which was for the period July 1, 2010 – June 30, 2015.

Long-term Rates of Return – The long-term expected rate of return on OPEB plan investment was selected from a best estimate range determined using the building block approach. Under this method, an expected future real return range is calculated separately for each asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rate of return net of investment expenses by the target asset allocation percentage and by adding expected inflation. Following is a table presenting target allocations and long-term rates of return for 2017:

Asset Class	Target Allocation	Weighted average long-term expected real rate of return
		2017
Large Cap Equities	22.50%	4.25%
Small/Mid Cap Equities	7.50%	4.50%
Total domestic equities	30.00%	
Int'l Equities (unhedged)	13.00%	4.50%
Emerging Int'l Equities	7.00%	6.25%
Total international equity	20.00%	
Core Bonds	5.00%	0.75%
Short Duration	2.00%	(0.25%)
Global Multi-Sector Fixed Income	11.00%	2.11%
Absolute Return Fixed Income	7.00%	1.26%
Total fixed income	25.00%	
Private equity	5.00%	6.25%
Private debt	5.00%	4.75%
Opportunistic	5.00%	2.84%
Total alternative investments	15.00%	
Real estate	10.00%	3.25%
Total	100.00%	

Discount Rate – The discount rate used to measure the total OPEB liability as of June 30, 2017 was 7.25%. The projection of cash flows used to determine the discount rate assumed that employer contributions will be made under the current statute RSA 100-A:16 and that plan member contributions will be made under RSA 100-A:16. Based on those assumptions, the OPEB Plan's fiduciary net position was projected to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB Plan investments was applied to all periods of projected benefit payments to determine the collective total OPEB liability.

Sensitivity of the School Administrative Unit's Proportionate Share of the OPEB Liability to Changes in the Discount Rate – The following table presents the School Administrative Unit's proportionate share of the OPEB liability calculated using the discount rate of 7.25% as well as what the School Administrative Unit's proportionate share of the OPEB liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.25%) or 1-percentage point higher (8.25%) than the current rate:

Actuarial Valuation Date	1% Decrease	Current Single Rate Assumption	1% Increase
	6.25%	7.25%	8.25%
June 30, 2017	\$ 28,990	\$ 26,638	\$ 24,600

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Sensitivity of the School Administrative Unit's Proportionate Share of the OPEB Liability to Changes in the Healthcare Cost Trend Rate – GASB No. 75 requires the sensitivity of the Net OPEB liability to the healthcare cost trend assumption. Since the medical subsidy benefits are a fixed stipend, there is no sensitivity to the change in the healthcare cost trend assumption.

OPEB Plan Fiduciary Net Position – Detailed information about the OPEB plan's fiduciary net position is available in the separately issued New Hampshire Retirement System Cost-Sharing Multiple Employer Defined Benefit OPEB Plan financial report.

8-B Retiree Health Benefit Program

Plan Description – GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, requires governments to account for other postemployment benefits (OPEB) on an accrual basis, rather than on a pay-as-you-go basis. The effect is the recognition of an actuarially determined expense on the Statement of Activities when a future retiree earns their postemployment benefits, rather than when they use their postemployment benefit. The postemployment benefit liability is recognized on the Statement of Net Position over time.

Benefits Provided – The School Administrative Unit provides postemployment healthcare benefits for certain eligible retirees. The School Administrative Unit provides medical benefits to its eligible retirees.

Employees Covered by Benefit Terms – At July 1, 2017 the five inactive employees or beneficiaries currently receiving benefits were covered by the benefit terms.

Total OPEB Liability – The School Administrative Unit's total OPEB liability of \$94,590 was measured as of July 1, 2017 and was determined by an actuarial valuation of that date.

Actuarial Assumptions and Other Inputs – The total OPEB liability of \$94,590 in the July 1, 2017 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Discount Rate:	3.58%
Healthcare Cost Trend Rates:	
Current Year Trend	5.36%
Second Year Trend	9.50%
Decrement	0.50%
Ultimate Trend	5.00%
Year Ultimate Trend is Reached	2028
Salary Increases:	3.00%

The discount rate was based on the index provided by *Bond Buyer 20-Bond General Obligation Index* based on the 20-year AA municipal bond rate as of July 1, 2017.

Mortality rates were based on the RP-2000 Combined Health Participant Table Projected 10 years using Projection Scale AA.

Changes in the Total OPEB Liability

	June 30, 2018
Total OPEB liability beginning of year, as restated	\$ 101,649
Changes for the year:	
Interest	3,491
Assumption changes and difference between actual and expected experience	(2,300)
Benefit payments	(8,250)
Total OPEB liability end of year	<u>\$ 94,590</u>

SCHOOL ADMINISTRATIVE UNIT NO. 55
NOTES TO THE BASIC FINANCIAL STATEMENTS
AS OF AND FOR THE FISCAL YEAR ENDED
JUNE 30, 2018

Sensitivity of the School Administrative Unit's OPEB Liability to Changes in the Discount Rate – The July 1, 2017 actuarial valuation was prepared using a discount rate of 2.85%. If the discount rate were 1% higher than what was used the OPEB liability would decrease to \$86,463 or by 8.59%. If the discount rate were 1% lower than what was used the OPEB liability would increase to \$103,986 or by 9.93%.

	Discount Rate		
	1% Decrease	Baseline 3.87%	1% Increase
Total OPEB Liability	\$ 103,986	\$ 94,590	\$ 86,463

Sensitivity of the School Administrative Unit's OPEB Liability to Changes in the Healthcare Cost Trend Rates – The July 1, 2017 actuarial valuation was prepared using an initial trend rate of 5.36% with an OPEB liability of \$94,590. No trend rate is applied as all retirees have reached the age of 65 as a result the OPEB liability would not be changed.

OPEB Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to OPEB – For the year ended June 30, 2018, the School Administrative Unit recognized OPEB expense of \$454,925. At June 30, 2018, the School Administrative Unit reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in assumptions	\$ -	\$ 11,212
Differences between expected and actual experience	469,628	-
Total	\$ 469,628	\$ 11,212

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Fiscal Year Ending June 30,	
2019	\$ 458,416
2020	-
2021	-
2022	-
Thereafter	-
Totals	\$ 458,416

NOTE 9 – ENCUMBRANCES

Encumbrances outstanding at June 30, 2018 totaled \$459, consisting of \$442 in general administration and \$17 in executive administration.

NOTE 10 – GOVERNMENTAL FUND BALANCES

Governmental fund balances at June 30, 2018 consist of the following:

	General Fund
Assigned:	
Encumbrances	\$ 459
Unassigned	175,335
Total governmental fund balances	\$ 175,794

SCHOOL ADMINISTRATIVE UNIT NO. 55
NOTES TO THE BASIC FINANCIAL STATEMENTS
AS OF AND FOR THE FISCAL YEAR ENDED
JUNE 30, 2018

NOTE 11 – PRIOR PERIOD ADJUSTMENT

Net position at July 1, 2017 was restated to:

	Government-wide Statements
To restate for the cumulative changes related to implementation of GASB No. 75, see Note 2-C	\$ 38,371
Net position, as previously reported	1,226,666
Net position, as restated	<u>\$ 1,265,037</u>

NOTE 12 – RISK MANAGEMENT

The School Administrative Unit is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors or omissions; injuries to employees; or natural disasters. During fiscal year 2018, the School Administrative Unit was a member of the New Hampshire Public Risk Management Exchange (Primex³) Workers' Compensation and Property/Liability Programs.

The New Hampshire Public Risk Management Exchange (Primex³) Workers' Compensation and Property/Liability Programs are pooled risk management programs under RSAs 5-B and 281-A. Coverage was provided from July 1, 2017 to June 30, 2018 by Primex³, which retained \$1,000,000 of each workers' compensation loss, \$500,000 of each liability loss, and \$200,000 of each property loss. The Board has decided to self-insure the aggregate exposure and has allocated funds based on actuarial analysis for that purpose. The workers' compensation section of the self-insurance membership agreement permits Primex³ to make additional assessments to members should there be a deficiency in contributions for any member year, not to exceed the member's annual contribution. GASB Statement No. 10 requires members of a pool with a sharing risk to disclose if such an assessment is probable, and a reasonable estimate of the amount, if any. At this time, Primex³ foresees no likelihood of any additional assessment for this or any prior year.

NOTE 13 – SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the balance sheet date, but before the financial statements are issued. Recognized subsequent events are events or transactions that provided additional evidence about conditions that existed at the balance sheet date, including the estimates inherent in the process of preparing the financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the balance sheet date, but arose after the date. Management has evaluated subsequent events through June 24, 2019, the date the June 30, 2018 financial statements were available to be issued, and at the March 2019 annual school district meeting, the voters of the Timberlane Regional School District authorized the creation of a planning committee to study the advisability of the withdrawal of the Timberlane Regional School District from School Administrative Unit No. 55.

REQUIRED SUPPLEMENTARY INFORMATION

EXHIBIT E
SCHOOL ADMINISTRATIVE UNIT NO. 55
Schedule of the School Administrative Unit's Proportionate Share of Net Pension Liability
New Hampshire Retirement System Cost Sharing Multiple Employer Defined Benefit Plan
For the Fiscal Year Ended June 30, 2018

	2014	2015	June 30, 2016	2017	2018
School District's proportion of the net pension liability	0.02604464%	0.02711159%	0.02644261%	0.0279231%	0.03302257%
School District's proportionate share of the net pension liability	\$ 1,120,905	\$ 1,017,657	\$ 1,047,531	\$ 1,485,168	\$ 1,624,048
School District's covered payroll	\$ 763,690	\$ 842,488	\$ 861,434	\$ 940,266	\$ 1,113,954
School District's proportionate share of the net pension liability as a percentage of its covered payroll	146.77%	120.79%	121.60%	157.95%	145.79%
Plan fiduciary net position as a percentage of the total pension liability	66.32%	59.81%	65.47%	58.30%	62.66%

The Note to the Required Supplementary Information – Pension Liability is an integral part of this schedule.

EXHIBIT F
SCHOOL ADMINISTRATIVE UNIT NO. 55
Schedule of School Administrative Unit's Contributions - Pensions
New Hampshire Retirement System Cost Sharing Multiple Employer Defined Benefit Plan
For the Fiscal Year Ended June 30, 2018

	June 30,				
	2014	2015	2016	2017	2018
Contractually required contribution	\$ 64,761	\$ 87,956	\$ 88,712	\$ 100,009	\$ 120,976
Contributions in relation to the contractually required contributions	64,761	87,956	88,712	100,009	120,976
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -
School District's covered payroll	\$ 763,690	\$ 842,488	\$ 861,434	\$ 940,266	\$ 1,113,954
Contributions as a percentage of covered payroll	8.48%	10.44%	9.43%	10.64%	10.86%

The Note to the Required Supplementary Information -- Pension Liability is an integral part of this schedule.

SCHOOL ADMINISTRATIVE UNIT NO. 55
NOTE TO THE REQUIRED SUPPLEMENTARY INFORMATION –
PENSION LIABILITY
FOR THE FISCAL YEAR ENDED
JUNE 30, 2018

***Schedule of the School Administrative Unit's Proportionate Share of Net Pension Liability and
Schedule of School Administrative Unit Contributions – Pensions***

As required by GASB Statement No. 68, and as amended by GASB Statement No. 71, Exhibits E and F represent the actuarial determined costs associated with the School Administrative Unit's pension plan at June 30, 2018. These schedules are presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information is presented for those years for which information is available.

Methods and Assumptions Used to Determine Contribution Rates for Fiscal Year 2017:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage-of-Payroll, Closed
Remaining Amortization Period	22 years beginning July 1, 2017 (30 years beginning July 1, 2009)
Asset Valuation Method	5-year smooth market for funding purposes
Price Inflation	2.5% per year
Wage Inflation	3.25% per year
Salary Increases	5.6% Average, including inflation
Municipal Bond Rate	3.56% per year
Investment Rate of Return	7.25% per year
Retirement Age	Experience-based table of rates that are specific to the type of eligibility condition. Last updated for the 2015 valuation pursuant to an experience study of the period 2010-2015.
Mortality	RP-2014 Employee generational mortality table for males and females, adjusted for mortality improvements using Scale MP -2015, based in the last experience study.

Other Information:

Notes	Contribution rates for Fiscal Year 2017 were determined based on the benefit changes adopted under House Bill No. 2 as amended by 011-2513-CofC.
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EXHIBIT G
SCHOOL ADMINISTRATIVE UNIT NO. 55
Schedule of the School Administrative Unit's Proportionate Share of the Net Other Postemployment Benefits Liability
New Hampshire Retirement System Cost Sharing Multiple Employer Defined Benefit Plan
For the Fiscal Year Ended June 30, 2018

	June 30,	
	2017	2018
School District's proportion of the net OPEB liability	0.00491342%	0.00582587%
School District's proportionate share of the net OPEB liability (asset)	\$ 23,786	\$ 26,368
School District's covered payroll	\$ 940,266	\$ 1,113,954
School District's proportionate share of the net OPEB liability (asset) as a percentage of its covered payroll	2.53%	2.37%
Plan fiduciary net position as a percentage of the total OPEB liability	5.21%	7.91%

The Notes to the Required Supplementary Information – Other Postemployment Benefits Liability is an integral part of this schedule.

EXHIBIT H
SCHOOL ADMINISTRATIVE UNIT NO. 55
Schedule of School Administrative Unit's Contributions - Other Postemployment Benefits
New Hampshire Retirement System Cost Sharing Multiple Employer Defined Benefit Plan
For the Fiscal Year Ended June 30, 2018

	June 30,	
	2017	2018
Contractually required contribution	\$ 2,855	\$ 3,453
Contributions in relation to the contractually required contribution	2,855	3,453
Contribution deficiency (excess)	\$ -	\$ -
School District's covered payroll	\$ 940,266	\$ 1,113,954
Contributions as a percentage of covered payroll	0.30%	0.31%

The Notes to the Required Supplementary Information – Other Postemployment Benefits Liability is an integral part of this schedule.

EXHIBIT I
SCHOOL ADMINISTRATIVE UNIT NO. 55
Schedule of Changes in the School District's Total Other Postemployment Benefits Liability and Related Ratios
For the Fiscal Year Ended June 30, 2018

	June 30, 2018
OPEB liability, beginning of year	\$ 101,649
Changes for the year:	
Interest	3,491
Changes to benefit terms	(2,300)
Benefit payments	(8,250)
OPEB liability, end of year	<u>\$ 94,590</u>
Covered payroll	<u>\$ 1,113,954</u>
Total OPEB liability as a percentage of covered payroll	<u>8.49%</u>

The Notes to the Required Supplementary Information – Other Postemployment Benefits Liability is an integral part of this schedule.

SCHOOL ADMINISTRATIVE UNIT NO. 55
NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION –
OTHER POSTEMPLOYMENT BENEFITS LIABILITY
FOR THE FISCAL YEAR ENDED
JUNE 30, 2018

Schedule of the School Administrative Unit's Proportionate Share of Net Other Postemployment Benefits Liability and Schedule of School Administrative Unit Contributions – Other Postemployment Benefits

As required by GASB Statement No. 75, Exhibits G and H represent the actuarial determined costs associated with the School Administrative Unit's other postemployment benefits at June 30, 2018. These schedules are presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information is presented for those years for which information is available.

There were no changes to benefit terms or assumptions in the current actuarial valuation report.

Methods and Assumptions:

Actuarial Cost Method	Entry Age Normal
Amortization Method	Level Percentage-of-Payroll, Closed
Remaining Amortization Period	Not applicable under statutory funding
Asset Valuation Method	5-year smooth market: 20% corridor
Price Inflation	2.5% per year
Wage Inflation	3.25% per year
Salary Increases	5.6% Average, including inflation
Municipal Bond Rate	3.56% per year
Investment Rate of Return	7.25% per year, net of OPEB plan investment expense, including inflation for determining solvency contributions
Retirement Age	Experience-based table of rates that are specific to the type of eligibility condition. Last updated for the 2015 valuation pursuant to an experience study of the period 2010-2015.
Mortality	RP-2014 Healthy Annuitant and Employee generational mortality tables for males and females with credibility adjustments, adjusted for fully generational mortality improvements using Scale MP-2015, based on the last experience study.

Schedule of Changes in School Administrative Unit's Total Other Postemployment Benefits Liability and Related Ratios

As required by GASB Statement No. 75, Exhibit I represents the actuarial determined costs associated with the School Administrative Unit's other postemployment benefits at June 30, 2018. The schedule is presented to illustrate the requirement to show information for 10 years. However, until a full 10-year trend is compiled, information is presented for those years for which information is available.

INDIVIDUAL FUND SCHEDULES

SCHEDULE 1
SCHOOL ADMINISTRATIVE UNIT NO. 55
Major General Fund
Schedule of Estimated and Actual Revenues (Non-GAAP Budgetary Basis)
For the Fiscal Year Ended June 30, 2018

	Estimated	Actual	Variance Positive (Negative)
School districts' assessments:			
Current appropriation	\$ 1,992,064	\$ 1,992,064	\$ -
Other local sources:			
Miscellaneous	1	269	268
Federal sources:			
Other	1	-	(1)
Total revenues	1,992,066	\$ 1,992,333	\$ 267
Use of fund balance - appropriated	25,000		
Total revenues and use of fund balance	\$ 2,017,066		

SCHEDULE 2
SCHOOL ADMINISTRATIVE UNIT NO. 55
Major General Fund

Schedule of Appropriations, Expenditures, and Encumbrances (Non-GAAP Budgetary Basis)
For the Fiscal Year Ended June 30, 2018

	Encumbered from Prior Year	Appropriations	Expenditures	Encumbered to Subsequent Year	Variance Positive (Negative)
Current:					
Support services:					
General administration	\$ -	\$ 9,200	\$ 7,230	\$ 442	\$ 1,528
Executive administration	550	690,497	705,976	17	(14,946)
Business	-	612,091	666,878	-	(54,787)
Operation and maintenance of plant	-	17,800	17,800	-	-
Other	-	687,478	547,299	-	140,179
Total appropriations, expenditures, and encumbrances	\$ 550	\$ 2,017,066	\$ 1,945,183	\$ 459	\$ 71,974

SCHEDULE 3
SCHOOL ADMINISTRATIVE UNIT NO. 55
Major General Fund
Schedule of Changes in Unassigned Fund Balance (Non-GAAP Budgetary Basis)
For the Fiscal Year Ended June 30, 2018

Unassigned fund balance, beginning		\$ 128,094
Changes:		
Unassigned fund balance used to reduce school districts' assessments		(25,000)
2017-2018 Budget summary:		
Revenue surplus (Schedule 1)	\$ 267	
Unexpended balance of appropriations (Schedule 2)	<u>71,974</u>	
2017-2018 Budget surplus		<u>72,241</u>
Unassigned fund balance, ending		<u>\$ 175,335</u>



PLODZIK & SANDERSON

Professional Association/Accountants & Auditors

193 North Main Street • Concord • New Hampshire • 03301-5063 • 603-225-6996 • FAX- 603-224-1380

INDEPENDENT AUDITOR'S COMMUNICATION OF MATERIAL WEAKNESS

To the Members of the School Administrative Unit Board
School Administrative Unit No. 55
Plaistow, New Hampshire

In planning and performing our audit of the financial statements of the governmental activities and major fund of the School Administrative Unit No. 55 as of and for the year ended June 30, 2018, in accordance with auditing standards generally accepted in the United States of America, we considered the School Administrative Unit No. 55's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the School Administrative Unit No. 55's internal control. Accordingly, we do not express an opinion on the effectiveness of the School Administrative Unit No. 55's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified a deficiency in internal control that we consider to be a material weakness.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the following deficiency in internal control to be a material weakness:

General Ledger Reconciliation

During our audit, we noted multiple instances where year-end activity was not being posted and reconciliations were not being performed in a timely manner. We recommend that all activity (revenues and expenditures) be posted to the general ledger immediately, when it occurs. All balance sheet accounts should be reconciled on a monthly basis. Upon completing these reconciliations, budget to actual reports for both revenues and expenditures should be provided to the School Administrative Unit Board on a monthly basis. Currently management is taking action to correct this condition.

This communication is intended solely for the information and use of management, members of the School Administrative Unit Board, and others within School Administrative Unit No. 55, and is not intended to be, and should not be, used by anyone other than these specified parties.

June 24, 2019

*Plodzik & Sanderson
Professional Association*

September 19, 2019

Drew Cline, Chairman
Frank Edelbut, Commissioner
Diana Fenton, Esq.
State Board of Education
101 Pleasant Street
Concord, NH 03301

Jill Perlow, Esq.
Attorney General's Office
33 Capitol Street
Concord, NH 03301

Re: Timberlane Regional School District SAU 55 Withdrawal Plan

Dear Chairman Cline, Members of the State Board, Commissioner Edelbut, Attorney Fenton and Attorney Perlow:

This firm serves as legal counsel for the Timberlane Regional School District SAU 55 Withdrawal Planning Committee. On September 4, 2019, the Committee submitted a plan to the State Board for the withdrawal of the Timberlane School District from SAU 55 (the "Plan"), which the Committee duly prepared in accordance with RSA 194-C:2. We are in receipt of correspondence from counsel for the Hampstead School District which questions the appropriateness of the Plan and requests the State Board to require the Timberlane School District take specific actions with respect to certain purported liabilities. Respectfully, it is the position of the Committee that the submission and review of the Plan for compliance with the requirements of RSA 194-C:2 and RSA 194-C:4 (*see* RSA 194-C:2, IV(d)) is a statutory procedure between the Committee and the State Board which does not warrant or permit submissions by third parties.

Furthermore, we disagree with the submission of the Hampstead School Board. The Plan meets the statutory criteria set forth in RSA 194-C:2, IV(a)(1)-(5) & (b). More specifically, we believe the submitted Plan, which includes a one-year transition year to ease the transition for both current member districts, provides a basis for which outstanding liabilities that will exist at the time of withdrawal are properly addressed.

September 19, 2019
Page 2

The Committee has requested to be placed on the Board's October agenda and can certainly address any questions the Board may have at that time.

Sincerely,

A handwritten signature in black ink, appearing to read "Sarah S. Murdough", written in a cursive style.

Sarah S. Murdough

SSM/sib

Cc: Kim Farah, Chair, Timberlane Regional School District SAU 55 Withdrawal Planning
Committee
Dean Eggert, Esq.

WADLEIGH, STARR & PETERS, P.L.L.C.

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JOHN E. FRIBERG, Sr.
JAMES C. WHEAT
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JEFFREY H. KARLIN
MARC R. SCHEER
GREGORY G. PETERS
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Direct Dial: (603) 206-7209
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September 26, 2019

Drew Cline, Chairman
Frank Edelblut, Commissioner
Diana Fenton, Esq.
State Board of Education
101 Pleasant Street
Concord, NH 03301

Jill Perlow, Esq.
Attorney General's Office
33 Capitol Street
Concord, NH 03301

Dear Chairman Cline, Members of the State Board, Commissioner Edelblut, Attorney Fenton and Attorney Perlow:

This firm continues to serve as legal counsel for the Hampstead School District, one of two member districts in SAU #55. I am in receipt of the September 19, 2019 letter on behalf of the Timberlane School District, SAU #55 Withdrawal Planning Committee. The credibility of the Committee's position can quickly be assessed by considering their first point; that the remaining district in the SAU does not have standing to comment regarding the Withdrawal Plan. Both the Administrative Procedure Act and fundamental concepts of Constitutional Due Process entitle the Hampstead School District leave to comment, as the Hampstead School District has a direct taxpayer interest in the outcome of this discussion.

Second, the Withdrawal Committee assumes that somehow over the course of the one year transition year "outstanding liabilities that will exist at the time of withdrawal [will be] properly addressed." A Plan without a plan is not a viable plan.

Each of the liabilities itemized in our prior letter of September 9, 2019, are accrued liabilities reflected on the books and financial records of the District in accord with generally

September 26, 2019

Page 2

accepted accounting principles used by state and local governments in the United States as promulgated by the Governmental Accounting Standards Board (GASB). The Withdrawal Plan submitted by the Timberlane Regional School District as supplemented by Attorney Murdough's letter of September 29, 2019 is inadequate as to its statutory obligation to present a "proposed plan for the disposition of any School Administrative Unit assets and liabilities." See NH RSA 194-C:2(IV)(a)(5).¹

The Hampstead School District respectfully requests that the Board condition any approval of the Timberlane Withdrawal Committee's Plan on insertion of the following language:

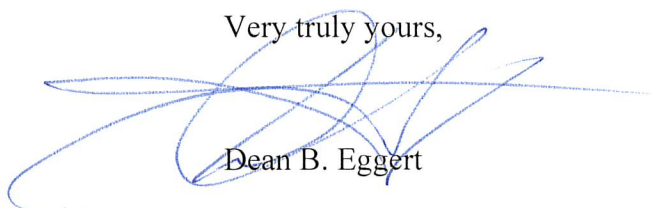
"The liabilities existing at the withdrawal date, including, but not limited to, the compensated absences, other post-employment benefits, net pension liabilities, and retirement incentive liabilities shall be allocated as follows:

- a. The Timberlane School District shall remain responsible for 77% of the liabilities existing as of the date of withdrawal; and
- b. The Hampstead School District shall remain responsible for 23% of the existing liabilities."

We respectfully request that the State Board either:

- A. Vote to accept the Withdrawal Plan subject to the condition that the Withdrawal Committee incorporate the above-referenced language into the Plan; or
- B. Vote to reject the Plan until such time as the Withdrawal Committee allocates responsibility for existing liabilities in accord with the above-referenced formula.

Very truly yours,



Dean B. Eggert

DBE/am

Cc: Hampstead School Board

Sarah Murdough, Esq.

Dr. Earl Metzler, SAU #55

G:\D55000\55059\corres\Fenton Edelblut Board 9-26-19.docx

¹ Had the Committee met its statutory duty to consult with the DOE on "unique issues" it might have avoided this problem.

Amend Ed 1102.04(h), effective 3-24-17 (Document #12141), cited and to read as follows:

Ed 1102.04 Definitions N-R.

(h) “Parent” means a biological or adoptive parent, surrogate parent, or a guardian. Parent does not mean the state when the state has legal guardianship *pursuant to 34 CFR 300.30 and 34 CFR 300.520*.

Readopt with amendment Ed 1119.01, Effective 3-24-17 (Document #12141) to read as follows:

Ed 1119.01 Confidentiality Requirements.

(a) Each participating agency shall comply with 34 CFR 300.610-300.627, relative to confidentiality of information, including compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232G, (FERPA) and its implementing regulations in 34 CFR Part 99.

(b) Each LEA and private provider of special education shall adopt a policy regarding the retention and destruction of special education records ~~and shall comply with the following requirements:~~ *pursuant to RSA 186-C:10-a.*

~~(1c) An LEA shall not destroy a student’s special education records prior to the student’s 25th birthday, except with prior written consent of the parent or, where applicable, the adult student, pursuant to 34 CFR 300.624(b). The LEA must maintain a copy of the last IEP that was in effect prior to the student’s exit from special education until the student’s 60th birthday.~~ An LEA may retain and store the student’s special education records in electronic form or any other form. An LEA shall provide a parent or adult student a written notice of its document destruction policies upon the student’s graduation with a regular high school diploma or at the transfer of rights or whichever occurs first. The LEA shall provide public notice of its document destruction policy at least annually.

~~(2d) A private provider of special education shall not destroy a student’s special education records prior to the student’s 25th birthday, except with prior written consent of the parent or, where applicable, adult student, pursuant to 34 CFR 300.624(b).~~ A private provider of special education may destroy a student’s special education records prior to the student’s 25~~6~~th birthday if the private provider of special education has sent all of the student’s records or copies of such records to the most recent LEA of record. A private provider of special education may retain and store the student’s special education records in electronic form or any other form. A private provider of special education shall provide a parent or adult student a copy of its document destruction policy upon the student’s discharge from the private provider of special education.

(ee) Each participating agency shall comply with the safeguard provisions of 34 CFR 300.623. The department or the LEA shall provide notice to parents in accordance with 34 CFR 300.612.

Appendix I

Rule	Statute
Ed 1102.04(h)	RSA 186-C:16, VIII
Ed 1119.01	RSA 186-C:10-a



Wisdom to make a difference.

VI, A

President's Office

229 Main Street, Keene, New Hampshire 03435
603-358-2000

Frank Edelblut, Commissioner
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Dear Frank:

I write to request a one-year extension of our scheduled New Hampshire Department of Education (NH DOE) Program Review and the Council for Accreditation of Educator Preparation (CAEP) Self Study submission and site visit.

This fall, Keene State College begins its 111th year as part of the state's public university system. Our origin as a normal school is a point of pride, and the quality and effectiveness of our teacher preparation programs is critical to our future success and service to the state. We have celebrated quality recognition and secured national and state accreditation approval throughout our history, and education remains our largest major (468 declared majors in 2018).

The past five years have brought both challenge and opportunity to Keene State College. Our total enrollment has declined nearly 30% since 2014 as the campus has sought to command its place in an increasingly competitive higher education landscape, as we worked to address negative public perception following several crises, and as the college-going demographic declined in the northeast. Senior campus and academic leadership positions have experienced significant turnover during this five year period. Most daunting was the recognition as we entered the 2017/2018 academic year that the College faced a financial structural gap exceeding thirteen million dollars.

In spring 2018, as part of the College's commitment to close the structural deficit, the School of Professional and Graduate Studies was eliminated and academic programs reorganized under two academic schools. The Education Department and Educator Preparation office was moved into a newly-created School of Arts, Education, and Culture. During the 2017/2018 academic year, the College community also began preparation for a scheduled regional accreditation review by the New England Commission of Higher Education (NECHE), began assessing institution-scale support for accreditation activities, and launched redesign and priority investment planning across the campus. In fall 2018, the Education Department selected a new chairperson, and the Interim Dean of the School of Arts, Education and Culture selected an Associate Dean from the Education Department. On July 1, 2019, the Director of Educator Preparation resigned and the fourth Provost in five years was installed.

Our students and pre-service educator preparation partners have not perceived this level of turbulence, and our faculty and staff have been delivering exceptional program quality and diligently preparing for our scheduled NH DOE and CAEP review processes. However, these many institutional disruptions have slowed our progress to complete our self study and to communicate coherently our successes and remaining challenges.

At the start of our 2019/2020 academic year, the enrollment floor has stabilized; our student retention percentages are improving; investments in compensation and benefits have been made; priority hiring is occurring; and the College's current budgeted structural gap is below 1.6 million. In addition, the leadership team is being rebuilt, and the campus is moving forward in a far more favorable position.

As we prepare the leadership team, faculty, and staff to carry the responsibility of shared engagement with the accreditation work for NECHE, NH DOE, and CAEP, we are confident Keene State College will continue to declare and demonstrate success in the quality of our teacher preparation programs and in the success of our graduates.

As we regain our strong position in the higher education landscape, I request a one-year extension to fully and effectively prepare and present our best position to our state and national reviewers.

Thank you for considering this request.

Respectfully,

A handwritten signature in blue ink, appearing to read "Melinda Treadwell".

MELINDA TREADWELL
KEENE STATE COLLEGE PRESIDENT

cc: Ockle Johnson

Kirsti Sandy

Tanya Sturtz

Ashlee Stetser

Chris Ward

Kelly Dunn

Readopt with amendment Ed 501.01, effective 11-9-18 (Document #12661), to read as follows:

CHAPTER Ed 500 ~~CERTIFICATION~~ **CREDENTIAL** STANDARDS FOR EDUCATIONAL PERSONNEL

Statutory Authority: RSA 21-N:9,II(s); 186:8,II; 186:11,X; 189:39

PART Ed 501 PURPOSE AND DEFINITIONS

Ed 501.01 Purpose. The rules of this part implement the statutory responsibilities of the New Hampshire board of education to:

- (a) Develop and administer credential standards for educational personnel;
- (b) Develop continuing professional education requirements and prerequisites for the renewal or reinstatement of ~~credential holders~~ **educator licenses**;
- (c) Develop and administer a code of conduct for all credential holders and to inform members of the public of the code of conduct applicable to credential holders;
- (d) Specify unprofessional conduct which justifies disciplinary sanctions against credential holders; and
- (e) Provide oversight of adjudicatory proceedings required for discipline of credential holders while providing such with fair hearing practices and rights of appeal.

Readopt with amendment Ed 501.02 effective 11-9-18 (Document # 12661), to read as follows:

Ed 501.02 Definitions. Except where the context makes another meaning manifest, the following words shall have the meanings indicated when used in this chapter:

(a) “Administrator” means ~~the administrator of the bureau of credentialing~~ **a person who provides building-, district-, or school administrative unit (SAU)-level administrative services at the pre-K, elementary, or secondary level including superintendent, assistant superintendent, principal instructional leader, associate principal instructional leader, business administrator, special education administrator, curriculum administrator, school counseling director, career and technical education director, and district administrator;**

(b) “Authorization” means a document issued by the department giving permission for a person to serve in the role of a licensed educator prior to completing the licensure endorsement requirements for that role, or for a temporary period of time established by the document;

(c) “Board” means the state board of education created by RSA 21-N:10;

(d) “Bureau” means the bureau of credentialing, ~~division of program support, department of education~~ **division of educator support and higher education;**

(e) “Certificate” means ~~the document issued when a credential holder meets full licensure requirements;~~

(e) ***“College-level course” means a course from an institution accredited by a US education department-approved regional accrediting body or approved by the New Hampshire higher education commission;***

(f) “Commissioner” means the commissioner, department of education;

(g) “Credential” means any authorization, ***statement***, or license issued by the ~~bureau~~ ***state board*** including, but not limited to, beginning educator license (BEL), experienced educator license (EEL), in process of licensure authorization (IPLA), intern authorization (IA), emergency authorization (***EA***), statement of eligibility (SOE), ***educational interpreter/transliterators license***, paraeducator I & II ***license***, school nurse ***I, II & III license***, and master teacher license (MTL);

(h) “Credential holder” means any individual who holds a credential, as defined in Ed 501.02(g);

(i) ***“Credential verification request” means a request from a credential holder to fulfill an out of state licensing jurisdiction’s request for verification of a New Hampshire educator license;***

(j) ***“Degree” means a degree from an institution accredited by a US education department-approved regional accrediting body or approved by the New Hampshire higher education commission;***

(~~k~~) “Denial” means the refusal to grant credential to an applicant;

(~~j~~) “Department” means the New Hampshire department of education;

(~~kn~~) “Director” means the director, division of ~~program support~~ ***educator support and higher education***;

(~~n~~) “Division” means the division of ~~program support~~ ***educator support and higher education***;

(o) ***“Educational interpreter/transliterators” means a person licensed by the board who facilitates communication between individuals who are deaf or hard of hearing, or who use signed language as a primary mode of communication, and individuals who are hearing;***

(p) ***“Educational specialist” means a person who provides non-instructional services to students at the pre-K, elementary, or secondary level including, school counselor, school psychologist, school social worker, specialist in assessment of intellectual functioning, library media coordinator, and school speech-language specialist;***

(~~mq~~) “Educator” means ~~any professional employee of any school district whose position requires certification by the state board pursuant to RSA 189:3. Administrators, educational specialists, instructional specialists, teachers, paraeducators, educational interpreter/transliterators, and school nurses and teachers are included within the definition of this term;~~

(~~nr~~) “Emergency authorization” means the authorization issued by the bureau to a school district or school administrative unit to employ a non-credentialed educator to fill a vacancy as specified in Ed 504.04;

(~~os~~) “Endorsement” means the specific ~~subject~~ area for which the credential is issued;

(t) ***“Instructional specialist” means a person who provides specialized instructional support to teachers and others who provide direct instruction to children at the pre-K, elementary, or secondary***

level, including reading and writing specialist, digital learning specialist, library media specialist, and elementary mathematics specialist for grades k-6.

(u) *“In process of licensure authorization” means the authorization issued by the bureau to a school district or school administrative unit to employ a non-credentialed educator who is in the process of licensure to fill a vacancy as specified in Ed 504.05;*

(pv) *“Intern authorization” means the authorization granted to applicants pursuant to ~~Ed 505.04,~~ and Ed 505.05 to perform educational services while the plans are being implemented;*

(qw) *“License” means the document issued when an ~~credential holder~~ applicant meets full licensure requirements;*

(rx) *“Licensure” means the official recognition by the board that an individual has met minimum requirements and is approved to practice in ~~their~~ an endorsement area(s);*

(sy) *“Mentor” means a person who:*

(1) *Is appointed to provide assistance to an applicant for ~~certification~~ licensure pursuant to ~~Ed 505.04 or Ed 505.05;~~ and*

(2) *Meets at least one of the following qualifications:*

a. *Is a credential holder with 3 years of experience as an educator in the area of endorsement; or*

b. *Has 3 years of experience ~~equivalent~~ comparable to the experience requirement under a. above such as, but not limited to, involvement in an ~~collegiate teacher educator~~ preparation program;*

(z) *Paraeducator means a person who works under the supervision of a teacher or other licensed education professional to provide specialized or concentrated assistance to students at the pre-K, elementary, or secondary level and may be licensed by the board;*

(~~ta~~aa) *“Professional conduct” means a set of established professional norms and behaviors as defined in Ed 510.01 through Ed 510.04 which extend beyond the workplace;*

(~~tb~~bb) *“Reprimand” means a note to file of a credential holder for his or her conduct, which does not rise to the level of a suspension or revocation of a credential, which can be used in the event of a subsequent investigation;*

(~~vc~~cc) *“Revocation” means the department has permanently rescinded a credential from a credential holder;*

(dd) *“School nurse means a person licensed by the board to provide health services in accordance with RSA 200:29;*

(~~w~~ee) *“Statement of eligibility” means a verification issued by the department of education that indicates that an individual has successfully met the entry requirements of an ~~intern authorization~~ for;*

—————(1) *Pathway 4 certification as specified in Ed 505.04; or*

~~(2) Pathway 5 certification as specified in Ed 505.05 to seek employment and begin the site-based licensing plan described in Ed 505.05;~~

(~~xy~~) “Suspension” means the department has rescinded a credential from a credential holder for a specified period of time; ~~and~~

(~~ygg~~) “Student” means an individual who is enrolled or participating in any class or program from preschool through grade 12, or any “adult student” as specified in Ed 1102.01(f)(1), at any school or education institution except as otherwise noted in these rules; *and*

(~~hh~~) “Teacher” means a person who plans, provides, and assesses direct instruction to children at the pre-K, elementary, or secondary level in a content area specified in Ed 507. Teacher does not include paraeducator.

Readopt with amendment Ed 502.01 through Ed 502.03, effective 11-09-18 (Document #12661), to read as follows:

PART Ed 502 PUBLIC INFORMATION

Ed 502.01 Confidentiality of Credential Holder Certification Records.

(a) Pursuant to RSA 91-A:5, V, the following limited credential status information shall be available to the general public, upon written or verbal request:

- (1) The name of the credential holder;
- (2) The individual's current credential status, including type of credential, expiration date of credential, and all endorsements;
- (3) The individual's suspension, if applicable, including effective dates of each suspension period, reason for the suspension, and revocation, if applicable; and
- (4) The school, if known or stated, where the credential holder is currently employed.

(b) The provisions of this section shall not require the release of information related to:

- (1) Informal or formal investigations; or
- (2) Board or hearing officer records from adjudicatory proceedings involving the credential holder when such adjudicatory proceeding is not open to the public in accordance with Ed 200.

(c) The complete record of a credential holder shall be released by the division upon written request to the following:

- (1) A party in an adjudicatory proceeding when:
 - a. The credential holder is a party to the proceeding; and
 - b. The credential holder's credential record is relevant to the proceeding;

- (2) A law enforcement agency when the agency is conducting a criminal investigation of the credential holder;
 - (3) A certifying agency of another jurisdiction for:
 - a. Purposes of credentialing the credential holder in the other jurisdiction; or
 - b. An investigation of the credential holder by the other jurisdiction, when:
 - 1. The credential holder was the subject of a formal investigation under Ed 511; or
 - 2. Disciplinary action was taken against the credential holder by the board under Ed 511;
 - (4) Board investigators or prosecutors; or
 - (5) Persons to whom the credential holder has given a release.
- (d) The bureau shall report:
- (1) Any suspension or revocation to the credential holder's current superintendent of school in N.H. and The National Association of State Directors of Teacher Education and Certification (NASDTEC) educator identification clearing house; and
 - (2) Any reprimand to the credential holder's current superintendent of school in N.H.;
- (e) The department shall maintain a list of all credential holders whose credentials have been revoked or who are under suspension, and such list shall be published on the department's website.

Ed 502.02 Access to Records. Any ~~educator, educational personnel or~~ member of the general public may make a request either verbally, in writing or e-mail to the ~~bureau~~ **department** for access to records listed in Ed 502.01(a).

Ed 502.03 Custodian of Records.

- (a) All records regarding educators or educational personnel credentials shall be maintained by the bureau while the credential is valid.
- (b) Educator or educational personnel records which are no longer valid shall be maintained by the bureau.

Readopt with amendment Ed 503.01, effective 3-27-14 (Document #10558), to read as follows:

PART Ed 503 REQUIREMENT FOR EMPLOYMENT

Ed 503.01 ~~Validity of Life Certificates~~ **Requirement for Employment**. All professional certificates and certificates issued for the life of the holder shall remain valid for the life of the person to whom it was issued (a) *A non-credentialed substitute teacher, paraeducator, or school nurse may be hired to teach*

up to 20 consecutive days during the school year in the same position without holding a New Hampshire educator credential issued by the state board.

(b) All other employees hired for positions requiring a credential by the state board shall hold a valid credential issued by the state board.

Repeal by deleting Ed 503.02, effective 3-27-14 (Document #10558), to read as follows:

~~—— Ed 503.02 Exceptions. Notwithstanding the requirements of Ed 503.01, a school district may employ:~~

~~—— (a) A non-credentialed substitute teacher who may teach up to 20 consecutive days during the school year in the same position without holding an endorsed credential from the bureau;~~

~~—— (b) An applicant for whom a permission to employ has been granted under Ed 504.04; or~~

~~—— (c) An applicant who is in the process of becoming certified and for whom the district superintendent and division director have approved “in process of certification” under Ed 504.04.~~

Readopt and renumber Ed 503.03 as Ed 503.02, effective 3-27-14 (Document #10558), to read as follows:

Ed 503.032 Sanctions for ~~Teaching~~ Employment Without a Valid Credential.

(a) The board shall revoke the credential of a superintendent who knowingly employs or continues the active employment of an educator who does not hold a valid New Hampshire ~~teaching~~ credential ~~or intern license~~, provided the board determines that the superintendent took such action knowingly based on findings of fact or conclusions of law established in accordance with due process rights in Ed 200.

(b) All fair hearings and notice provisions of Ed 510 shall be met prior to revocation of the superintendent's credential.

(c) The superintendent shall remove an educator who knowingly continues employment after the expiration of a New Hampshire credential until such time as the educator obtains a New Hampshire credential pursuant to these rules.

(d) This section shall not apply to any ~~teacher~~ **educator** who has filed a timely application for ~~credential~~ **license** renewal pursuant to Ed 509.

Readopt with amendment Ed 504.01 through Ed 504.03, effective 1-17-14 (Document #10506), to read as follows:

PART Ed 504 PROFESSIONAL CREDENTIALS

Ed 504.01 Beginning Educator ~~Certificate~~ License. The board shall, pursuant to RSA 186:11, X(a), issue a certificate to a beginning educator in accordance with the following:

(a) To qualify for a beginning educator ~~credential~~ **license**, an individual shall have less than 3 years of ~~teaching~~ **educator** experience ~~to include teaching experience at the elementary and secondary levels of education;~~

~~(b) An individual shall be granted a beginning educator credential upon:~~

____ (1) ~~M~~ **and meeting** the qualifications **and application requirements** for a **credential license** specified in Ed 505; ~~and~~.

(2) ~~Successfully completing the application process specified in Ed 508; and~~

(eb) Beginning educator ~~credentials~~ **licenses** shall be issued for 3 years; and renewed pursuant to Ed 509.

Ed 504.02 ~~Experienced Educator Certificate~~ **License**. The board shall, pursuant to RSA 186:11, X(a), issue a certificate to an experienced educator in accordance with the following:

(a) To qualify for an experienced educator ~~credential license~~ an individual shall have at least 3 years of full-time **or full-time equivalent educator** experience as an educator at the elementary through secondary levels of education; being deemed effective or above according to the local evaluation system for 2 consecutive years, and successfully completing a renewal cycle pursuant to Ed 509 and according to the state or local professional development master plan as determined by the local superintendent, ~~or district administrator,~~ **chartered public school administrator**, or nonpublic school administrator; ~~and~~.

(b) ~~An e~~Experienced educator ~~credential~~ **licenses** shall be issued for 3 years **and renewed pursuant to Ed 509**.

Ed 504.03 ~~Intern Authorization License~~. The board shall, pursuant to RSA 186:11, X(a), issue a certificate to an intern, in accordance with the following:

(a) To qualify for an intern **authorization** license an individual shall ~~complete the application required in Ed 505 and~~

(1) ~~Successfully complete the application method in:~~

____ a. Ed 505.04; or

____ b. Ed 505.05; and

____ (2) ~~B~~b currently employed full-time in the field of education in a New Hampshire public or non-public school **under a valid statement of eligibility**;

(b) Intern ~~licenses~~ **authorization** shall be granted under Ed 505.04 ~~9~~(f) for the duration of the individualized development plan and under Ed 505.05 for the duration of the site-based certification **licensing** plan;

(c) Educators who hold a valid intern license shall receive a beginning educator ~~credential~~ **license** after the bureau receives:

____ (1) The final report required under Ed 505.04(i) relating to the educator's completion of an individualized development plan, if the person holds an intern license under Ed 505.04; or

____ (2) A statement from the superintendent as provided in Ed 505.05(j) that the intern has completed the intern's site-based certification plan;

~~(d) The applicant shall pay the same fee as the fee for a renewal of certificate under Ed 508.06, and the provisions of Ed 509.04 relative to late filing petitions shall apply.~~

Repeal Ed 504.031, effective 12-17-03 (Document #7923), and amended effective 10-26-04 and 12-17-04 (Document #8194 and #8229 respectively), and expired 12-17-12

~~Ed 504.031 Master Teacher Certificate.~~

Readopt with amendment Ed 504.04 and Ed 504.05, effective 11-9-18 (Document #12661), to read as follows:

Ed 504.04 Emergency Authorization.

(a) The superintendent of schools shall ~~request emergency authorization from the bureau, complete and file the “Emergency Authorization Request” form~~ and the emergency authorization shall be granted ~~for up to the duration of the school year for which the request was made, provided that the requirements of paragraphs (b) through (e) are met. The applicant for the teaching position shall provide the information and documentation required in (c) and (e) below~~ **after the applicant provides the information required in (b) below.**

(b) The bureau shall issue an emergency authorization ~~applied for~~ **requested** under (a) above if an emergency situation exists as determined by the local school district and the applicant for the ~~teaching educator~~ position has:

(1) Paid the applicable application fee, provided in Ed 508.06~~(e)~~5; and

(2) **Completed and Filed** with the bureau the ~~information and documentation required in (c) and (e).~~

~~— (c) An applicant for a teaching position for whom a superintendent is requesting emergency authorization shall provide the following information or documents, unless it is specified below that the information is optional, on or with the form titled “Application for Emergency Authorization” form, August 2019 as outlined in Ed 505:~~

~~— (1) Social security number, unless the applicant chooses to have the department supply an alternative number, subject to the provisions of (d) and (e) below;~~

~~— (2) Date of birth;~~

~~— (3) Name;~~

~~— (4) Address;~~

~~— (5) Sex, which may be specified at the option of the applicant;~~

~~— (6) Telephone number;~~

~~— (7) Date of application;~~

~~— (8) Educational information, including the following:~~

- _____ a. Degree, if any;
- _____ b. Major;
- _____ c. State;
- _____ d. College or university;
- _____ e. Date degree granted; and
- _____ f. Transcript for each degree listed;
- _____ (9) Educational employment record for the last 7 years including:
 - _____ a. Dates;
 - _____ b. State;
 - _____ c. School district;
 - _____ d. Position;
 - _____ e. Assignment/subject;
 - _____ f. Grade level;
 - _____ g. Credential held;
 - _____ h. Number of years of any public school experience;
 - _____ i. Number of years of any non-public school experience; and
 - _____ j. Copy of each teaching credential held in New Hampshire, other state, or both;
- _____ (10) Whether the applicant ever held a New Hampshire credential and, if so, the year it expired and the name under which it was issued;
- _____ (11) Whether the applicant has ever been convicted of a felony and, if so, an explanation;
- _____ (12) Whether the applicant has ever had a teaching credential revoked or suspended and, if so, an explanation;
- _____ (13) Whether the applicant has ever surrendered a teaching credential in any other state, and, if so, an explanation;
- _____ (14) Whether the applicant has ever been subject of a finding of professional misconduct in New Hampshire, another state, or territory of the United States, or foreign country and, if so, an explanation; and
- _____ (15) Identification of ethnic origin, which may be specified at the option of the applicant, including one of the following categories:

- _____ a. American Indian;
- _____ b. Asian/Pacific;
- _____ c. African American/Non Hispanic;
- _____ d. White/Non Hispanic;
- _____ e. Hispanic;
- _____ f. Multi ethnic; and
- _____ g. Other/do not wish to specify.

_____ (d) If an applicant provides a social security number under (c)(1) above, the social security number shall be used by the bureau for the purposes of generating data on teacher salaries or such other purposes as authorized by law including but not limited to RSA 161-B:11, VI a.

_____ (e) If an applicant chooses to have the department supply an alternative number, the department shall use the teacher number generated by the electronic educator information system and it shall be used as specified in (b).

_____ (f) An emergency authorization shall be issued to the superintendent of schools for up to one school year and shall not be renewable.

Ed 504.05 In Process of Licensure Authorization (IPLA).

(a) ~~The applicant who is in process of licensure authorization (IPLA) shall sign the application acknowledging that all information contained on the application is true, accurate, and complete to the best of the applicant's knowledge.~~

_____ (b) ~~If a~~ ***The superintendent of schools shall complete and*** files an ***IPLA “In Process of Licensure Authorization Request (IPLA)” form, August 2019*** with the bureau.

(b); ~~†~~ The bureau shall approve such filing, if the bureau finds that the applicant who is the subject of the IPLA ***request***:

- (1) Is in the process of ~~certification~~ ***licensure***;
- (2) Has submitted a completed application for ~~certification~~ ***licensure as outlined in Ed 505.07(b)(1)***; and
- (3) ***Meets all requirements for licensure except for the testing requirements under Ed 505.01; and***
- (34) Has paid any applicable ***fees***.

(c) ***The bureau shall notify*** ~~An approved IPLA shall be issued to the superintendent of schools that the applicant is authorized under an IPLA for up to one school year and shall not be renewable~~ ***with no renewal offer.***

Readopt with amendment Ed 504.08, effective 11-14-17 (Document #12661), to read as follows:

Ed 504.08 School Nurse I.

(a) An applicant for school nurse I shall be currently licensed in New Hampshire as a registered nurse as defined by RSA 326-B:2, X at the associate's degree level and have 3 years of clinical nursing experience under their own license in pediatric nursing or other related nursing areas, including, but not limited to public health, community health, family mental health, emergency and primary care nursing.

(b) ~~The application procedures for certification shall be as follows:~~

~~———— (1) The candidate may obtain the necessary forms and information from the bureau of credentialing; and~~

~~———— (2) The candidate shall *complete and* file a *“School Nurse Application”, November 2017 edition, with the bureau of credentialing along with* the following *additional* materials and documents with the bureau of credentialing:~~

~~a. Completed “School Nurse Application” (November 2017 edition) for school nurse I;~~

~~b. An official transcript from a board of nursing approved registered nursing program;~~

~~c. A copy of a valid New Hampshire issued license as a registered nurse; and~~

~~d. An employment verification letter from current or previous employers which demonstrates 3 years of work experience required in Ed 504.08(a).~~

(c) A school nurse I shall obtain skills, competencies, and knowledge, through the completion of 45 school nurse related continuing education hours during the three year life of the certificate as outlined in Ed 512.07.

(d) A school nurse I shall be assigned a mentor certified as a school nurse II or III who shall:

(1) Be listed as an available mentor by the bureau;

(2) Be appointed by the superintendent;

(3) Have at least 5 years of experience as a school nurse; and

(4) Be assigned to mentor during the three years of the original certificate of the school nurse I to which they are assigned.

(e) A school nurse I certificate is valid for three years and can be renewed one time with verification of compliance with Ed 504.08(f).

(f) A school nurse I shall submit to the bureau a verification of enrollment in a board of nursing approved ADN to BSN program that shows a completion date on or before the expiration date of the school nurse I original or renewal certificate.

Ed 504.09 School Nurse II.

(a) School nurses employed on or before July 1, 2016 shall submit the following documentation for certification as a school nurse:

- (1) Completed “School Nurse Application” (November 2017 edition) for school nurse II;
- (2) Employment verification letter of a hire date as a school nurse on or before July 1, 2016; and
- (3) A copy of a valid New Hampshire issued license as a registered nurse.

(b) A school nurse II shall obtain skills, competencies, and knowledge, through the completion of 45 continuing education hours during the three year life of the certificate as outlined in Ed 512.07 and shall follow the renewal procedures outlined in Ed 509.

(c) A school nurse II with 5 years of school nurse experience shall be listed as an available mentor to a school nurse I as outlined in Ed 504.08(d).

Source. #12418, eff 11-14-17; renumbered by #12661 (formerly Ed 504.08)

Ed 504.10 School Nurse III.

(a) An applicant for school nurse III shall have completed a board of nursing approved registered nursing program at the bachelor’s degree level or higher, be currently licensed in New Hampshire as a registered nurse as defined by RSA 326-B:2, X, and have 3 years current experience in pediatric nursing or other related nursing areas, including, but not limited to public health, community health, family mental health, emergency and primary care nursing.

(b) A school nurse holding national certification (NCSN) or out of state certification shall meet the requirements of school nurse III upon evaluation by the bureau of credentialing.

(c) The application procedures for certification shall be as follows:

(1) The candidate may obtain the necessary forms and information from the bureau of credentialing; and

(2) The candidate shall file the following materials and documents with the bureau of credentialing:

a. Completed “School Nurse Application” (November 2017 edition) for school nurse III;

b. Employment verification letters from a current or previous employer which outlines three years of work experience required in Ed 504.09(a);

c. A copy of a valid New Hampshire issued license as a registered nurse at the bachelor’s degree level or higher; and

d. An official transcript from an accredited college or university showing the successful completion of a BSN or higher;

(d) A school nurse III shall obtain skills, competencies, and knowledge, through the completion of 45 continuing education hours during the three year life of the certificate as outlined in Ed 512.07 and shall follow the renewal procedures outlined in Ed 509.

(e) A school nurse III with 5 years of school nurse experience shall be listed as an available mentor to a school nurse I as outlined in Ed 504.08(d).

Source. #12418, eff 11-14-17; renumbered by #12661 (formerly Ed 504.09)

Ed 507.36 Educational Interpreter/Transliterater for Children and Youth Ages 3-21.

(a) For purposes of this section, the following definitions shall apply:

(1) “Educational interpreter” means the professional employee whose job entails the facilitation of communication between individuals who are deaf or hard of hearing, or who use signed language as a primary mode of communication, and individuals who are hearing;

(2) “Interpreting” means the process of accurately conveying information between American Sign Language (ASL) and English; and

(3) “Transliterating” means accurately conveying a message via visual or tactile manual representations of the English language such as manually coded English, cued speech, Signed English, Signing Exact English (SEE), and oral transliterating. This process conveys information from one mode, spoken or signed, of English to another mode of English.

(b) The following requirements shall apply to the certification of an educational interpreter/transliterater for children and youth ages 3 to 21 years:

(1) Hold a minimum of an Associate’s Degree;

(2) Receive a passing grade on the Educational Interpreter Performance Assessment Written Test (EIPA-WT) as specified in (c); and

(3) Meet one of the following entry level requirements relative to education and experience:

a. Receive a passing grade as determined by the State Board of Education on the practical examination in signing for the EIPA Performance Test (EIPA-PT) as specified in (c);

b. Hold a current national certification from either national office of the Registry of Interpreters of the Deaf (RID) or National Association of the Deaf (NAD) of at least level III; or

c. Educational Interpreter certification from another state whose standards are equivalent to Ed 507.35.

(c) Candidates for the EIPA-WT and EIPA Performance Test shall demonstrate the following skills, competencies, and knowledge through a combination of a written examination and an actual practical examination in signing in the following areas:

(1) A knowledge of history of general interpreting/transliterating such as:

- a. Educational interpreting/transliterating; and
- b. Relevant federal, state and local organizations;

(2) The ability to identify resources that serve students who are deaf/hard of hearing (D/HH) including:

- a. Services;
- b. Programs; and
- c. Agencies;

(3) A knowledge of the National Registry of Interpreters for the Deaf Code of Professional Conduct;

(4) The ability to establish an environment allowing for effective interpreting and transliterating in a wide variety of educational settings; and

(5) A knowledge of different modes of communication which shall include but not limited to:

- a. ASL;
- b. Pidgin sign English (PSE);
- c. Manually coded English;
- d. Oral;
- e. Cued speech; and
- f. Tactile;

(6) In the area of the process of interpreting/transliterating, the ability to match the child's communication mode(s) as determined by the Individualized Education Program (IEP) team specified in Ed 1109.03 or the 504 team in one of the following:

- a. Simultaneously and consecutively interpret accurately, both expressively and receptively;
- b. Simultaneously and consecutively transliterate accurately, both expressively and receptively; or
- c. Simultaneously and consecutively orally transliterate accurately, both expressively and receptively;

(7) In the area of the professional roles, responsibilities and practices:

- a. Knowledge of federal IDEA/504 and state laws and rules that pertain to students who are deaf and hard of hearing and how they are applied;

- b. Knowledge of state child protection laws and school policies regarding how to report child abuse/neglect and explain the appropriate protocol to follow the laws and rules;
- c. Knowledge of American deaf culture and how it is distinguished from general American culture;
- d. Knowledge of the role and responsibilities of an educational interpreter/transliterators in an educational setting for children and youth ages 3 through 21;
- e. The ability to interpret/transliterate accurately in a public forum; and
- f. Knowledge of hearing loss and amplification in deaf and hard of hearing children;

(8) In the area of child development:

- a. How students learn and develop cognitively, linguistically, socially, morally, emotionally, and physically; and
- b. How the development of language in deaf students impacts their development cognitively, linguistically, socially, morally, and emotionally;

(9) In the area of principles and philosophies of public education:

- a. Respect for the students' varied talents and perspectives;
- b. Knowledge and understanding of public schools as complex organizations within a larger community; and
- c. Effective collaboration with school staff, parents, and others to support students' learning and well-being;

(10) In the area of IEP and 504 process in educational settings in:

- a. Basic knowledge of the individualized education program (IEP) process as specified in Ed 1109; and the 504 process; and
- b. The ability to work with members of the IEP/504 team, contributing information about the child's language including:
 - 1. Most effective mode(s) of communication; and
 - 2. Use of practical and functional language; and

(11) In the area of general studies:

- a. A command of language, including the language of words, mathematics and other common terms typically found in preschool through grade 12 curriculum;
- b. The ability to comprehend reading materials commonly found in preschool through grade 12 educational programs and curriculum, including:

1. Mass media and social media;
 2. Newspapers; and
 3. Magazines;
- c. The ability to write coherently using:
1. Correct spelling;
 2. Grammar;
 3. Punctuation; and
 4. Appropriate vocabulary;
- d. Sufficient cultural literacy including understanding of major principal events and significant figures in American and world cultures and other such information commonly presented in preschool through grade 12 curriculum;
- e. Logical thinking and problem-solving ability which draws on a large spectrum of knowledge in the humanities, sciences and the arts; and
- f. The ability to utilize technology/assistive technology to enhance and support the instruction of students who are deaf and hard of hearing.

(d) Candidates shall participate in professional development for both personal growth and school district's master plan program improvement as specified in Ed 512.03(c) individual professional development plan, Ed 512.04 criteria for recertification of educators under the professional development master plan and Ed 512.05 criteria for recertification of educators not under the local professional development master plan.

PART Ed 505 ~~QUALIFYING METHODS FOR OBTAINING A TEACHING CREDENTIAL~~ ***HOW TO OBTAIN A NEW HAMPSHIRE EDUCATOR LICENSE***

Adopt Ed 505.01 as follows:

Ed 505.01 Basic Academic Skills and Subject Area Assessment.

(a) Except as described in paragraph (e), each candidate seeking an initial teacher or instructional specialist license under one of the pathways listed below shall pass a nationally recognized basic academic skills assessment, including, but not limited to, the praxis core academic skills for educators administered by educational testing service (ETS).

(b) Each candidate seeking licensure in any endorsement area for which the state board has adopted a subject assessment test cut score shall pass that subject assessment test, or comparable out of state test determined by the bureau, intended to measure the test taker's knowledge of the specific subject area of a concentration in which the test taker seeks an educator license.

(c) The board may adopt the national cut scores for the praxis core academic skills for educators and all subject assessments in accordance with (a) and (b) above and a list of tests and cut scores shall be maintained on the department website.

(d) The board may request that the department conduct a validation study for any subject assessment before adopting the cut score. Validation studies shall include input from:

(1) The department;

(2) Teacher education institutions; and

(3) New Hampshire teachers with experience as an educator in the test areas.

(e) The entities described in (d)(1)-(3) above shall provide input and recommendations regarding:

(1) Test specifications appropriate for New Hampshire;

(2) Which assessments are appropriate for New Hampshire; and

(3) Passing scores on tests for New Hampshire.

(f) The board shall accept, in lieu of (a) above, performance at or above the fiftieth percentile on a nationally recognized basic academic skills test in the areas of reading, writing, and mathematics, including, but not limited to:

(1) The scholastic aptitude test (SAT) administered by the college board;

(2) The graduate record examinations (GRE) administered by ETS; and

(3) The ACT administered by ACT.

(g) A candidate for a career and technical education (CTE) specialty area license may substitute the following in lieu of a nationally recognized test of academic proficiency required by paragraph (d):

- (1) Three years of full-time experience in the area for which the license is sought; and
- (2) Current industry-recognized credential approved by the department in a published list of accepted credentials appropriate to the CTE area in which a license is sought.

Readopt with amendment and renumber Ed 505.06 and Ed 505.07 as Ed 505.02 and Ed 505.03, effective 12-17-11 (Document #10046), to read as follows:

Ed 505.062 General Education Certification Requirements. Each applicant who seeks ~~certification~~ *licensure* under Ed 505.045 shall have completed a program providing the following core competencies:

(a) Content competencies in the following areas necessary for college and workforce success:

- (1) Language arts;
- (2) Reasoning;
- (3) Information literacy;
- (4) Mathematics;
- (5) Sciences; and
- (6) Social sciences;

(b) Creative competencies in the following areas:

- (1) Creative expression;
- (2) Critical thinking;
- (3) Innovative and collaborative problem-solving; and
- (4) Resourcefulness;

(c) Communication competencies in the following areas:

- (1) Languages;
- (2) Digital media;
- (3) Networking; and
- (4) Content creation technologies; and

(d) Cultural competencies in the following areas:

- (1) Cultural understanding;
- (2) Taking responsibility for self and others;

- (3) Adaptability and resilience;
- (4) Ability to engage in productive teamwork; and
- (5) Social and civic engagement.

Ed 505.073 ~~Professional Education Requirements; Alternatives 3, 4, and 5.~~ In addition to the requirements in Ed 505.035 *for site-based licensing plans* and Ed 505.06 *for demonstrated competencies* ~~for Alternative 3, Ed 505.04 for Alternative 4, and Ed 505.05 for Alternative 5, an each~~ applicant ~~for a credential under Alternative 3, 4, or 5~~ who is not already ~~credentialed~~ *licensed* shall demonstrate evidence of the following *before full licensure is granted*:

(a) In the area of the learner and learning:

(1) Learner development, as demonstrated by:

- a. An understanding of how learners develop, recognizing that patterns of learning and development vary individually within and across the personal, physical, social, and academic dimensions; and
- b. The ability to facilitate developmentally appropriate and challenging learning experiences based on the unique needs of each learner;

(2) Learning differences, as demonstrated by:

- a. An understanding of individual differences and diverse cultures and communities;
- b. Ensuring inclusive learning environments that allow each learner to reach his or her full potential; and
- c. The ability to employ universal design principles and assistive technology; and

(3) Learning environment, as demonstrated by:

- a. Working with learners to create and access learning environments that support self-directed individual and collaborative learning, based on each learner's interests and passions; and
- b. Use of learning environments not limited to the classroom, but extended into the larger community as well as virtual experiences;

(b) In the area of content:

(1) Content knowledge, as demonstrated by:

- a. An understanding of the central concepts, tools of inquiry, and structure of his or her discipline(s); and
- b. An ability to create learning experiences that make the discipline(s) accessible and meaningful for learners; and

(2) Innovative applications of content, as demonstrated by an understanding of how to connect concepts and use differing perspectives to engage learners in critical and creative thinking and collaborative problem-solving related to authentic local and global issues;

(c) In the area of learning facilitation practice:

(1) Use of assessment, as demonstrated by an understanding and ability to use multiple methods of assessment to:

- a. Engage learners in their own growth;
- b. Document learner progress;
- c. Provide learner feedback; and
- d. Inform the educator's ongoing planning and instructional practices;

(2) Planning for learning facilitation, as demonstrated by an ability, as an active member of a learning community, to draw upon knowledge of content area standards, cross-disciplinary skills, learners, the community, and pedagogy to plan learning experiences that support every learner in meeting rigorous learning goals; and

(3) Learning facilitation strategies, as demonstrated by:

- a. An understanding and use of a variety of strategies and tools to encourage learners to develop deep understanding of content areas and their connections to other disciplines; and
- b. An ability to build skills in accessing, applying, and communicating information; and

(d) In the area of professional responsibility:

(1) Reflection and continuous growth, as demonstrated by:

- a. Being a reflective practitioner and using evidence to continually evaluate his or her practice, particularly the effects of choices and actions on students, families, and other professionals in the learning community; and
- b. Ability to adapt practice to meet the needs of each learner; and

(2) Collaboration, as demonstrated by collaborating, as a member of the larger learning community, with learners, families, colleagues, other professionals, and community members to leverage resources that contribute to student growth and development, learning, and well-being.

Readopt with amendment Ed 505.01 and renumber as Ed 505.04, effective 9-16-11 (Document #9992), to read as follows:

Ed 505.04 ~~Alternative 1: Approved~~ ***Educator Preparation Program in New Hampshire.***

(a) Individuals shall qualify for a ~~credential~~ ***beginning educator license or added endorsement to an existing license*** pursuant to Ed 504 by completing a ***state*** board approved educator preparation program(s) at a college, university or teacher training institution in New Hampshire in accordance with Ed 600 ***and meeting the requirements of Ed 505.01.***

(b) Upon completion of a ***New Hampshire state*** board approved program in accordance with Ed 600, the applicant shall:

————— (1) ~~Obtain confirmation of completion of the program on the application for certification described in Ed 508.02 by the designated official of the college or university; and~~

be recommended for licensure by the program to the department and such recommendation shall remain valid for no more than 3 years from the date of the recommendation by the institution.

(2) ~~Complete and file the application for certification pursuant to the application procedures of Ed 508.~~

(c) ***Individuals completing a state approved educator preparation program(s) at a college, university, or teacher training institution in a state other than New Hampshire, whether that state is signatory to the NASDTEC interstate contract or not, shall qualify for a beginning educator license or added endorsement on an existing license by completing a state-approved educator preparation program leading to recommendation by the institution for an educator license in that state, meeting the requirements of Ed 505.01, meeting the and either:***

(1) Obtaining full licensure in that state in the endorsement area sought providing that such endorsement has not been expired for more than 3 years from the date of application; or

(2) Applying for a comparable New Hampshire state board license within three years of the date of recommendation from the institution.

(e) A current listing of approved programs in New Hampshire shall be kept on file by the bureau.

(d) ***Applicants seeking to obtain licensure under this paragraph shall apply to the department pursuant to Ed 505.07 through Ed 505.09.***

Readopt with amendment Ed 505.02 and renumber as Ed 505.05, effective 9-16-11 (Document #9992), to read as follows:

Ed 505.025 ~~Alternative 2: States Other Than NH.~~ ***Site-Based Licensing Plan (SBLP).*** ~~Alternative 2 shall have 2 distinct requirements known as Alternative 2A and 2B, as described below:~~

————— (a) ~~Alternative 2A relative to the National Association of State Directors of Teacher Education and Certification – NASDTEC Interstate Contract shall consist of the following:~~

————— (1) ~~Individuals shall qualify for a beginning or experienced educator credential respectively by:~~

————— a. ~~Completing a program in another state party to the NASDTEC Interstate Contract, which would qualify the applicant for certification as an educator in the other state,~~

~~including, but not limited to, an alternative certification program, consistent with the terms of the NASDTEC Interstate Contract with New Hampshire; or~~

~~b. Holding an equivalent, valid credential from a state party to the NASDTEC Interstate Contract and having 3 years of educational experience in the last 7 years under a credential from a participating state; and~~

~~(2) Applicants seeking to obtain certification under this paragraph shall apply to the bureau pursuant to Ed 508.~~

~~(b) Alternative 2B relative to a state not signatory to the NASDTEC Interstate Contract shall consist of individuals from a state not a party to the NASDTEC Interstate Contract who qualify for a beginning or experienced educator credential respectively by:~~

~~(1) Completing a program in another state not signatory to the NASDTEC Interstate Contract, which would qualify the applicant for certification as an educator in the other state, including, but not limited to, an alternative certification program, approved by the state department of education in a state not signatory to NASDTEC Interstate Contract;~~

~~(2) Holding an equivalent, valid credential from a state not signatory to NASDTEC Interstate Contract and having at least 3 years of experience as an educator in the last 7 years under a credential issued by that state.~~

(a) Before beginning an application for a site-based licensing plan, a qualified candidate shall be employed as an educator after obtaining a statement of eligibility, valid for 3 years from the date of issuance, from the department as follows:

(1) Meeting the entry requirements, including the degree requirement, for a statement of eligibility for a specific endorsement, determined by the department, and published on the department website;

(2) Meeting the requirements of Ed 505.01;

(3) Applying for a statement of eligibility following the application procedures outlined in Ed 505.07 through Ed 505.09; and

(4) Applicants shall be assigned in the role of the endorsement that allows them to learn and demonstrate the professional education standards enumerated in Ed 505.03, if applicable, and the endorsement specific standards enumerated in Ed 506, Ed 507, and Ed 508.

(b) A site-based licensing plan shall be a qualifying method for licensure limited to the following:

(1) Applicants for an endorsement determined by the department to be a critical staffing shortage, published on the department's website, who hold at least a bachelor's degree, or who hold an associate's degree for educational interpreter/transliterators for children and youth ages 3-21;

(2) Applicants for an endorsement in the career and technical specialties pursuant to Ed 507;

(3) Applicants for any endorsement for which there is no other available pathway to the license who hold at least a bachelor's degree, or who hold an associate's degree for educational interpreter/transliterators for children and youth ages 3-21;

(4) Applicants for a new endorsement for a period of five years from the effective date of the new rule and who hold at least a bachelor's degree;

(5) Applicants for a ~~business~~ administrator ~~or~~ endorsement who have successfully completed at least 4 college-level courses in the endorsement for which they seek a license;

~~(6) Applicants for a specialist endorsement who have successfully completed at least 2 college-level courses in the endorsement area for which they seek a license;~~

(6) Applicants for a teaching endorsement who have successfully completed at least ~~4~~¹⁰ college-level courses in the endorsement area for which they seek a license;

(7) Applicants for elementary K-6 education and early childhood education who have successfully completed at least 2 college-level content courses each in mathematics, English, social studies, and science

(8) Applicants for elementary K-8 education who have successfully completed at least 2 college-level content courses each in mathematics, English, social studies, and science and at least 3 additional college-level content courses for a concentration of coursework in one of those areas.

(c) Upon employment as an educator under a statement of eligibility, the applicant and the superintendent shall adhere to the application requirements outlined in Ed 505.09(f).

(d) Upon employment as an educator under a statement of eligibility, each candidate for this pathway to licensure shall be assigned a mentor, appointed by the superintendent or head of school, who holds a valid experienced educator license with appropriate endorsements in the same subject area in which the candidate is seeking to obtain a license. If a mentor who meets that criteria is not available through the candidate's employer, the superintendent or head of school shall contact the bureau for assistance in obtaining an appropriate mentor.

Readopt with amendment and renumber Ed 505.03 as Ed 505.06, effective 9-16-11 (Document #9992) and amended effective 9-10-15 (Documents #10927), to read as follows:

Ed 505.036 ~~Alternative 3: Demonstrated Competencies and Equivalent~~ **Demonstrated Competencies**. Applicants who qualify under any of the following demonstrated competency pathways shall meet the requirements of Ed 505.01 and Ed 505.03, as applicable, and apply for the pathway following the procedures outlined in Ed 505.07 through Ed 505.09.

~~(a) Alternative 3A relative to demonstrated competencies and equivalent experiences shall require:~~

~~(1) An applicant for a credential to have acquired competencies, skills and knowledge through means other than Ed 505.01 or Ed 505.02;~~

- ~~_____ (2) An applicant to hold a bachelor's degree prior to submitting documentation that the applicant meets the required competencies;~~
- ~~_____ (3) An applicant to have at least 3 months of full time continuous experience as an educator in the area of endorsement; and~~
- ~~_____ (4) Three parts, a written application, submission of documentation that the applicant meets the required competencies in the area of endorsement, and an oral interview process as described below:~~
 - ~~_____ a. Individuals seeking a credential through this section shall submit to the bureau:~~
 - ~~_____ 1. A completed application form required by Ed 508.03;~~
 - ~~_____ 2. Documentation that the applicant meets the required competencies, which may include, depending on the area of endorsement, documentation in the following forms:~~
 - ~~_____ (i) Written materials;~~
 - ~~_____ (ii) Videotapes;~~
 - ~~_____ (iii) Audiotapes; and~~
 - ~~_____ (iv) Art portfolio;~~
 - ~~_____ 3. Official college or university transcript(s); and~~
 - ~~_____ 4. A letter from the employer verifying that the applicant has completed at least 3 months full time experience in the area of endorsement for which a credential is sought;~~
 - ~~_____ b. Upon receipt of the materials listed in (4) requesting processing pursuant to Ed 505.03, the bureau shall evaluate the materials to determine if the applicant qualifies for this application method by:~~
 - ~~_____ 1. Reviewing the materials to determine if the application is complete; and~~
 - ~~_____ 2. Notifying the applicant if any additional information is needed to complete the application process;~~
 - ~~_____ c. If the bureau determines that an individual does not qualify under this method, the bureau shall:~~
 - ~~_____ 1. Notify the individual in writing within 15 days of its decision;~~
 - ~~_____ 2. Provide the reasons for the determination, which shall include a written explanation stating why the materials the applicant has submitted are not acceptable and how they can be corrected; and~~
 - ~~_____ 3. Recommend another appropriate application method if one is available;~~

~~d. Upon the determination by the bureau that the application is complete and qualifies under this method, the applicant shall attend a meeting with the review board;~~

~~e. At the meeting with the review board under d. above, the board shall review the applicant's application, including the written application, transcript(s), and documentation that the applicant meets the required competencies in the area of endorsement and ask the applicant questions based upon the materials submitted;~~

~~f. The review board shall make a written recommendation to the administrator, based upon:~~

~~1. Its evaluation of the applicant's written application;~~

~~2. Its evaluation of the quality of the applicant's documentation of meeting the required competencies in the area of endorsement, after considering:~~

~~(i) The materials submitted to provide the documentation; and~~

~~(ii) The applicant's oral responses to the board's questions regarding the documentation;~~

~~3. Whether the applicant's college or university transcript(s) demonstrates sufficient mastery of the subject matter for which the applicant seeks to be credentialed; and~~

~~4. Whether or not the bureau has received the letter verifying experience as required under Ed 505.03(a)(4)a.4.;~~

~~g. After reviewing the review board's written recommendation and the applicant's application and portfolio, the administrator shall:~~

~~1. Grant certification if the administrator determines that the applicant meets the education and experience requirements of Ed 504.031(d); or~~

~~2. Deny certification if the administrator determines that the applicant does not meet the education and experience requirements of Ed 504.031(d);~~

~~h. The administrator shall issue a decision in writing stating the reasons for the administrator's decision under g. above; and~~

~~i. An applicant may appeal a decision made by the administrator to deny an application for a credential under this part pursuant to Ed 200.~~

~~(b) The oral interview review board shall be appointed by the bureau as follows:~~

~~(1) The review board shall consist of a member of the department and 2 other members; and~~

~~(2) The 2 members who are not department employees shall:~~

~~a. Hold valid credentials as experienced educators in the area of endorsement; and~~

~~_____ b. Be employed in the subject area in which the applicant is seeking to obtain a credential.~~

~~_____ (c) The department shall pay a stipend for each member on the oral interview review board who is not a department employee. The stipend may be paid to the member or used by the school district where the member is employed to pay for a substitute teacher for the member while the member is serving on the review board.~~

~~_____ (d) Alternative 3B relative to demonstrated competencies and equivalent experiences, national or regional examination, shall consist of the following:~~

~~_____ (1) Individuals shall be eligible for a New Hampshire credential who possess:~~

~~_____ a. A national level or regional certification which has been validated in the individual's endorsement area achieved by passing a national or regional examination designed to assess the individual's skills in the area in which the individual seeks certification; or~~

~~_____ b. Proof of completion of a specialized program, such as, but not limited to, a bachelor's degree in social work, culminating in a bachelor's degree from a college or university accredited by a recognized national, regional, or state accrediting agency; and~~

~~_____ (2) Applicants under this paragraph shall apply for a credential by submitting official documentation as identified in (1) along with an application for certification pursuant to Ed 508.03 to the bureau with the appropriate filing fees and accompanying documentation as required by Ed 508.~~

~~_____ (e) Alternative 3C, relative to demonstrated competencies and equivalent experiences, shall consist of the following for superintendent, principal, special education administrator, curriculum administrator, business administrator, or career and technical education director:~~

~~_____ (1) An applicant for certification as a superintendent under this paragraph shall qualify if the bureau determines, using transcript analysis, that he or she meets the requirements specified in Ed 506.01(a)(3);~~

~~_____ (2) An applicant for certification as a principal under this paragraph shall qualify if the bureau determines, using transcript analysis, that he or she meets the requirements specified in Ed 506.04(a)(2)b.2;~~

~~_____ (3) An applicant for certification as a special education administrator under this paragraph shall qualify if the bureau determines, using transcript analysis, that he or she meets the requirements specified in Ed 506.07(d);~~

~~_____ (4) An applicant for certification as a curriculum administrator under this paragraph shall qualify if the bureau determines, using transcript analysis, that he or she meets the requirements specified in Ed 506.05 (b)(2)b.2;~~

~~_____ (5) An applicant for certification as a Business Administrator under this paragraph shall qualify if the bureau determines, using transcript analysis, that he or she meets the requirements specified in Ed 506.03(a)(2)a; and~~

~~(6) An applicant for certification as a career and technical education director under this paragraph shall qualify if the bureau determines, using transcript analysis, that he or she meets the requirements specified in Ed 507.01(a)(2)b.2.~~

(a) Applicants for demonstrated competencies through portfolio and oral board reviews shall qualify for a beginning educator license or added endorsement on an existing license as follows:

- (1) Holding the minimum degree required for the endorsement area;*
- (2) Having at least 4 months of continuous full-time or full-time equivalent experience as an educator in the endorsement area;*
- (3) Documentation of meeting any additional endorsement-specific requirements;*

(b) Applicants for demonstrated competencies through national or regional licensure shall qualify for a beginning educator license or added endorsement on an existing license by holding the minimum degree requirements for the endorsement sought, meeting any additional endorsement specific requirements and meeting one of the following requirements:

- (1) Current national board certification in the area of endorsement from the National Board for Professional Teaching Standards;*
- (2) A current national license in school psychology (NCSP) by the national association of school psychologists for an endorsement in school psychology; or*
- (3) A current US department of defense educator license;*

(c) Applicants for an administrator endorsement, as defined in Ed 501.02(a), through demonstrated competencies shall qualify for a beginning educator license or added endorsement on an existing license by holding the minimum degree requirements for the endorsement sought, meeting any additional endorsement specific requirements, and meeting endorsement-specific knowledge and skills competencies as determined by transcript analysis; or

(d) Applicants for demonstrated competencies based on experience under an out-of-state endorsement on a full license shall qualify for a beginning educator license or added endorsement on an existing license by:

- (1) Having held a comparable license from a state other than New Hampshire within the last 7 years, verified by the department; and*
- (2) Having 3 years of educator experience in the last 7 years working in the endorsement area being sought while licensed in that endorsement area, verified by the department.*

Repeal Ed 505.04 and Ed 505.05, effective 9-16-11 (Document #9992) as follows:

~~Ed 505.04 Alternative 4: Individualized Professional Development Plan (Restricted).~~

~~(a) Alternative 4 shall be a qualifying method for certification limited to the following:~~

- ~~_____ (1) Applicants recommended for employment under a critical staffing shortage who hold at least a bachelor's degree;~~
- ~~_____ (2) Applicants recommended for employment in the career and technical specialties pursuant to Ed 507;~~
- ~~_____ (3) Applicants recommended for employment as business administrators who have not completed the requirements of Ed 506.03; and~~
- ~~_____ (4) Applicants recommended for employment as a driver education teacher in an approved secondary school program.~~
- ~~_____ (b) An applicant may be employed as an educator after obtaining a statement of eligibility from the bureau while completing an individualized professional development plan.~~
- ~~_____ (c) An educator shall be considered for a credential under (a)(1) above only if the bureau has received notification from the superintendent that the applicant has been employed as an educator.~~
- ~~_____ (d) The process for establishing an individualized professional development plan shall be as follows:~~
 - ~~_____ (1) The individualized professional development plan shall be based on an assessment of the strengths and weaknesses of the applicant;~~
 - ~~_____ (2) Each plan shall include:~~
 - ~~_____ a. A description of the competencies outlined in Ed 505.06 for general education requirements, in Ed 505.07 for professional education requirements, as appropriate, and in the area in which the applicant seeks certification;~~
 - ~~_____ b. The means by which these competencies shall be attained, demonstrated and evaluated; and~~
 - ~~_____ c. An evaluation of resources to be utilized such as, but not limited to, additional coursework, on the job training, and professional development;~~
 - ~~_____ (3) The plan shall be developed collaboratively and agreed to by:~~
 - ~~_____ a. The applicant;~~
 - ~~_____ b. A mentor certified in the same subject area that the applicant will be teaching who shall:~~
 - ~~_____ 1. Be appointed by the superintendent; and~~
 - ~~_____ 2. Hold a valid experienced educator credential with the appropriate endorsements in the same subject area in which the applicant is seeking to obtain a credential; and~~
 - ~~_____ c. The superintendent;~~

~~_____ (4) The superintendent shall submit the plan and identify the mentor appointed in accordance with Ed 501.02(m) to the bureau for approval; and~~

~~_____ (5) The bureau shall review the plan to ensure all of the following are included:~~

~~_____ a. Subject matter content;~~

~~_____ b. General education requirements as specified in Ed 505.06, if appropriate;~~

~~_____ c. Professional education requirements as specified in Ed 505.07, if appropriate;~~

~~_____ d. Performance objectives of educators;~~

~~_____ e. Evaluation of resources to be utilized such as, but not limited to, additional coursework, on the job training, and professional development; and~~

~~_____ f. Documentation of how the applicant will overcome weaknesses identified in the assessment process in the applicant's area of endorsement.~~

~~_____ (e) If an assessment of the applicant's background determines that some or all of the education requirements under (d)(5)a. through e. have been completed prior to application, the applicant shall not be required to repeat any requirement already completed.~~

~~_____ (f) Within 30 days of the bureau's determination under (d)(5) that the plan submission is complete, the bureau shall send written notification to the superintendent and the applicant of the bureau's approval of the plan, if the bureau determines that:~~

~~_____ (1) The subject matter content of the plan is complete;~~

~~_____ (2) Completion of the plan will assure that the applicant will meet the general education requirements as specified in Ed 505.06, if appropriate;~~

~~_____ (3) The plan contains professional education requirements as specified in Ed 505.07, if appropriate;~~

~~_____ (4) The performance objectives specified in the plan are directly related to and substantiate the competency;~~

~~_____ (5) The resources to be utilized in the plan are relevant to and support the activity proposed; and~~

~~_____ (6) The documentation of how the applicant will overcome weaknesses identified in the assessment process in the applicant's area of endorsement proves that the activity proposed in the plan has been completed as defined in the accepted plan.~~

~~_____ (g) The bureau shall send written notification to the superintendent and the applicant that the bureau does not approve the plan, within 30 days of the bureau's determination under (d)(5) that the plan submission is complete, if the bureau determines that a plan does not meet the criteria listed in (f)(1) through (6) above.~~

~~— (h) An individualized professional development plan shall be canceled if the applicant fails to attain the skills and knowledge agreed to by the applicant within the time frame specified by the plan.~~

~~— (i) The superintendent shall notify the bureau in writing of the applicant's failure to meet the goals which the applicant agreed to as specified in the plan.~~

~~— (j) Annual progress reports shall be due at the end of each school year, and a final report shall be due at the end of the school year during which an individualized professional development plan is completed.~~

~~— (k) The reports required by (j) above shall be filed by the superintendent, in consultation with the mentor, attesting to the applicant's:~~

~~— (1) Acquisition and demonstration of skills;~~

~~— (2) Competencies; and~~

~~— (3) Knowledge of the plan.~~

~~— (l) The bureau shall grant an intern license for up to 3 years upon initial approval of the plan, to coincide with the time period in the plan.~~

~~— (m) The applicant shall qualify for a beginning educator or experienced educator credential upon successful completion of the plan during the period of the intern license.~~

~~— (n) Once a plan is filed with the bureau, the educator may obtain employment in a similar position in another school district provided that:~~

~~— (1) The bureau is notified in writing of the change in place of employment; and~~

~~— (2) The revised plan is:~~

~~— a. Approved by the mentor in the district to which the educator is moving;~~

~~— b. Signed by the superintendent in the district to which the educator is moving; and~~

~~— c. Resubmitted to the bureau for approval.~~

~~Ed 505.05 Alternative 5: Site Based Certification Plan.~~

~~— (a) The site based certification plan shall be available in elementary and secondary teaching areas, excluding career and technical specialty certification under Ed 507.03 and special education, for those individuals who qualify under the following specific conditions:~~

~~— (1) The applicant shall possess a bachelor's degree from an institution approved by the New Hampshire postsecondary education commission or equivalent regional accrediting agency such as but not limited to the Northeast Regional Association of Schools and Colleges;~~

~~— (2) The applicant shall meet one of the following criteria:~~

- ~~_____ a. For secondary education, the applicant shall possess at least 30 credit hours in the subject to be taught and an overall grade point average of at least 2.5, or equivalent; or~~
- ~~_____ b. For elementary education, applicants shall have successfully completed courses in mathematics, English, social studies, and science with an overall grade point average of at least 2.5, or equivalent; or~~
- ~~_____ c. For computer science education, applicants shall:~~
 - ~~_____ 1. Possess at least 30 credit hours in the subject to be taught and an overall grade point average of at least 2.5; or~~
 - ~~_____ 2. Have a current computer science major assignment, as determined by the bureau of credentialing, during or after the 2014/2015 school year and prior to June 30, 2019, and have applied for a computer science education credential during that time period;~~
- ~~_____ (3) An individual who fails to meet the grade point average requirement shall still qualify for the site based certification plan provided that:~~
 - ~~_____ a. All other requirements are met;~~
 - ~~_____ b. Collegiate graduation occurred more than 5 years prior to application for the site-based plan; and~~
 - ~~_____ c. Occupational experience totaling 5 years directly related to the area to be taught is documented; and~~
- ~~_____ (4) Documentation of experience under (a)(3)c. above shall include, but not be limited to:~~
 - ~~_____ a. Letters from previous employers;~~
 - ~~_____ b. Employment contracts; or~~
 - ~~_____ c. Letters of commendation and recommendations from parties knowledgeable about the applicant's background and experience.~~
- ~~_____ (b) The bureau shall issue a statement of eligibility to an applicant who meets the requirements of (a)(1) (4) above.~~
- ~~_____ (c) An applicant may be employed as an educator after obtaining an Alternative 5 statement of eligibility from the bureau while completing a site-based certification plan.~~
- ~~_____ (d) The process for establishing a site based certification plan shall be as follows:~~
 - ~~_____ (1) The site based certification plan shall be based on an assessment of the strengths and weaknesses of the applicant;~~
 - ~~_____ (2) Each plan shall include:~~

~~_____ a. A description of the competencies outlined in Ed 505.07 for professional education requirements, as appropriate, and in the area in which the applicant seeks certification;~~

~~_____ b. The means by which these competencies shall be attained, demonstrated and evaluated; and~~

~~_____ c. An evaluation of resources to be utilized such as, but not limited to, additional coursework, on the job training, and professional development; and~~

~~_____ (3) The plan shall be developed collaboratively and agreed to by:~~

~~_____ a. The applicant;~~

~~_____ b. A mentor certified in the same subject area that the applicant will be teaching who shall:~~

~~_____ 1. Be appointed by the superintendent; and~~

~~_____ 2. Hold a valid experienced educator credential with the appropriate endorsements in the same subject area in which the applicant is seeking to obtain a credential; and~~

~~_____ c. The superintendent.~~

~~_____ (e) The applicant's site based certification plan shall:~~

~~_____ (1) Require that the applicant meet the professional education competencies outlined in Ed 505.07, if the applicant is not currently certified in New Hampshire;~~

~~_____ (2) Require that the applicant meet the competencies required in the area in which the applicant is teaching; and~~

~~_____ (3) Contain a description of how the applicant plans to meet these competencies.~~

~~_____ (f) If an assessment of the applicant's background determines that some or all of this study has been completed prior to employment the applicant shall not be required to repeat any requirement already completed.~~

~~_____ (g) The superintendent shall file with the bureau:~~

~~_____ (1) A copy of the completed site based certification plan; and~~

~~_____ (2) A description of the applicant's teaching assignment.~~

~~_____ (h) When the district submits the site based certification plan, the bureau shall issue an intern license to the applicant, after the applicant has paid the required fee under Ed 508.06(c). An intern license shall be issued for up to 2 years to coincide with the time period in the plan.~~

~~_____ (i) The site based certification plan shall be completed during the period of the intern license.~~

~~— (j) The site-based certification plan shall be developed and filed with the bureau by the end of the school year. The plan may be modified by those responsible for the work of the applicant, but any modifications shall be filed with the bureau.~~

~~— (k) Upon completion of the site-based certification plan, the superintendent shall submit a statement to the bureau verifying that all portions of the plan have been implemented by the district and satisfactorily completed by the applicant. This statement shall include a recommendation for certification.~~

~~— (l) A positive recommendation shall not obligate a school district to continue the employment of an applicant.~~

~~— (m) Failure by a candidate to complete the site-based certification plan shall result in a negative certification recommendation by the superintendent.~~

~~— (n) Upon successful completion of the site-based certification plan and the superintendent's positive recommendation, the bureau, according to the requirements of RSA 21-N:7, I, shall issue the credential with the endorsement sought by the applicant.~~

~~— (o) Once a plan is filed with the bureau, the educator may obtain employment in a similar position in another school district provided that:~~

~~— (1) The bureau is notified in writing of the change in place of employment; and~~

~~— (2) The revised plan is:~~

~~— a. Approved by the mentor in the district to which the educator is moving;~~

~~— b. Signed by the superintendent in the district to which the educator is moving; and~~

~~— c. Resubmitted to the bureau for approval.~~

Adopt Ed 505.07 through Ed 505.09 as follows:

Ed 505.07 General Application Instructions.

(a) Persons interested in holding a New Hampshire educator credential shall complete and file an application with the bureau either online or by mail as follows:

(1) On the department website; or

(2) Bureau of Credentialing
Department of Education
101 Pleasant Street
Concord, NH 03301; or

(b) Applicants for any credential shall complete and file the appropriate form as follows:

(1) “Statement of Eligibility” form, August 2019 as outlined in Ed 505.05(a);

- (2) “Application for Licensure – Educator Preparation Program Completer” form, August 2019, for all applicants seeking initial licensure or additional endorsements as outlined in Ed 505.04;
 - (3) “Recommended for Renewal Application” form, August 2019, for all New Hampshire licensed educators seeking to renew after recommendation pursuant to Ed 509.01;
 - (4) “DOE Renewal Application” form, August 2019, for all New Hampshire licensed educators seeking to renew directly to the bureau pursuant to Ed 509.02;
 - (5) “Application for Emergency Authorization” form, August 2019, for any unlicensed educator employed by a school district pursuant to Ed 504.04;
 - (6) “Paraeducator License Application” form, August 2019, for any applicant seeking a paraeducator license as pursuant to Ed 504.06 and Ed 504.07; and
 - (7) “School Nurse License Application” form, August 2019, for any applicant seeking a school nurse I, II, or III license pursuant to Ed 505.08 through Ed 505.10;
 - (8) “Name Change Request” form, August 2019, for any credential holder seeking a credential issued with an official name change;
 - (9) “Educational Interpreter/Transliterator for Children and Youth ages 3-21” form, August 2019, as outlined in Ed XXX.
 - (10) “Credential Verification Request” form, August 2019, for any credential holder seeking a verification letter pursuant to Ed 501.02(h);
 - (11) “Application for Licensure - Demonstrated Competencies” form, August 2019, for any applicant seeking licensure pursuant to Ed 505.06(b), Ed 505.06(c), and Ed 505.06(d);
 - (12) “Application for Licensure – Portfolio and Oral Board Review” form, August 2019, for all applicants seeking initial licensure pursuant to Ed 505.06(a);
 - (13) “Intern Authorization Application – Site-Based Licensing Plan” form, August 2019, as outlined in Ed 505.05;
 - (14) “Site-Based Licensing Plan Completer” form, August 2019, as outlined in Ed 505.05(f)(17);
- (c) If an applicant provides a social security number on any application form, the social security number shall be used by the bureau for the purposes of generating data on teacher salaries or such other purposes as authorized by law including but not limited to RSA 161-B:11, VI-a.
- (d) If an applicant chooses to have the department supply an alternative number, the department shall use the teacher number generated by the electronic educator information system and it shall be used as specified in (c) above.
- (e) For Ed 505.07(13), if an assessment of an applicant’s background determines that some or all of the education requirements have been completed prior to application, the applicant shall not be required to repeat any requirement already completed.

(f) Filing of the completed application, supporting documentation, and application fee shall be the responsibility of the applicant.

Ed 505.08 Fees.

(a) An application shall not be complete until all the application materials including the proper fee have been filed with the bureau.

(b) Payments shall be made either electronically at the time of application on the department website or by money order or cashier's check, or school employer check on behalf of applicants, made payable to "Treasurer, State of New Hampshire," to the bureau as outlined in Ed 505.07(a).

(c) The required fees shall be in accordance with RSA 186:11,X(b), and the fee schedule set forth in Table 508-1 below, with the following fees reflecting the actual cost of the service listed:

Table 508-1

FEE SCHEDULE <i>*All fees are non-refundable and include processing fee.</i>	
Approved Educator Preparation Program BEL/EEL (per endorsement)	\$120.00
Site Based Licensing Plan	
Statement of Eligibility (per endorsement)	\$50.00
Intern Authorization (per endorsement)	\$120.00
Upgrade to BEL/EEL (per endorsement)	\$120.00
Demonstrated Competencies Portfolio/Oral Board	
Materials (per endorsement)	\$50.00
Portfolio Review/Oral Board (per endorsement)	\$500.00
BEL/EEL (per endorsement)	\$120.00
Demonstrated Competencies National/Regional exam/licensure BEL/EEL (per endorsement)	\$120.00
Demonstrated Competencies Transcript Analysis BEL/EEL (per Administrative endorsement)	\$500.00
Demonstrated Competencies Experience under Out of State License BEL/EEL (per endorsement)	\$120.00
BEL/EEL/Master Teacher License Renewal (3 year cycle)	\$120.00
Master Teacher – National Level (per endorsement)	\$120.00
Master Teacher – NH Level (per endorsement)	\$800.00
Late Renewal Filing Fee (BEL/EEL/Master Teacher only)	\$50.00
Paraeducator I	\$10.00
Paraeducator II	\$10.00
Paraeducator I and II Renewal (3 year cycle)	\$10.00
School Nurse I - 3 years with one time renewal	\$75.00
School Nurse II	\$0.00
School Nurse III	\$75.00
School Nurse I, II, III Renewal (3 year cycle)	\$75.00
Educational Interpreter/Transliterator	\$25.00
Educational Interpreter/Transliterator Renewal (3 year cycle)	\$25.00
Name Change	\$50.00
Credential Verification Letter	\$25.00
Emergency Authorization (per endorsement)	\$120.00

Returned check fee (RSA 6:11-a)	\$15.00 (State Treasurer's fee) \$25.00 (Bureau of Credentialing fee)
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Ed 505.09 Applicant, Employer and Mentor Responsibilities for Timely Review and Processing by the Department.

(a) Within 30 days of receipt of any application outlined in 505.07(b), the department shall notify the applicant in writing that the application has been received and either:

- (1) The application is complete and pending evaluation; or
- (2) The application is incomplete and enumerate the items that the applicant must address in order for the application to be complete.

(b) An applicant shall respond to a notification of an incomplete application by submission of the requirements enumerated in accordance with (a)(2) above within 30 days of receipt of the notification and the department shall respond within 10 business days in accordance with (a)(1) or (2) above.

(c) If, within 30 days of initial notification of an incomplete application pursuant to (a)(2) above, the department does not receive the enumerated items pursuant to (a)(2) above, the application will be closed and the applicant shall be required to begin a new application, to include all fees in accordance with the fee schedule outlined in Ed 505.08.

(d) For applications outlined in Ed 505.07(b)(1)-(11), within 60 days of the department's notification of a complete application in accordance with (a) and (b) above, the department shall send notification of:

- (1) Approval in the form of the digital credential for which the applicant applied;
- (2) Denial in writing that outlines the specific reasons for denial, including, but not limited to:
 - a. A department confirmed violation of the code of conduct outlined in Ed 510.01 through Ed 510.04; and
 - b. A determination that the applicant does not meet the requirements for the specified credential; or

(3) Conditional approval that outlines the specific areas that the applicant needs to address in order for the bureau to continue a full review of the application, to include an applicant timeline for completing the application requirements, not to exceed 120 days, after which, if the conditional approval does not result in an approval pursuant to (d)(1) above, or the applicant does not complete the application requirements within the timeframe allotted, the application will be closed and the applicant shall be required to begin a new application, to include all fees in accordance with the fee schedule outlined in Ed 505.08.

(e) For applications pursuant to Ed 505.07(b)(12), portfolio and oral board reviews, after notification by the department that the application is complete pursuant to Ed 505.09 (a) or (b) the following procedures shall apply:

(1) Within 30 days of receipt of a completed application, if the department determines that an individual:

a. Qualifies under this method, the department shall notify the applicant in writing by providing the applicant with portfolio submission instructions and requirements for oral board scheduling **which shall include, but not be limited to:**

1. Written materials;

2. Videotapes;

3. Audiotapes; and

4. Art portfolio; ; or

b. Does not qualify under this method, the department shall notify the individual in writing within 30 days of receipt of the completed application materials and:

1. Provide the reasons for the determination, including, but not limited to, the qualifying criteria outlined in Ed 505.06(a)(1) and (2), which shall include a written explanation stating why the materials the applicant has submitted are not acceptable; and

2. Recommend another appropriate application method if one is available;

(2) Within 30 days of receipt of a portfolio submission and appropriate fee in accordance with the fee schedule outlined in Ed 505.08, the department shall notify the applicant in writing that either:

a. The portfolio is complete and pending oral board scheduling; or

b. The portfolio is incomplete and enumerate the items that the portfolio must address in order for the portfolio to be complete;

(3) An applicant shall adhere to Ed 505.09(b) and (c) for completing a portfolio submission in accordance with Ed 505.09(e)(2)b. above;

(4) Upon determination by the department that the portfolio is complete, the department shall appoint a review board consisting of one member of the department and 3 members who hold a current experienced educator license in the area of endorsement in which the applicant is seeking to obtain a license;

(5) In an effort to complete a timely oral board review, if the department is unable to establish a review board, as outlined in (4) above, within 60 days of such determination the department shall be authorized to establish a review board consisting of department staff or licensed educators as described in (2) above.

(6) The review board shall review the applicant's application, including documentation that the applicant meets the required competencies in the area of endorsement and, at the oral board review, ask the applicant questions based upon the materials submitted;

(7) The review board shall make a written recommendation to the department, based upon its evaluation of the quality of the applicant's documentation of meeting the required competencies in the area of endorsement, after considering:

- a. The materials submitted to provide the documentation; and
- b. The applicant's oral responses to the board's questions regarding the documentation;

(8) Within 30 days of the conclusion and recommendation of the oral board interview the department shall issue a decision in writing stating the reasons for the decision under (7) above along with, if applicable, a beginning educator license or additional endorsement; and

(9) An applicant may appeal a decision made by the department to deny an application for a credential under this part pursuant to Ed 200.

(f) For applications pursuant to Ed 505.07(b)(13) the process for establishing a site-based licensing plan for an intern authorization credential resulting in full beginning educator licensure or additional endorsement shall be as follows:

(1) The candidate and assigned mentor pursuant to Ed 505.05(d) shall download and complete the site-based licensing plan materials on the department website;

(2) The site-based licensing plan shall be developed collaboratively and agreed to by the candidate, the mentor, and the superintendent or head of school;

(3) Within 60 days of the candidate's first day of employment in the role of the endorsement of the plan, the superintendent or head of school shall upload the completed, approved, and signed site-based licensing plan into the department's educator information system;

(4) Within 5 business days of the upload specified in (3) above, the candidate shall complete and file a "Intern Authorization Application – Site-Based Licensing Plan" form, August 2019, along with the appropriate fee pursuant to Ed 505.08;

(5) The department shall review the plan to ensure all of the following are included:

a. An assessment of the competencies of the applicant as enumerated in Ed 505.03, if applicable, and the endorsement area enumerated in Ed 506, Ed 507, or Ed 508 as applicable based on the endorsement sought;

b. A plan that includes the competency to be acquired, ~~the activity to be undertaken~~, the projected completion date, and the evidence to be provided upon completion which are directly related to, and substantiate meeting, the competency within the period of the plan;

c. Activities that will be undertaken to acquire the competencies in b. above, which shall include, but not be limited to:

(i) Additional coursework;

(ii) On the job training; and

(iii) Professional development; and

c. A signature page which certifies that the plan was developed collaboratively and agreed to by the applicant, the mentor, and the superintendent or head of school;

(6) The department shall, within 30 days of receipt of an “Intern Authorization Application – Site-Based Licensing Plan” form, August 2019, notify the applicant that either:

a. The plan is complete and pending evaluation; or

b. The plan is incomplete and enumerate the items that the applicant must address in order for the application to be complete;

(7) An applicant shall respond to a notification of an incomplete application by submission of the requirements enumerated in accordance with (6)b. above within 30 days of receipt of the notification and the department shall respond within 10 business days in accordance with (6)a. or b. above;

(8) If, within 30 days of receipt of notification of an incomplete application pursuant to (6)b. above, the department does not receive the enumerated items pursuant to (6)b. above, the application will be closed and the applicant must start over with a new application, to include all fees in accordance with the fee schedule outlined in Ed 508.06;

(9) Within 60 days of the department’s notification under (f)(6)a., or an applicant’s response and department’s notification under (f)(7), that the plan submission is complete, the department shall send written notification to the superintendent and the applicant of either:

a. Approval in the form of an intern authorization in the endorsement area for which the applicant applied, if the department determines that:

1. The assessment of the competencies of the applicant meet the requirements as enumerated in Ed 505.03, and the endorsement area enumerated in Ed 506, Ed 507, or Ed 508 as applicable based on the endorsement sought;

2. The plan, including the competency to be acquired, the activity to be undertaken, the projected completion date, and the evidence to be provided upon completion, are directly related to and will substantiate meeting the competency within the period of the plan; and

3. The plan was developed collaboratively and agreed to by the applicant, the mentor, and the superintendent or head of school; or

b. A determination that the plan does not meet the requirements and requests a plan revision pursuant to the timeline outlined in Ed 505.09(f)(9)a. 1. through 3. above;

(10) An applicant shall respond to a notification of a plan revision in accordance with Ed 505.09(f)(7) and (8) above;

(11) Upon approval of the plan, the department shall grant an intern authorization valid for up to 3 years from the first date of employment in the endorsement area sought, to coincide with the time period in the plan, limited to no more than twice per endorsement;

(12) A site-based licensing plan shall be canceled, and the intern authorization shall automatically expire, if the applicant fails to attain the skills and knowledge agreed to by the applicant within the time frame specified by the plan;

(13) The department, at the request of the superintendent or head of school, may grant an extension to the intern authorization period of not more than one year to accommodate an issue outside of the applicant's control which prevents timely completion of the plan. Such issues shall include, but not be limited to:

- a. Illness of the applicant or immediate member of the applicant's family; and
- b. Availability of a required course within the timeframe of the plan where no comparable course is available;

(14) The superintendent or head of school, in consultation with the mentor, shall file a report at the end of each school year attesting to the applicant's progress toward meeting the requirements of the plan;

(15) Once a completed plan is filed with the department, the applicant may:

a. Obtain employment in a similar position with another school employer provided that the duration for plan completion does not change and:

1. The department is notified in writing of the change in place of employment; and

2. The plan is revised as follows:

i. Approved by the mentor assigned in the new school of employment;

ii. Approved by the superintendent or head of school in the new school of employment; and

iii. Resubmitted to the department for approval pursuant to the timeline outlined in Ed 505.09(f)(6)-(10);

b. Have an intern authorization deactivated upon loss of employment until such time as the educator gains employment with another employer as described in (15)a. above. The total duration of time employed under an active plan shall not exceed 3 years, limited to no more than twice per endorsement;

(16) The superintendent or head of school shall complete and upload to the educator information system (EIS) a final report upon the intern's completion of the approved site-based licensing plan which shall be signed by the intern, the superintendent or head of school and the mentor;

(17) Within 5 business days of the upload specified in (16) above, the intern shall complete and file a “Site-Based Licensing Plan Completer” form, August 2019 along with the appropriate fee pursuant to Ed 505.08;

(18) The department shall review the final report to ensure all of the following are included:

- a. A copy of the plan, including the competency to be acquired, the activity to be undertaken, the projected completion date, and the evidence to be provided upon completion;
- b. The evidence of plan completion;
- c. A signature page which certifies that the completed plan was reviewed and approved by the applicant, the mentor, and the superintendent or head of school;

(19) The department shall, within 30 days of receipt of an “Site-Based Licensing Plan Upgrade to Full Licensure” form, August 2019, notify the applicant that either:

- a. The application is complete and pending evaluation; or
- b. The application is incomplete and enumerate the items that the applicant must address in order for the application to be complete;

(20) An applicant shall respond to a notification of an incomplete application by submission of the requirements enumerated in accordance with (19)b. above within 30 days of receipt of the notification and the department shall respond within 10 business days in accordance with (19)a. or b. above;

(21) If, within 30 days of receipt of the department’s initial notification of an incomplete application pursuant to (19)b. above, the department does not receive the enumerated items pursuant to (19)b. above, the intern authorization shall expire in accordance with Ed 509.09(f)(12);

(22) Within 60 days of the department’s notification under (f)(19)a., or an applicant’s response and department’s notification under (f)(20), that the application is complete, the department shall send written notification to the superintendent and the applicant of either:

- a. Approval in the form of an intern authorization in the endorsement area for which the applicant applied if the department determines that the final report documents confirm that the intern has met all the competencies and requirements for full licensure; or
- b. A determination that the application if the department determines that the final report does not reflect the documentation required by the approved plan to indicate that the candidate has met all of the competencies and requirements for full licensure and outlines the documentation required to support completion of the plan;

(23) Upon receipt of notification that the department does not approve the application in accordance with (22)b. above, the superintendent or head of school shall, within 10 business days, upload the required documentation to support completion of the plan or the intern authorization shall expire in accordance with Ed 509.09(f)(12);

(25) Applicants shall receive a beginning educator license or added endorsement on an existing license after approval by the department pursuant to (22)a. above.

DRAFT

Adopt Ed 506.09 to read as follows:

Ed 506.09 Career and Technical Education Director.

(a) An individual shall have the following entry level requirements to be certified as a career and technical education director:

(1) Have completed at least 3 years of successful paid and progressively responsible experience as a career and technical educator, with experience within the 5 years prior to the application as an administrator, supervisor, or teacher; and

(2) One of the following:

a. Completed a master's program in educational leadership or a related area; or

b. Completed a master's program in education, and demonstrated:

1. The competencies, skills, and knowledge as listed in (c) below; or

2. Experience in comparable leadership positions in career and technical education or other professions as specified in Ed 505.03.

(b) Candidates shall file the following materials and documents with the bureau of credentialing:

(1) Completed application forms containing the information required in Ed 508.04;

(2) Previous work record;

(3) Education record; and

(4) A minimum of 3 confidential references from persons who can attest to the candidate's proficiencies in the required leadership area.

(c) Qualifications for career and technical education director shall include the following skills, competencies, and knowledge in the following areas:

(1) The principles and techniques of effective human resource management, including the following relating to career and technical education personnel:

a. Recruitment and selection;

b. Assignment and deployment of personnel;

c. Supervision;

d. Instructional leadership and support; and

e. Evaluation;

(2) Fiscal management in the development and administration of a budget;

- (3) Preparation and management of local, state and federal fund budgets;
- (4) Preparation of state and federal applications and proposals;
- (5) Maintenance of records and inventory of all buildings, equipment and supplies;
- (6) Preparation and submittal of all state and federal reports as required by law;
- (7) Solicitation of input from students, parents, school administrators at the secondary and postsecondary level, teachers at the secondary and postsecondary level, and the business community in the region served by a career and technical education center and consideration of that input in the development of:
 - a. Data collection;
 - b. School calendars;
 - c. Scheduling;
 - d. Transportation; and
 - e. Budgets;
- (8) Leadership of career and technical education competency-based programs at a center designated as a regional center under RSA 188-E, including:
 - a. Regional agreements;
 - b. Program promotion and marketing;
 - c. Student recruitment and retainment;
 - d. Admissions policies;
 - e. Regional and program advisory committees; and
 - f. Career and technical student organizations;
- (9) The principles and techniques of leadership for learners including:
 - a. Theories of human development, adult learning, and motivation and the ability to apply this knowledge to conduct effective professional development for beginning and experienced educators;
 - b. Theories, principles, and best practices of staff supervision and evaluation and their link to effective implementation of competency-based instruction and assessment;
 - c. A variety of theories, principles, and best practices for needs-based professional development programs that support the goals of the school district's improvement plan;
 - d. The value of assessing, using, and conducting research to improve student learning;

e. The development of comprehensive systems of education that foster success for all students, including students with disabilities as well as gifted and talented students;

f. Planning and facilitating the implementation of a developmentally appropriate competency-based comprehensive curriculum, instruction, and assessment program that includes the effective use of data to improve student learning;

g. The reporting and use of assessment results to:

1. Inform the school community;
2. Develop school action plans, and;
3. Modify school programs; and

h. The integrated use of technology, telecommunications and information systems to support curriculum, instruction, and assessment;

(10) In-depth understanding of the relevancy between career and technical program offerings and the needs of business and industry on a regional and state-wide basis that includes:

- a. An understanding of the up-to-date employment needs of business and industry with an ability to direct program outcomes to align with these needs;
- b. An understanding of utilizing labor market data to direct program outcomes and consistent communication with business and industry to ensure relevance; and
- c. Rigor in all career and technical education programs;

(11) Solicitation of input from students, parents, school administrators at the secondary and postsecondary level, teachers at the secondary and postsecondary level, and the business community in the region served by a career and technical education center and consideration of that input in the development and implementation of:

- a. Competency-based curriculum;
- b. State performance indicators relating to data-driven curriculum and student assessment;
- c. Formulation of short- and long-range improvement plans;
- d. Use of technology in support of all school operations; and
- e. Providing customized training programs for teachers in the areas of businesses, industry, labor and government as they relate to economic trends and programming at the center;

(12) Relationship of career and technical education to all other curricular areas, integrating these areas consistent with RSA 193-C:3, III and all aspects of industry into the career and technical program curriculum;

(13) Management of career and technical programs which includes purchasing of equipment and supplies and supervising and maintaining laboratory facilities;

(14) Implementation of the federal, state, and local laws and policies relating to legal requirements for schools, contract management and safe environments and incorporating appropriate safety standards in all learning areas; and

(15) Participation in professional organizations relating to career and technical education and career and technical administration.

Adopt Ed 506.10 to read as follows:

Ed 506.10 School Counseling Director.

(a) An individual shall have the following entry level education and employment experiences to be certified as a school counseling director:

(1) Completion of a state board of education approved school counseling program at the master's degree level or higher;

(2) Current possession of New Hampshire certification as a school counselor; and

(3) At least 3 years of successful paid and progressively responsible experience in the field of school counseling, with recent leadership experience that encompasses comprehensive knowledge of school operations.

(b) A candidate for certification as a school counseling director shall have the following skills, competencies, and knowledge through a combination of academic and supervised practical experiences:

(1) The skills, competencies, and knowledge required under Ed 507.07 for a school counselor; and

(2) Skills, competencies, and knowledge relative to the principles and techniques of effective staff and program management as they relate to school counseling in the areas of:

a. Recruitment and selection;

b. Assignment and deployment of personnel;

c. Supervision;

d. Leadership and support;

e. Development and implementation of a comprehensive program;

f. School equity and civil rights issues;

g. Integrated use of technology and information systems;

h. State and national laws, rules, policies, and ethical guidelines; and

i. Individual and program evaluation.

Repeal Ed 507.01, effective 2-22-13 (Document #10276), and hold said section in reserve as follows:

Ed 507.01 Career and Technical Education Director. **RESERVED**

~~(a) An individual shall have the following entry level requirements to be certified as a career and technical education director:~~

~~————— (1) Have completed at least 3 years of successful paid and progressively responsible experience as a career and technical educator, with experience within the 5 years prior to the application as an administrator, supervisor, or teacher; and~~

~~————— (2) One of the following:~~

~~————— a. Completed a master's program in educational leadership or a related area; or~~

~~————— b. Completed a master's program in education, and demonstrated:~~

~~————— 1. The competencies, skills, and knowledge as listed in (c) below; or~~

~~————— 2. Experience in comparable leadership positions in career and technical education or other professions as specified in Ed 505.03.~~

~~————— (b) Candidates shall file the following materials and documents with the bureau of credentialing:~~

~~————— (1) Completed application forms containing the information required in Ed 508.04;~~

~~————— (2) Previous work record;~~

~~————— (3) Education record; and~~

~~————— (4) A minimum of 3 confidential references from persons who can attest to the candidate's proficiencies in the required leadership area.~~

~~————— (c) Qualifications for career and technical education director shall include the following skills, competencies, and knowledge in the following areas:~~

~~————— (1) The principles and techniques of effective human resource management, including the following relating to career and technical education personnel:~~

~~————— a. Recruitment and selection;~~

~~————— b. Assignment and deployment of personnel;~~

~~————— c. Supervision;~~

~~————— d. Instructional leadership and support; and~~

~~————— e. Evaluation;~~

- ~~_____ (2) Fiscal management in the development and administration of a budget;~~
- ~~_____ (3) Preparation and management of local, state and federal fund budgets;~~
- ~~_____ (4) Preparation of state and federal applications and proposals;~~
- ~~_____ (5) Maintenance of records and inventory of all buildings, equipment and supplies;~~
- ~~_____ (6) Preparation and submittal of all state and federal reports as required by law;~~
- ~~_____ (7) Solicitation of input from students, parents, school administrators at the secondary and postsecondary level, teachers at the secondary and postsecondary level, and the business community in the region served by a career and technical education center and consideration of that input in the development of:~~
 - ~~_____ a. Data collection;~~
 - ~~_____ b. School calendars;~~
 - ~~_____ c. Scheduling;~~
 - ~~_____ d. Transportation; and~~
 - ~~_____ e. Budgets;~~
- ~~_____ (8) Leadership of career and technical education competency based programs at a center designated as a regional center under RSA 188-E, including:~~
 - ~~_____ a. Regional agreements;~~
 - ~~_____ b. Program promotion and marketing;~~
 - ~~_____ c. Student recruitment and retainment;~~
 - ~~_____ d. Admissions policies;~~
 - ~~_____ e. Regional and program advisory committees; and~~
 - ~~_____ f. Career and technical student organizations;~~
- ~~_____ (9) The principles and techniques of leadership for learners including:~~
 - ~~_____ a. Theories of human development, adult learning, and motivation and the ability to apply this knowledge to conduct effective professional development for beginning and experienced educators;~~
 - ~~_____ b. Theories, principles, and best practices of staff supervision and evaluation and their link to effective implementation of competency based instruction and assessment;~~

- ~~_____ c. A variety of theories, principles, and best practices for needs-based professional development programs that support the goals of the school district's improvement plan;~~
- ~~_____ d. The value of assessing, using, and conducting research to improve student learning;~~
- ~~_____ e. The development of comprehensive systems of education that foster success for all students, including students with disabilities as well as gifted and talented students;~~
- ~~_____ f. Planning and facilitating the implementation of a developmentally appropriate competency-based comprehensive curriculum, instruction, and assessment program that includes the effective use of data to improve student learning;~~
- ~~_____ g. The reporting and use of assessment results to:~~
 - ~~_____ 1. Inform the school community;~~
 - ~~_____ 2. Develop school action plans, and;~~
 - ~~_____ 3. Modify school programs; and~~
- ~~_____ h. The integrated use of technology, telecommunications and information systems to support curriculum, instruction, and assessment;~~
- ~~_____ (10) In-depth understanding of the relevancy between career and technical program offerings and the needs of business and industry on a regional and state-wide basis that includes:~~
 - ~~_____ a. An understanding of the up-to-date employment needs of business and industry with an ability to direct program outcomes to align with these needs;~~
 - ~~_____ b. An understanding of utilizing labor market data to direct program outcomes and consistent communication with business and industry to ensure relevance; and~~
 - ~~_____ c. Rigor in all career and technical education programs;~~
- ~~_____ (11) Solicitation of input from students, parents, school administrators at the secondary and postsecondary level, teachers at the secondary and postsecondary level, and the business community in the region served by a career and technical education center and consideration of that input in the development and implementation of:~~
 - ~~_____ a. Competency-based curriculum;~~
 - ~~_____ b. State performance indicators relating to data-driven curriculum and student assessment;~~
 - ~~_____ c. Formulation of short- and long-range improvement plans;~~
 - ~~_____ d. Use of technology in support of all school operations; and~~
 - ~~_____ e. Providing customized training programs for teachers in the areas of businesses, industry, labor and government as they relate to economic trends and programming at the center;~~

- ~~————— (12) Relationship of career and technical education to all other curricular areas, integrating these areas consistent with RSA 193 C:3, III and all aspects of industry into the career and technical program curriculum;~~
- ~~————— (13) Management of career and technical programs which includes purchasing of equipment and supplies and supervising and maintaining laboratory facilities;~~
- ~~————— (14) Implementation of the federal, state, and local laws and policies relating to legal requirements for schools, contract management and safe environments and incorporating appropriate safety standards in all learning areas; and~~
- ~~————— (15) Participation in professional organizations relating to career and technical education and career and technical administration.~~

Repeal Ed 507.06, effective 2-20-15 (Document # 10785) and hold that section in reserve as follows:

Ed 507.06 ~~School Counseling Director~~ ***RESERVED***

~~————— (a) An individual shall have the following entry level education and employment experiences to be certified as a school counseling director:~~

- ~~————— (1) Completion of a state board of education approved school counseling program at the master's degree level or higher;~~
- ~~————— (2) Current possession of New Hampshire certification as a school counselor; and~~
- ~~————— (3) At least 3 years of successful paid and progressively responsible experience in the field of school counseling, with recent leadership experience that encompasses comprehensive knowledge of school operations.~~

~~————— (b) A candidate for certification as a school counseling director shall have the following skills, competencies, and knowledge through a combination of academic and supervised practical experiences:~~

- ~~————— (1) The skills, competencies, and knowledge required under Ed 507.07 for a school counselor; and~~
- ~~————— (2) Skills, competencies, and knowledge relative to the principles and techniques of effective staff and program management as they relate to school counseling in the areas of:~~
 - ~~————— a. Recruitment and selection;~~
 - ~~————— b. Assignment and deployment of personnel;~~
 - ~~————— c. Supervision;~~
 - ~~————— d. Leadership and support;~~
 - ~~————— e. Development and implementation of a comprehensive program;~~
 - ~~————— f. School equity and civil rights issues;~~

- ~~_____ g. Integrated use of technology and information systems;~~
- ~~_____ h. State and national laws, rules, policies, and ethical guidelines; and~~
- ~~_____ i. Individual and program evaluation.~~

Repeal Ed 507.07, effective 2-20-15 (Document #10785), and hold said section in reserve as follows:

Ed 507.07 School Counselor ~~RESERVED~~

~~(a) An individual shall have the following entry level requirements to be a certified *licensed* school counselor:~~

- ~~_____ (1) Have completed a state board of education approved school counseling collegiate program at the master's degree level or higher; or~~
- ~~_____ (2) Have acquired the competencies, skills, and knowledge of a school counselor through:~~
 - ~~_____ a. Completion of courses related to school counseling at the master's degree level or higher and completion of a counseling internship in a public school setting; or~~
 - ~~_____ b. Experience in comparable positions in school counseling or other master's level or higher professions closely related to school counseling.~~

~~(b) A candidate for certification as a school counselor shall have the following skills, competencies, and knowledge in the following areas:~~

- ~~_____ (1) In the area of comprehensive school counseling programs, skills that the candidate demonstrates to:~~
 - ~~_____ a. Align the school counseling program with school district mission and goals;~~
 - ~~_____ b. Design, develop, implement and evaluate a school counseling program based on state and national models;~~
 - ~~_____ c. Include and implement career, academic, and personal social competencies for student learning;~~
 - ~~_____ d. Integrate the program into a total school curriculum;~~
 - ~~_____ e. Develop and implement a school counseling calendar;~~
 - ~~_____ f. Use data for program design to be responsive to school needs; and~~
 - ~~_____ g. Apply knowledge of state standards to program goals;~~
- ~~_____ (2) In the area of foundations of school counseling, knowledge and skills that include:~~
 - ~~_____ a. Legal and professional standards, including the national American School Counselor Association (ASCA) standards;~~

- ~~_____ b. ASCA ethical standards including confidentiality in a school setting;~~
- ~~_____ c. Collaboration, teamwork and supervision and the ability to apply self awareness;~~
- ~~_____ d. Basic counseling skills and techniques;~~
- ~~_____ e. The ability to translate counseling theory into the practice of school counseling;~~
- ~~_____ f. The ability to apply a knowledge of human growth & development to the school counseling program;~~
- ~~_____ g. The ability to build a school counseling program that includes the student domains of academic, career, and personal social; and~~
- ~~_____ h. Multicultural counseling competencies;~~
- ~~_____ (3) In the area of management of school counseling, the ability to:~~
 - ~~_____ a. Use data to analyze current program needs;~~
 - ~~_____ b. Use technology in school counseling, record keeping, and student information systems;~~
 - ~~_____ c. Formulate, follow and evaluate student, school, and community needs;~~
 - ~~_____ d. Manage and address the cyclical needs of students, including the cyclical nature of the school year;~~
 - ~~_____ e. Gather data and translate data into understandable reports for others including state, colleges, town, teachers, students, and teams;~~
 - ~~_____ f. Communicate about the counseling program to students, teachers, school boards, administrators, and parents;~~
 - ~~_____ g. Participate in, and or build and implement a counselor evaluation system;~~
 - ~~_____ h. Build leadership skills in self and others; and~~
 - ~~_____ i. Develop and participate in an advisory committee to the school counseling program;~~
- ~~_____ (4) In the area of delivery of the school counseling program, the skills and abilities to:~~
 - ~~_____ a. Develop and implement curriculum that is for all students;~~
 - ~~_____ b. Apply effective short term individual and group counseling;~~
 - ~~_____ c. Develop and apply crisis prevention and response;~~
 - ~~_____ d. Understand and utilize current research and practices in counseling theories, family systems, human development, and community needs;~~

- ~~_____ e. Address student needs for college and career readiness knowledge and skills; and~~
- ~~_____ f. Apply presentation skills and group management; and~~
- ~~_____ (5) In the area of accountability, knowledge, skills, and application in:~~
 - ~~_____ a. Research and assessment;~~
 - ~~_____ b. Scheduling and graduation requirements;~~
 - ~~_____ c. Counselor to student ratios;~~
 - ~~_____ d. Data gathering for accountability;~~
 - ~~_____ e. Advocacy of the role of school counselor;~~
 - ~~_____ f. Advocacy of the school counseling program including the ability to report yearly, to relevant partners, on the effect of the school counseling program on attendance, behavior, and student learning outcomes;~~
 - ~~_____ g. Self reflection and peer supervision; and~~
 - ~~_____ h. Management of one's own continuing professional development.~~

Repeal Ed 507.08, effective 2-20-15 (Document #10785), and hold said section in reserve as follows:

Ed 507.08 ~~School Psychologist~~: **RESERVED**

~~_____ (a) The following shall be the entry level requirements for an individual to be certified as school psychologist:~~

- ~~_____ (1) Completion of any state board of education approved doctoral certificate of advanced graduate study/specialist, or master's level program in school psychology; or~~
- ~~_____ (2) Meeting both of the following requirements:~~
 - ~~_____ a. Completion of at least 60 semester hours or the equivalent of graduate study culminating in at least a master's degree, of which at least 54 hours are exclusive of credit for the supervised internship experience as described in b.; and~~
 - ~~_____ b. Experience in a supervised internship in a general school setting for 1,200 clock hours, full time over one year or half time over 2 consecutive years in a general school setting, provided that if additional experiences are provided in mental health clinics, psychiatric hospitals, and other institutions for children, such experiences shall not replace the supervised internship in a general school setting for more than 600 of the 1,200 hours.~~

~~_____ (b) A candidate for certification as a school psychologist shall have the skills, competencies and knowledge through a combination of academic and supervised practical experiences in the following areas:~~

- ~~_____ (1) Practices that permeate all aspects of service delivery through:~~
 - ~~_____ a. Data based decision making and accountability; and~~
 - ~~_____ b. Consultation and collaboration;~~
- ~~_____ (2) Direct and indirect services for children, families and schools which include:~~
 - ~~_____ a. Student level services including:~~
 - ~~_____ 1. Conducting, interpreting, and communicating the findings of assessments of students, including but not limited to their:~~
 - ~~_____ (i) Intellectual ability;~~
 - ~~_____ (ii) Cognitive processing;~~
 - ~~_____ (iii) Academic achievement;~~
 - ~~_____ (iv) Behavior;~~
 - ~~_____ (v) Social and emotional functioning;~~
 - ~~_____ (vi) Learning environments; and~~
 - ~~_____ (vii) Adaptive functioning;~~
 - ~~_____ 2. Designing, implementing, monitoring and adapting instructional and behavioral supports and interventions;~~
 - ~~_____ 3. Creating, implementing and evaluating mental health interventions and direct services to develop social/emotional and life skills;~~
 - ~~_____ b. Systems level services including:~~
 - ~~_____ 1. Interacting effectively in a school setting by understanding systems, roles, curriculum, instruction and assessment to promote socialization, learning, and mental health; and~~
 - ~~_____ 2. Implementing and evaluating school wide practices that promote learning; and~~
 - ~~_____ c. Preventative and responsive services including:~~
 - ~~_____ 1. Applying principles of resilience and risk factors in learning and mental health;~~
 - ~~_____ 2. Promoting multi tiered systems of support; and~~
 - ~~_____ 3. Formulating evidence based strategies for effective crisis preparation, response, and recovery; and~~

- ~~(3) Foundations of professional school psychological services which include:~~
- ~~a. Understanding and analyzing the diversity in human development and learning including culture, context and individual differences;~~
 - ~~b. Explaining typical and atypical psychological and educational development in children and youth;~~
 - ~~c. Synthesizing, evaluating and applying theories and models of research, empirical findings, and techniques related to student learning;~~
 - ~~d. Utilizing research design, statistics, measurement, and varied data collection and analysis techniques;~~
 - ~~e. Designing and implementing program evaluation to support evidence based practices at the individual, group, and/or systems levels;~~
 - ~~f. Integrating the history and foundations of psychology into a professional identity and practice as a school psychologist; and~~
 - ~~g. Adhering to ethical, legal and professional standards including:~~
 - ~~1. Ethical and professional decision making; and~~
 - ~~2. Professional work characteristics and disposition that reflect personal integrity.~~

Repeal Ed 507.12, effective 3-24-17 (Document #12142), and hold said section in reserve as follows:

Ed 507.12 ~~Reading and Writing Specialist~~ **RESERVED**

~~(a) A candidate for certification as a reading and writing specialist for grades K-12 shall meet the following entry level requirements:~~

- ~~(1) At least a master's degree in literacy or a related field;~~
- ~~(2) The general education requirements specified in Ed 505.06;~~
- ~~(3) The professional education requirements specified in Ed 505.07 if applicable; and~~
- ~~(4) Completed at least 3 years of classroom teaching;~~

~~(b) A candidate for certification as a reading and writing specialist for grades K-12 shall have the following skills, competencies, and knowledge through a combination of academic and supervised practical experiences in the following areas:~~

- ~~(1) In the area of knowledge of the theoretical and evidence-based foundations of reading and writing processes and instruction, the ability to:~~

a. Demonstrate knowledge of cognitive, sociocultural and diverse linguistic foundations of reading and writing processes and instruction;

b. Demonstrate knowledge of current practices, research, and historical developments in reading and writing;

c. Demonstrate knowledge of language development as it relates to acquisition of reading and writing, the variations related to sociocultural and linguistic diversity, and the basics of second language acquisition;

d. Demonstrate knowledge of the major components of reading instruction and curriculum, including the ability to:

1. Understand the relationship between print and sounds, including phonemic awareness, phonics and other word identification strategies, and their role in fluent reading;

2. Explain how background knowledge, vocabulary knowledge, text comprehension strategies, and motivation are integrated in reading; and

3. Describe how reading strategies are taught across all content areas, including but not limited to English, ESOL, mathematics, science, and social studies; and

e. Demonstrate knowledge of major components of writing instruction, including the ability to:

1. Demonstrate knowledge of the development of spelling, its instruction, and its relationship to word recognition and word meaning;

2. Demonstrate the knowledge of the mechanics of writing, including punctuation, grammar, spelling, and letter formation;

3. Understand recursive strategies for planning, drafting, revising and editing writing; and

4. Describe models for integrating writing across the curriculum;

(2) In the area of instructional strategies and curriculum materials in reading and writing, the ability to recognize the importance of, demonstrate, and facilitate professional learning and leadership by:

a. Selecting and implementing instructional approaches and materials that utilize evidence-based rationale, consider student needs, and support classroom teachers and paraeducators in their use of instructional strategies and grouping; and

b. Using a wide range of evidence-based curriculum materials including structured literacy approaches in effective reading and writing instruction for struggling reluctant learners, including those identified through the screening required by RSA 200:59, I as having potential indicators or risk factors of dyslexia and related disorders at different stages of literacy development and from different sociocultural and linguistic backgrounds;

- ~~(3) In the area of assessment and evaluation of reading and writing, the ability to:~~
 - ~~a. Understand the terminology, processes, and procedures used in formal and informal assessments, including English language learners' proficiency levels;~~
 - ~~b. Use a variety of formal and informal assessment tools and practices to plan, evaluate and communicate effective reading and writing instruction by:~~
 - ~~1. Supporting the classroom teacher in the assessment of the reading and writing abilities of individual students; and~~
 - ~~2. Extending the assessment further to determine proficiencies and difficulties for appropriate services;~~
 - ~~c. Use assessment information to plan, evaluate, differentiate and revise effective instruction that meets the needs of all students, including those identified through the screening required by RSA 200:59, I as having potential indicators or risk factors of dyslexia and related disorders by:~~
 - ~~1. Assisting teachers, specialists and paraeducators in using assessments to plan and implement instruction for all students;~~
 - ~~2. Engaging students in using assistive technology to address their needs in learning and communicating; and~~
 - ~~3. Collaboratively collecting, analyzing and using school-wide assessment data to improve school and district literacy instruction and programs;~~
 - ~~d. Communicate results of assessments and screenings to a variety of audiences, including students, families, administrators, teachers, specialists, and policymakers; and~~
 - ~~e. Demonstrate knowledge of current issues, practices and policies related to the assessment, evaluation and instruction of reading and writing;~~
- ~~(4) In the area of creating a literate environment that fosters reading and writing, the ability to:~~
 - ~~a. Use students' interests, backgrounds and abilities in reading and writing, as foundations for the reading and writing program, including the ability to:~~
 - ~~1. Assist the classroom teacher in demonstrating a respectful attitude toward all learners and understand the roles of choice, motivation and scaffolded instructional support in creating positive and supportive environments;~~
 - ~~2. Assist the classroom teacher and paraeducator in selecting literature, materials, and activities that match the reading levels and writing development of all students;~~

- ~~3. Demonstrate models of teaching that provide authentic purposes for reading and writing; and~~
- ~~4. Help the classroom teacher to use evidence-based rationale to make and monitor flexible instructional grouping options for students;~~
- ~~b. Select books, technology based information, and non-print materials representing multiple levels, broad interest, and cultural and linguistic backgrounds;~~
- ~~c. Provide opportunities for learners to write for personal, social, academic, and vocational or professional purposes;~~
- ~~d. Collaborate with building and district administrators to establish and to manage a literacy budget; and~~
- ~~e. Provide educational opportunities, information, and support for families and the community; and~~
- ~~(5) In the area of viewing professional development as a career long effort and responsibility, the ability to:~~
 - ~~a. Participate in, initiate, implement, and evaluate professional development programs;~~
 - ~~b. Support, demonstrate, and assist professional development in the teaching of reading and writing to paraeducators, teachers and administrators;~~
 - ~~c. Engage in collaboration and dialogue with teachers and reading specialists to reflect on teaching practices and improve instruction;~~
 - ~~d. Display positive habits related to the candidate's own reading and writing and the teaching of reading and writing, and pursue the development of individual professional knowledge and behaviors; and~~
 - ~~e. Advocate for important professional needs with administrators, school boards, and local, state, and federal policymaking bodies.~~

Repeal Ed 507.14, effective 3-24-17 (Document #12144), and hold said section in reserve as follows:

Ed 507.14 ~~School Social Worker~~: **RESERVED**

(a) ~~For an individual to be certified as a school social worker, the individual shall:~~

- ~~(1) Have completed a master's level specialist program in school social work. Specialist-level programs shall consist of a full time, or its equivalent in part time, coordinated sequence of specifically focused study at the graduate level, culminating in at least a master's degree in the area of social work from an accredited institution; or~~
- ~~(2) Have earned a master's degree in social work and one of the following:~~

~~a. Have completed an approved conversion program in school social work which shall include a 2-year internship supervised by a certified or licensed school social worker; or~~

~~b. Have acquired the knowledge and skills of a school social worker under Ed 505.04, or 505.05.~~

~~(b) A candidate for certification as a school social worker shall have the following skills, competencies and knowledge through a combination of academic experiences and competencies to be demonstrated by evidence such as, but not limited to, college course work, documented professional experience, letters of recommendation, professional development hours or CEU's, and artifacts of professional practice:~~

~~(1) Social welfare and educational policy, including:~~

~~a. History of education, social work and human services systems;~~

~~b. Role of policy at local, state, and national levels in education and school social work practice;~~

~~c. Process of policy formation and implementation and its impact on student and family systems, schools, organizations, and communities;~~

~~d. Use of policy practice to analyze, influence, and advocate; and~~

~~e. State and federal laws related to school social work practice, such as education, special education, 504, child welfare, homeless and displaced students, mental health, and juvenile justice;~~

~~(2) Social work values and ethics, including:~~

~~a. Mission of public education;~~

~~b. Mission of school social work to insure student learning, educational equity, and social justice for every student by reducing or eliminating the social, economic, and environmental barriers;~~

~~c. Demonstration and promotion of the values of the profession as delineated in the National Association of Social Workers (NASW) Code of Ethics (2008), as specified in Appendix II;~~

~~d. Professional school social work and pupil services standards as stated in the NASW Standards for School Social Work Services (2012), as specified in Appendix II; and~~

~~e. Ability to use an ethical decision-making model to guide practice;~~

~~(3) Social and economic justice and populations at risk, including:~~

~~a. Understanding risk/resiliency factors for populations at risk;~~

- ~~_____ b. Understanding the dynamics of risk factors for school failure and the strategies to address them;~~
- ~~_____ c. Understanding how group membership and various forms of oppression affect access to resources and educational opportunities;~~
- ~~_____ d. Strategies to combat discrimination, oppression, institutional racism, and economic deprivation;~~
- ~~_____ e. Advocacy for non-discriminatory social and economic systems; and~~
- ~~_____ f. Identification of inequities in access to school and community programs and services for children, youth, and families;~~
- ~~_____ (4) Skills in systematic assessments, data gathering, and interpretation at multiple levels using a variety of methods to assess the needs, characteristics, and interactions of students, families, and school personnel;~~
- ~~_____ (5) Effective prevention and intervention with individuals, families, schools, and communities including:~~
 - ~~_____ a. Utilization of a strength-based approach to enhance students' capacities, with special emphasis on students in populations at risk;~~
 - ~~_____ b. Design and implementation of practice strategies with persons from diverse backgrounds;~~
 - ~~_____ c. Partnership with families and others to resolve challenges in the home, school, and community;~~
 - ~~_____ d. Counseling;~~
 - ~~_____ e. Crisis intervention and other mental health services;~~
 - ~~_____ f. Casework and case management;~~
 - ~~_____ g. Group work;~~
 - ~~_____ h. Mediation and conflict resolution;~~
 - ~~_____ i. Advocacy;~~
 - ~~_____ j. Development of positive behavioral intervention strategies for all students;~~
 - ~~_____ k. Program development and management;~~
 - ~~_____ l. Provision of professional development and community education;~~
 - ~~_____ m. Collaboration, consultation, and coordination as leaders or members of interdisciplinary teams and community partnerships; and~~

~~n. Community organization, including mobilization of school and community resources;~~

~~(6) Human behavior and social environment, including:~~

~~a. Biological, psychological, and sociological variables affecting development, learning, and educational achievement; and~~

~~b. Application of theoretical frameworks to understand the interaction among individuals and between individuals and social systems such as families, groups, organizations, and communities;~~

~~(7) Diversity, including:~~

~~a. Cultural factors in race, gender, ethnicity, sexual orientation, and social class and how culture affects individual, family, group, organizational, and community behavior;~~

~~b. Understanding of, and affirmation and respect for, people from diverse backgrounds and recognition of diversity within and between groups;~~

~~c. Development of trust, open communication, mutual respect, and ongoing collaboration with members of diverse populations; and~~

~~d. Ability to take cultural and other diversity factors into account in assessments and interventions; and~~

~~(8) Research, including:~~

~~a. Qualitative and quantitative methodologies; and~~

~~b. Use of practice literature and empirically based knowledge in the areas of children, youth, families, and schools to:~~

~~1. Provide school social work services and educational interventions;~~

~~2. Monitor and assess programs and services;~~

~~3. Monitor and assess academic and social progress; and~~

~~4. Initiate change and improve practice, policy, and programs.~~

~~c. For the purposes of Ed 507.14, populations at risk shall include, but not be limited to:~~

~~1. Children with special educational needs;~~

~~2. School-age parents;~~

~~3. Homeless youth and families;~~

~~4. Students affected by mental health and substance misuse issues;~~

- ~~_____ 5. Lesbian, gay, bisexual, transgender, and questioning youth;~~
- ~~_____ 6. Abused and neglected students;~~
- ~~_____ 7. Students living in poverty;~~
- ~~_____ 8. Children of color;~~
- ~~_____ 9. Adjudicated and incarcerated youth;~~
- ~~_____ 10. English language learners;~~
- ~~_____ 11. Students whose families are in crisis; and~~
- ~~_____ 12. Other marginalized groups of students.~~

Repeal Ed 507.19, effective 5-31-18 (Document #12539), and hold said section in reserve as follows:

Ed 507.19 ~~Specialist in Assessment of Intellectual Functioning (SAIF).~~ **RESERVED**

~~(a) To be certified as a specialist in assessment of intellectual functioning (SAIF), an individual shall:~~

- ~~_____ (1) Hold a master's degree and a valid:~~
 - ~~_____ a. Certification from the department in education, school counseling, administration, or speech language specialist;~~
 - ~~_____ b. License as a psychologist from the New Hampshire board of psychologists;~~
 - ~~_____ c. License as an occupational therapist from the governing board of occupational therapists; or~~
 - ~~_____ d. License as a speech language pathologist from the governing board of speech language pathologists;~~
- ~~_____ (2) Have at least 4 years of documented school experience in education, school counseling, administration, speech therapy, or occupational therapy; and~~
- ~~_____ (3) Either:~~
 - ~~_____ a. Have successfully completed a SAIF program approved by the state board of education; or~~
 - ~~_____ b. Have acquired the competencies, skills and knowledge described in (b) below through other experiences and training so as to qualify under Ed 505.03, Alternative 3: Demonstrated Competencies and Equivalent Experiences.~~

~~_____ (b) To qualify as a SAIF, an individual shall have the following:~~

- ~~_____ (1) Knowledge of:~~

~~a. Relevant local, state, and federal laws, policies, regulations, and procedures pertaining to education;~~

~~b. General principles of learning and research validated teaching strategies;~~

~~c. Human development theory, including application to children in a school setting;~~

~~d. The learning characteristics of individuals with disabilities;~~

~~e. Statistics, research methods, and professional literature pertinent to the processes of assessment and program development; and~~

~~f. Those ethical principles applicable to the professional school psychology practice in the reporting of assessment results to school teams aimed at protecting the rights of individuals as set forth in the National Association of School Psychologists Principles for Professional Ethics (2010) as referenced in Appendix II; and~~

~~(2) Competency and skill in:~~

~~a. Developing professional interactions for the purpose of obtaining and communicating information;~~

~~b. Consulting with staff members and parents regarding students' current and future needs;~~

~~c. Translating referral questions and concerns into a set of assessment procedures that follow Ed 1107 and 20 U.S.C. 1400;~~

~~d. Administering, scoring, and interpreting assessments of individual intelligence and cognitive processing, assessments of academic achievement, and assessments of functional achievement;~~

~~e. Conducting a test session with sufficient proficiency to ensure fluent administration and adding meaningful clinical observation concerning the test session, as well as having sufficient expertise to reflect on the student's performance and its implication for further assessment;~~

~~f. Integrating background information and assessment results into a description of how the child learns;~~

~~g. Developing appropriate recommendations based upon assessments and best practices;~~

~~h. Assisting team members in planning strategies and interventions for students and assessing their effectiveness;~~

~~i. Assisting the administration in planning and facilitating professional development and improvement efforts; and~~

~~(3) Expertise in:~~

~~a. The nature, uses, and limitations of a variety of psychological educational assessments; and~~

~~b. Research validated educational accommodations, modification, supports, and interventions.~~

Repeal Ed 507.20, effective 2-22-13 (Document #10276), and hold said section in reserve as follows:

Ed 507.20 ~~Library Media Coordinator~~ **RESERVED**.

~~(a) A candidate shall have the following entry level requirements to be certified as a library media coordinator:~~

~~(1) Have completed a minimum of 3 years' experience as a library media specialist as documented by positive recommendations or evaluations from the candidate's supervisor(s) which demonstrate that the candidate has acquired the competencies outlined in Ed 507.21; and~~

~~(2) Have at least completed a master's degree program in library science, library and information studies, or a closely related field such as education.~~

~~(b) Candidates shall file the following materials and documents with the bureau of credentialing:~~

~~(1) Completed application forms containing the information required in Ed 508.04;~~

~~(2) Previous work record;~~

~~(3) Education record; and~~

~~(4) A minimum of 3 confidential references from persons who can attest to the candidate's proficiencies in the required leadership area.~~

~~(c) Candidates for certification as a library media coordinator shall have the following skills, competencies, and knowledge:~~

~~(1) In the area of program management and leadership, the ability to:~~

~~a. Provide effective leadership and coordination in developing, implementing, and evaluating a comprehensive, system-wide school library media program;~~

~~b. Develop and implement a strategic plan for the school library media program to meet system-wide goals while allowing for differences of individual schools;~~

~~c. Communicate the school library media program's vision, goals, and priorities to the educational system and the community;~~

~~d. Coordinate collection development and programming for system-wide libraries;~~

~~e. Plan and manage information literacy instruction efforts for students and teachers;~~

- ~~f. Plan and manage virtual and physical resources, systems and services to support teaching and learning;~~
- ~~g. Coordinate the planning and design of new, renovated, and existing school library media facilities and system wide infrastructure;~~
- ~~h. Develop policy recommendations and implement established adopted policies and procedures; and~~
- ~~i. Advocate for the centrality of the library media program to the learning of students;~~

~~(2) In the area of fiscal management, the ability to:~~

- ~~a. Prepare budgets in collaboration with school leaders, departments or agencies to ensure equitable services and resources;~~
- ~~b. Maintain accurate records and inventories to prepare reports; and~~
- ~~c. Research grants and other external funding opportunities for the support and enhancement of student learning resources and results;~~

~~(3) In the area of information management, the ability to:~~

- ~~a. Provide trustworthy information on promising and proven practices keyed to system-wide priorities to improve student achievement as well as educator and school leader effectiveness;~~
- ~~b. Collaborate with other libraries and agencies to share resources and enhance the system's learning climate, learning opportunities and learning results;~~
- ~~c. Advise all school system personnel regarding the importance of the principles of intellectual freedom and ethical behavior, and advocate for the integration of these principles in system policies and programs; and~~
- ~~d. Work with system and school leaders as well as educators to ensure standardization of equipment and equity of resources across programs and buildings; and~~

~~(4) In the area of personnel management, the ability to:~~

- ~~a. Advocate for the American Association of School Librarians (AASL) recommended level of staffing for school library media centers;~~
- ~~b. Collaborate with principals and site based committees in the selection and placement of school library media personnel; and~~
- ~~c. Work with school leaders to supervise, support and evaluate the system's school library media personnel in the operation of their school library media program.~~

Repeal Ed 507.21, effective 2-22-12 (Document #10151), and hold said section in reserve as follows:

Ed 507.21 ~~Library Media Specialist~~. The following requirements shall apply to the certification of a library media specialist in grades K-12: **RESERVED**

~~—— (a) To be certified as a library media specialist, the candidate shall have a bachelor's degree; and~~

~~—— (b) A candidate for certification as a library media specialist shall have the following skills, competencies, and knowledge through a combination of academic and supervised practical experiences in the following areas:~~

~~(1) In the area of teaching for learning, the ability to:~~

~~a. Demonstrate that she or he is a skilled educator who ensures that learners become effective and ethical users and creators of ideas and information, through:~~

~~1. Applying knowledge of learners and learning, including:~~

~~(i) Learning styles;~~

~~(ii) Stages of human development;~~

~~(iii) Cultural influences; and~~

~~(iv) Physical and intellectual abilities and needs;~~

~~2. Providing instruction in multiple literacies;~~

~~3. Promoting inquiry-based learning; and~~

~~4. Providing authentic learning experience;~~

~~b. Design and implement instructional strategies that engage students' interests and develop their ability to:~~

~~1. Inquire;~~

~~2. Think both critically and creatively; and~~

~~3. Ethically gain and share knowledge;~~

~~c. Utilize the assessment of student learning to inform practice;~~

~~d. Model, share, and promote effective principles of teaching and learning as collaborative partners with other educators;~~

~~e. Collaborate with students, other educators, and administrators to efficiently access, interpret, and communicate information;~~

~~f. Design and provide professional development which enables other educators and administrators to:~~

~~1. Locate research-based information relevant to their professional practice; and~~

~~2. Integrate best practices into their curricula; and~~

~~g. Integrate the use of current technologies as a means for effective and creative teaching and to support students' conceptual understanding, critical thinking, and creative processes;~~

~~(2) In the area of literacy and reading, the ability to:~~

~~a. Demonstrate knowledge of children's, young adult, and professional literature to guide and support reading for information, reading for pleasure, and reading for lifelong learning in multiple languages and formats such as but not limited to materials in print, e-book, digital, audio and braille;~~

~~b. Use a variety of strategies to promote reading, viewing, and listening, for learning, personal growth, and enjoyment;~~

~~c. Develop a collection of reading and information materials in print and digital formats that support the diverse developmental, cultural, social, and linguistic needs of the learning community;~~

~~d. Collaborate with staff to design and implement authentic and engaging instructional strategies that reinforce reading instruction to ensure students are able to create meaning from text;~~

~~e. Model personal enjoyment of reading in order to motivate lifelong reading in students; and~~

~~f. Integrate the use of current technologies that support literacy and reading;~~

~~(3) In the area of information and knowledge, the ability to:~~

~~a. Model multiple strategies for students, teachers and administrators and other members of the school community to locate, evaluate, and ethically use information;~~

~~b. Identify physical, socioeconomic and intellectual barriers to equitable school, home and community access to learning resources and services;~~

~~c. Develop and promote solutions to address barriers to equitable access to learning resources and services;~~

~~d. Provide a variety of learning resources and services to support the needs of diverse learners;~~

~~e. Support flexible, open access to library services, including, but not limited to 24/7 access to online databases, library websites, and related instructional support resources;~~

~~f. Model and communicate the legal and ethical principles of the profession;~~

~~g. Demonstrate proficiency in the use of 21st century tools to continuously improve their professional practice; and~~

~~h. Interpret and use a variety of data, including evidence-based action research, to create and share new knowledge to improve practice in school libraries;~~

~~(4) In the area of advocacy and leadership, the ability to:~~

~~a. Utilize evidence-based practice and research to communicate the centrality of the library program to a school's ability to:~~

- ~~1. Meet and exceed local, state and national content standards;~~
 - ~~2. Improve student learning;~~
 - ~~3. Meet the challenges of the learners, the skills, and the learning environments of the 21st century; and~~
 - ~~4. Integrate the use of current technologies as a means for effective and creative teaching and learning;~~
- ~~b. Advocate for intellectual freedom, equity of access, and privacy rights;~~
 - ~~c. Educate the school community on the ethical use of information and ideas;~~
 - ~~d. Establish connections with other libraries and strengthen cooperation among library colleagues for resource sharing, networking, and facilitating access to information;~~
 - ~~e. Plan for and participate in ongoing professional growth and leadership opportunities, informed by reflective practice;~~
 - ~~f. Engage in school improvement processes, such as but not limited to curriculum development; and~~
 - ~~g. Document and communicate the impact of collaborative instruction on student learning; and~~
- ~~(5) In the area of program management and administration, the ability to:~~
- ~~a. Communicate and collaborate with students, staff, administrators, and community members to design and develop a library program that aligns resources and services with the school's mission, in accordance with New Hampshire school approval standards Ed 306.08, instructional resources and Ed 306.42, information and communication technology;~~
 - ~~b. Manage, organize, and evaluate school library physical resources such as facilities, fiscal resources such as budgets, and human resources such as personnel, including volunteers, to enhance the use of information resources and services and to ensure equitable access to all resources for all users;~~
 - ~~c. Make use of data to evaluate and improve the school library program;~~
 - ~~d. Develop, implement, and evaluate policies and procedures consistent with:~~
 - ~~1. School, district, state, and national standards;~~
 - ~~2. Relevant laws and legislation;~~
 - ~~3. Privacy rights;~~
 - ~~4. Equity of access; and~~
 - ~~5. The tenets of intellectual freedom;~~

- ~~e. Create and implement a collection development policy that demonstrates knowledge of principles related to selection, acquisition, organization, evaluation, and reconsideration of library resources;~~
- ~~f. Evaluate and select print, non-print, and digital resources using professional selection tools and evaluation criteria to develop a relevant, balanced collection designed to meet the diverse curricular, personal, and professional needs of students, staff, and administrators;~~
- ~~g. Organize a school library collection according to current library cataloging and classification principles and standards; and~~
- ~~h. Ensure integration of current research findings and best practices into the school library program by keeping up to date with local, state, and national education, technology, and information initiatives.~~

Repeal Ed 507.22, effective 11-9-18 (Document #12662), and hold said section in reserve as follows:

~~Ed 507.22–Digital Learning Specialist. The following requirements shall apply to the certification of a digital learning specialist:~~**RESERVED**

~~—— (a) To be certified as a digital learning specialist, the candidate shall have:~~

~~(1) At least a bachelor's degree; and~~

~~(2) Qualify for certification under one of the credentialing pathways in Ed 505.01—Ed 505.05 having also met the requirements of (c) below.~~

~~—— (b) For candidates seeking a credential through an alternative 3, 4, or 5 pathway, the department of education shall assess the skills, competencies, and knowledge of candidates for certification as digital learning specialists by reviewing evidence such as, but not limited to, college course work, documented professional experience, letters of recommendation, professional development hours or CEUs, and artifacts of professional practice.~~

~~—— (c) The candidate shall have the following skills, competencies, and knowledge, gained through a combination of academic and supervised field-based experience as a digital designer, digital learner, digital citizen, collaborative coach, and visionary leader as follows:~~

~~(1) As a digital designer, effectively use technology with differentiation, rigor, relevance, and engaging learning experiences in his or her practice of teaching, learning, and assessment by the ability to:~~

~~a. Design and implement digitally based learning experiences with multiple and varied formative and summative assessments;~~

~~b. Model and promote the use of adaptive and assistive technologies and other digital tools and resources to personalize and differentiate activities for all learners;~~

~~c. Collaborate with other educators to help design and implement the student digital portfolio processes and procedures as specified in Ed 306.42; and~~

~~d. Promote student reflection using collaborative tools to reveal and clarify students conceptual understanding;~~

~~(2) As a digital learner, continue to deepen knowledge and expertise with technological concepts and pedagogy as follows:~~

~~a. Use knowledge of digital tools to model, promote, and facilitate experiences that advance learner competency, creativity, and innovation in both face to face and virtual environments;~~

~~b. Collaborate with other educators to promote innovative and creative thinking using digital tools to engage learners in real world problem solving;~~

~~c. Collaborate with other educators to model, design, and implement technology-enhanced learning experiences addressing both technology and content standards; and~~

~~d. Illustrate how state and national standards are implemented within the curriculum;~~

~~(3) As a digital citizen, model responsible and safe participation in the digital world with the ability to:~~

~~a. Model and promote safe, ethical, and legal practices related to digital tools and resources;~~

~~b. Model and promote digital etiquette, awareness of digital identity and privacy, and responsible social interactions related to the use of digital tools and resources; and~~

~~c. Model and promote diversity, cultural understanding, and global awareness using digital communication and collaborative tools and resources to interact locally and globally;~~

~~(4) As a collaborative coach, develop innovative professional learning opportunities and evaluate the impact on instructional practice and learner competencies with the ability to:~~

~~a. Model and promote effective management and use of digital tools and resources to support technology rich learning environments;~~

~~b. Evaluate, adapt, and reflect on digital tools, resources, and emerging trends by participating in local and global learning communities and by reviewing current research and evidence based innovative practices; and~~

~~c. Promote the role of digital media literacies to best equip learners to succeed in a globally interconnected, multicultural world; and~~

~~(5) As a visionary leader, promote and participate in the development and implementation of collaborative strategies for the comprehensive integration of technology to foster excellence to support transformational change throughout the instructional environment with the ability to:~~

- ~~a. Promote and participate in the development and implementation of a shared vision for the comprehensive integration of technology to support learning opportunities for all learners and educators;~~
- ~~b. Promote and participate in the planning, development, communication, implementation, and evaluation of technology infused strategic plans and adoption of new digital resources and tools at the district and school levels; and~~
- ~~c. Promote and participate in the implementation strategies for initiating and sustaining technology innovations and manage the change process in schools and classrooms.~~

Repeal Ed 507.23, effective 9-20-17 (Document #12384), and hold said section in reserve as follows:

Ed 507.23 School Speech Language Specialist **RESERVED**

~~(a) To be certified as a speech language specialist, a candidate shall meet the following entry level requirements relative to education and experience:~~

- ~~(1) The general education requirements specified in Ed 505.06, if applicable;~~
- ~~(2) The professional education requirements specified in 505.07, if applicable; and~~
- ~~(3) Hold a master's degree in speech language pathology or communication sciences and disorders and meet the speech language specialist competencies.~~

~~—— (b) For candidates seeking certification through an alternative 3, 4 or 5 pathway, the department of education shall assess the skills, competencies and knowledge of candidates for certification as school speech language specialists by reviewing evidence, such as, but not limited to, college course work, documented professional experience, letters of recommendation, professional development hours or CEUs, and artifacts of professional practice.~~

~~—— (c) A candidate for certification as a speech language specialist shall have gained the following skills, competencies, and knowledge through a combination of academic and supervised practical experiences in the following areas:~~

- ~~(1) In the area of core competencies in communication:~~
 - ~~a. A knowledge of professional conduct including how to understand and respect student and family confidentiality;~~
 - ~~b. A knowledge of basic communication science, which for this field shall include:~~
 - ~~1. Normal language acquisition and implications for multi-cultural application;~~
 - ~~2. Phonetics and phonology;~~
 - ~~3. Speech and hearing science;~~
 - ~~4. Basic audiology;~~
 - ~~5. Anatomy and physiology of the speech and hearing mechanism;~~

~~6. Neurology of speech and language; and~~

~~7. Swallowing;~~

~~c. A knowledge of assessment and intervention techniques related to a broad range of disabilities students might exhibit, any one or combination of which might affect their academic performance and thus place them at risk in terms of their receiving a free and appropriate public education in the least restrictive environment. Disabilities, including the following:~~

~~1. Fluency disorders such as stuttering;~~

~~2. Organic pathologies such as cerebral palsy and traumatic brain injury;~~

~~3. Articulation and phonological disorders;~~

~~4. Language disorders, including expressive, receptive, and social pragmatic language disorders;~~

~~5. Phonological awareness in relation to literacy disorders;~~

~~6. Auditory perception, including central auditory processing disorders;~~

~~7. Voice and resonance disorders;~~

~~8. Augmentative and alternative communication (AAC) modalities such as sign language and speech generating devices; and~~

~~9. Autism spectrum disorders;~~

~~d. The ability to evaluate existing research, conduct and interpret applied research, and utilize evidence-based practices in assessment and intervention;~~

~~e. The ability to administer and interpret the results of a variety of formal and informal screening tools and diagnostic instruments in the areas of:~~

~~1. Phonology and articulation; including motor speech disorders;~~

~~2. Early childhood and school age language;~~

~~3. Oral language as it relates to expressive and receptive language;~~

~~4. Dysphagia;~~

~~5. Fluency;~~

~~6. Hearing and auditory processing disorders;~~

~~7. Voice and resonance; and~~

~~8. Augmentative and alternative communication (AAC);~~

~~f. A knowledge of diagnostics and evaluation to identify the presence of a communication disorder and identify an educational disability in the area of speech, language, or hearing impairment which shall include the ability to:~~

~~1. Collect quantitative and qualitative data to assist in identifying:~~

~~(i) Student learning strengths and needs;~~

~~(ii) Learning styles; and~~

~~(iii) Interpersonal skills; and~~

~~2. Demonstrate the ability to synthesize data and to develop individualized education programs and methods of assessing progress as described in Ed 1109 and 34 CFR 300.320; and~~

~~g. A knowledge of and skills necessary to implement various evidence-based models of service delivery such as individual and group; direct, collaborative and consultative relative to specific communication disorders listed in Ed 507.23(b)(1)(c) which shall include the ability to:~~

~~1. Coordinate the provision of services with other school personnel who provide non-speech and language services to students;~~

~~2. Apply evidence-based practices in developing and integrating therapeutic goals within the classroom, curriculum or both;~~

~~3. Demonstrate the ability to evaluate the attainment of treatment goals in relation to the curriculum using:~~

~~(i) Qualitative methods, including but not limited to educator reports, student reports, and observations, and;~~

~~(ii) Quantitative methods, including but not limited to the use of standardized tests; and~~

~~4. Modify individual student programs based on on-going assessment; and~~

~~(2) Concerning school-based delivery systems:~~

~~a. A knowledge of educational systems including school operations and administrative organizations;~~

~~b. A knowledge of general and special education laws, including but not limited to federal statutes and regulations, state statutes and rules, and related case law;~~

~~c. The ability to participate in the development of individualized education programs and accommodation plans as outlined in Section 504 of the Rehabilitation Act of 1973;~~

- ~~d. The ability to analyze, evaluate, and employ curriculum and classroom-based teaching techniques and materials to support speech and language development;~~
- ~~e. The ability to understand the relationship between communication, language, and reading and writing in classroom-based instruction;~~
- ~~f. The ability to develop, evaluate, and modify curriculum and monitor student progress in academic areas as related to speech, language and communication;~~
- ~~g. A knowledge of school, community, state and federal resources to support students and their families in the school setting;~~
- ~~h. A knowledge of methods and activities for integrating life skills into specific subject areas and related services to promote independent living, social and interpersonal skills;~~
- ~~j. The ability to supervise paraeducators, tutors or speech language assistants in targeting and generalizing speech and language goals; and~~
- ~~k. The ability to utilize augmentative and alternative communication systems and technology to foster the participation, interaction, and inclusion of children for whom speech is not their primary mode of communication.~~

~~—— (d) Any person who is licensed in the state of New Hampshire as a speech language pathologist by the governing board of speech language pathology shall be considered to have met the requirements of Ed 507.23.~~

Repeal Ed 507.251, effective 1-17-14 (Document #10506), as follows:

~~Ed 507.251 Elementary Mathematics Specialist for Grades K-6.~~

~~—— (a) A candidate for certification as a mathematics specialist for grades K-6 shall meet the following entry level requirements:~~

- ~~(1) The candidate shall have at least a master's degree in mathematics, education or a related field and can document a passing score on the Praxis II Middle School Mathematics test or equivalent;~~
- ~~(2) The general education requirements specified in Ed 505.06;~~
- ~~(3) The professional education requirements specified in Ed 505.07;~~
- ~~(4) Hold a valid experienced educator endorsement; and~~
- ~~(5) Completed at least 3 years of successful classroom teaching of mathematics within grades pk-6.~~

~~—— (b) A candidate for certification as an elementary mathematics specialist for grades pk-6 shall have the following skills, competencies, and knowledge through a combination of academic and supervised practical experiences (three semester hours or equivalent in a supervised practicum or school-based internship) in the following areas:~~

~~(1) In the area of content knowledge have the ability to:~~

- ~~a. Apply knowledge of major pk-6 mathematical concepts, algorithms, procedures and connections;~~
- ~~b. Demonstrate an understanding of the sequential nature of mathematics and the mathematical structures and connections inherent in the following content domains:~~

~~1. In the domain of number and operations have the ability to:~~

- ~~(i) Demonstrate knowledge of pre-number and early number concepts;~~
- ~~(ii) Interpret and represent number systems including whole numbers, integers, rationals, irrationals, reals and the application of their properties;~~
- ~~(iii) Demonstrate knowledge of concepts and applications of number theory including multiplicative arithmetic;~~
- ~~(iv) Demonstrate a variety of interpretations of the 4 operations of arithmetic and of the common ways they can be applied; and~~
- ~~(v) Use proportional reasoning demonstrating connections to fractions, ratios, rates, and scaling;~~

~~2. In the domain of functions and algebra have the ability to:~~

- ~~(i) Analyze and generalize a wide variety of patterns and functions for example linear, quadratic, and exponential moving fluently among representations including tables, graphs, written word, and symbolic rules;~~
- ~~(ii) Analyze change and rates of change in various contexts including proportional and inversely proportional relationships;~~
- ~~(iii) Model and solve problems, both mathematical and “real world,” using algebraic methods; and~~
- ~~(iv) Apply the conventions of algebra that is the order of operations and the properties of real numbers commutative, associative, distributive, identity, inverse, and zero properties to algebraic expressions, equations, and inequalities;~~

~~3. In the domain of measurement have the ability to:~~

- ~~(i) Utilize non-standard and standard units of measure using appropriate units, techniques, and tools;~~
- ~~(ii) Model and use common units of geometric measures for: angles, perimeter, area and volume, through mathematical and practical contexts;~~
- ~~(iii) Employ estimation as a way of understanding measurement units and processes of measuring those attributes;~~

~~(iv) Apply measurement conversion strategies; and~~

~~(v) Connect proportionality to measurement including similar figures;~~

~~4. In the domain of Geometry have the ability to:~~

~~(i) Build and manipulate representations of two and three dimensional objects using concrete models, perspective drawings, projections, and dynamic geometry software;~~

~~(ii) Analyze properties and relationships among geometric shapes and structures;~~

~~(iii) Specify locations and describe spatial relationships using coordinate geometry;~~

~~(iv) Apply transformations and compositions of transformations including dilations, translations, rotations, and reflections with symmetry, congruence, and similarity; and~~

~~(v) Use geometric constructions and axiomatic reasoning to make and prove conjectures about geometric shapes and relations;~~

~~5. In the domain of data analysis and probability have the ability to:~~

~~(i) Use data from a random sample to draw inferences about a population;~~

~~(ii) Construct and interpret graphical displays of univariate data distributions for example, box plots and histograms;~~

~~(iii) Summarize and describe univariate data in relation to its context by using measures including the mean, median, mode, interquartile range, and mean absolute deviation;~~

~~(iv) Use scatterplots to analyze bivariate data and utilize lines of best fit to model the relationship between the variables; and~~

~~(v) Determine the empirical and theoretical probability for both simple and compound events; and~~

~~e. Demonstrate knowledge of the history of mathematics, including the contributions of different individuals and cultures toward the development of mathematics and the role of mathematics in culture and society;~~

~~(2) In the area of mathematical practices have the ability to:~~

~~a. Communicate and demonstrate the importance of problem solving and its use in developing conceptual understanding;~~

~~b. Represent and model mathematical ideas;~~

- ~~e. Reason abstractly, reflectively, and quantitatively including constructing viable arguments and proofs;~~
- ~~d. Attend to precision;~~
- ~~e. Identify elements of structure and express regularity in patterns of mathematical reasoning;~~
- ~~f. Utilize appropriate mathematical vocabulary and symbols to communicate mathematical ideas; and~~
- ~~g. Demonstrate the interconnectedness of mathematical ideas including making connections across various content areas and real world contexts;~~

~~(3) In the area of mathematical pedagogy have the ability to:~~

- ~~a. Plan and assist others in planning instruction incorporating a variety of strategies including mathematics specific instructional technologies to build all students' conceptual understanding and procedural proficiency;~~
- ~~b. Analyze and consider research in planning for mathematics instruction;~~
- ~~c. Select and apply instructional techniques that assist in identifying and addressing student misconceptions;~~
- ~~d. Use mathematical content and pedagogical knowledge to select, use, adapt and determine the suitability of mathematics curricula and teaching materials for particular learning goals;~~
- ~~e. Understand students' development in mathematics using holistic, analytical, and diagnostic tools; and~~
- ~~f. Demonstrate developmentally appropriate use of assessments in their practice and train classroom teachers to administer and interpret assessment results; and~~

~~(4) In the area of professional knowledge and skills have the ability to:~~

- ~~a. Demonstrate mathematics focused instructional leadership;~~
- ~~b. Plan, develop, implement and evaluate mathematics focused professional development programs;~~
- ~~c. Evaluate the alignment of state mathematical standards, district curricula, state and local assessments and recommend appropriate adjustments;~~
- ~~d. Support teachers in systematically reflecting on and learning from their mathematical practice;~~
- ~~e. Collaborate with school based professionals to develop evidence based interventions for high and low achieving students; and~~

~~f. Analyze and interpret mathematics assessment data and communicate results to appropriate and varied audiences.~~

Amend PART Ed 508 to read as follows:

PART Ed 508 ~~APPLICATION FOR CERTIFICATION~~ *REQUIREMENTS FOR EDUCATIONAL SPECIALISTS AND INSTRUCTIONAL SPECIALISTS*

Readopt with amendment Ed 508.01 through Ed 508.05, effective 6-15-13 (Document #10363) as follows:

~~Ed 508.01 Application~~ *School Counselor.*

~~— (a) Persons interested in holding New Hampshire credential(s) shall apply online or through paper application to the:~~

~~Bureau of Credentialing
Division of Program Support
New Hampshire Department of Education
101 Pleasant Street
Concord, NH 03301-3860~~

~~<https://my.doe.nh.gov/myNHDOE/Login/Login.aspx>~~

~~— (b) Applications for credentials shall be investigated by the bureau for the purpose of verifying all application materials.~~

~~— (c) An applicant shall use the appropriate application form as specified in Ed 508.02 – Ed 508.05.~~

(a) An individual shall have the following entry level requirements to be a ~~certified~~ licensed school counselor:

(1) A master's degree level or higher in school counseling or a related field; or

(2) Have acquired the competencies, skills, and knowledge of a school counselor through:

a. Completion of courses related to school counseling at the master's degree level or higher and completion of a counseling internship in a public school setting; or

b. Experience in comparable positions in school counseling or other master's level or higher professions closely related to school counseling.

(b) A candidate for certification as a school counselor shall have the following skills, competencies, and knowledge in the following areas:

(1) In the area of comprehensive school counseling programs, skills that the candidate demonstrates to:

a. Align the school counseling program with school district mission and goals;

b. Design, develop, implement and evaluate a school counseling program based on state and national models;

c. Include and implement career, academic, and personal-social competencies for student learning;

d. Integrate the program into a total school curriculum;

e. Develop and implement a school counseling calendar;

f. Use data for program design to be responsive to school needs; and

g. Apply knowledge of state standards to program goals;

(2) In the area of foundations of school counseling, knowledge and skills that include:

a. Legal and professional standards, including the national American School Counselor Association (ASCA) standards;

b. ASCA ethical standards including confidentiality in a school setting;

c. Collaboration, teamwork and supervision and the ability to apply self-awareness;

d. Basic counseling skills and techniques;

e. The ability to translate counseling theory into the practice of school counseling;

f. The ability to apply a knowledge of human growth & development to the school counseling program;

g. The ability to build a school counseling program that includes the student domains of academic, career, and personal-social; and

h. Multicultural counseling competencies;

(3) In the area of management of school counseling, the ability to:

a. Use data to analyze current program needs;

b. Use technology in school counseling, record-keeping, and student information systems;

c. Formulate, follow and evaluate student, school, and community needs;

d. Manage and address the cyclical needs of students, including the cyclical nature of the school year;

e. Gather data and translate data into understandable reports for others including state, colleges, town, teachers, students, and teams;

f. Communicate about the counseling program to students, teachers, school boards, administrators, and parents;

g. Participate in, and or build and implement a counselor evaluation system;

h. Build leadership skills in self and others; and

i. Develop and participate in an advisory committee to the school counseling program;

(4) In the area of delivery of the school counseling program, the skills and abilities to:

a. Develop and implement curriculum that is for all students;

b. Apply effective short-term individual and group counseling;

c. Develop and apply crisis prevention and response;

d. Understand and utilize current research and practices in counseling theories, family systems, human development, and community needs;

e. Address student needs for college and career readiness knowledge and skills; and

f. Apply presentation skills and group management; and

(5) In the area of accountability, knowledge, skills, and application in:

a. Research and assessment;

b. Scheduling and graduation requirements;

c. Counselor-to-student ratios;

d. Data-gathering for accountability;

e. Advocacy of the role of school counselor;

f. Advocacy of the school counseling program including the ability to report yearly, to relevant partners, on the effect of the school counseling program on attendance, behavior, and student learning outcomes;

g. Self-reflection and peer supervision; and

h. Management of one's own continuing professional development.

Ed 508.02—Application Form: Alternative 1. School Psychologist.

~~—(a) Applicants for a credential qualifying pursuant to Ed 505.01 shall provide the following required information or documents, except where specified as optional, on or with the form titled "Application for Certification, Alternative 1":~~

- ~~_____ (1) Social security number, unless the applicant chooses to have the department supply an alternative number, subject to the provisions of (b) and (c) below;~~
- ~~_____ (2) Date of birth;~~
- ~~_____ (3) Name;~~
- ~~_____ (4) Address;~~
- ~~_____ (5) Sex, which may be specified at the option of the applicant;~~
- ~~_____ (6) Telephone number;~~
- ~~_____ (7) Date of application;~~
- ~~_____ (8) Educational information, including the following:~~
 - ~~_____ a. Degree;~~
 - ~~_____ b. Major;~~
 - ~~_____ c. State;~~
 - ~~_____ d. College;~~
 - ~~_____ e. Date degree granted; and~~
 - ~~_____ f. Official transcript (s) with seal and signature for each degree listed;~~
- ~~_____ (9) Educational employment record for last 7 years including:~~
 - ~~_____ a. Dates;~~
 - ~~_____ b. State;~~
 - ~~_____ c. School district;~~
 - ~~_____ d. Position;~~
 - ~~_____ e. Assignment/subject;~~
 - ~~_____ f. Grade level;~~
 - ~~_____ g. Credential held;~~
 - ~~_____ h. Number of years of any public school experience;~~
 - ~~_____ i. Number of years of any non public school experience; and~~
 - ~~_____ j. Copy/copies of any teaching credentials held in other states;~~

- ~~_____ (10) Whether the applicant ever held a New Hampshire credential and, if so, the year it expired and the name under which it was issued;~~
- ~~_____ (11) Whether the applicant has ever been convicted of a felony and, if so, an explanation;~~
- ~~_____ (12) Whether the applicant has ever had a teaching credential revoked or suspended and, if so, an explanation;~~
- ~~_____ (13) Whether the applicant has ever been subject of an investigation for professional misconduct in New Hampshire, another state, or territory of the United States, or foreign country and, if so, an explanation;~~
- ~~_____ (14) Identification of ethnic origin, which may be specified at the option of the applicant, including one of the following categories:~~
- ~~_____ a. American Indian;~~
- ~~_____ b. Asian/Pacific;~~
- ~~_____ c. African American/Non-Hispanic;~~
- ~~_____ d. White/Non-Hispanic;~~
- ~~_____ e. Hispanic;~~
- ~~_____ f. Multi-ethnic; and~~
- ~~_____ g. Other/do not wish to specify.~~
- ~~_____ (b) If an applicant provides a social security number under (a)(1) above, the social security number shall be used by the bureau for the purposes of generating data on teacher salaries or such other purposes as authorized by law including but not limited to RSA 161-B:11, VI a.~~
- ~~_____ (c) If an applicant chooses to have the department supply an alternative number, the department shall use the teacher number generated by the electronic educator information system and it shall be used as specified in (b).~~
- ~~_____ (d) The applicant shall request that the designated official of the college/university program certify in accordance with his/her college or university's established format the applicant's successful completion of the program by submitting a letter or electronic communication indicating or including the:~~
- ~~_____ (1) Year of graduation;~~
- ~~_____ (2) Type of program completed;~~
- ~~_____ (3) Field of preparation and code;~~
- ~~_____ (4) College seal;~~
- ~~_____ (5) Actual signature of certifying officer as opposed to rubber stamp if the submission is by letter or, in the case of an electronic communication, an electronic signature; and~~

~~_____ (6) Date of certification.~~

~~_____ (e) The applicant shall execute a declaration and verification statement for the application, consistent with the requirements of RSA 189:14-g.~~

~~_____ (f) Filing of the completed application, supporting documentation and filing fee pursuant to Ed 508.06 with the bureau, shall be the responsibility of the applicant.~~

(a) An individual shall have the following entry level requirements to be licensed as a school psychologist:

(1) Completion of any state board of education approved doctoral certificate of advanced graduate study/specialist, or master's level program in school psychology; or

(2) Meeting both of the following requirements:

a. Completion of at least 60 semester hours or the equivalent of graduate study culminating in at least a master's degree, of which at least 54 hours are exclusive of credit for the supervised internship experience as described in b.; and

b. Experience in a supervised internship in a general school setting for 1,200 clock hours, full-time over one year or half time over 2 consecutive years in a general school setting, provided that if additional experiences are provided in mental health clinics, psychiatric hospitals, and other institutions for children, such experiences shall not replace the supervised internship in a general school setting for more than 600 of the 1,200 hours.

(b) A candidate for licensure as a school psychologist shall have skills, competencies, and knowledge in the following areas:

(1) Practices that permeate all aspects of service delivery through:

a. Data-based decision making and accountability; and

b. Consultation and collaboration;

(2) Direct and indirect services for children, families and schools which include:

a. Student-level services including;

1. Conducting, interpreting, and communicating the findings of assessments of students, including but not limited to their:

(i) Intellectual ability;

(ii) Cognitive processing;

(iii) Academic achievement;

(iv) Behavior;

(v) Social and emotional functioning;

(vi) Learning environments; and

(vii) Adaptive functioning;

2. Designing, implementing, monitoring and adapting instructional and behavioral supports and interventions;

3. Creating, implementing and evaluating mental health interventions and direct services to develop social/emotional and life skills;

b. Systems-level services including:

1. Interacting effectively in a school setting by understanding systems, roles, curriculum, instruction and assessment to promote socialization, learning, and mental health; and

2. Implementing and evaluating school wide practices that promote learning; and

c. Preventative and responsive services including:

1. Applying principles of resilience and risk factors in learning and mental health;

2. Promoting multi-tiered systems of support; and

3. Formulating evidence-based strategies for effective crisis preparation, response, and recovery; and

(3) Foundations of professional school psychological services which include:

a. Understanding and analyzing the diversity in human development and learning including culture, context and individual differences;

b. Explaining typical and atypical psychological and educational development in children and youth;

c. Synthesizing, evaluating and applying theories and models of research, empirical findings, and techniques related to student learning;

d. Utilizing research design, statistics, measurement, and varied data collection and analysis techniques;

e. Designing and implementing program evaluation to support evidence-based practices at the individual, group, and/or systems levels;

f. Integrating the history and foundations of psychology into a professional identity and practice as a school psychologist; and

g. Adhering to ethical, legal and professional standards including:

1. Ethical and professional decision making; and

2. Professional work characteristics and disposition that reflect personal integrity.

Ed 508.03 ~~Application Form: Alternative 2–5.~~ School Social Worker.

~~— (a) Applicants for a credential qualifying under Ed 505.02–Ed 505.05 shall provide the following required information or documents, except where specified as optional, on or with the form titled "Application for Certification; Alternative 2–5":~~

~~— (1) Social security number, unless the applicant chooses to have the department supply an alternative number, subject to the provisions of (b) and (c) below;~~

~~— (2) Date of birth;~~

~~— (3) Name;~~

~~— (4) Address;~~

~~— (5) Sex, which may be specified at the option of the applicant;~~

~~— (6) Telephone number;~~

~~— (7) Date of application;~~

~~— (8) Educational information as follows:~~

~~— a. Degree;~~

~~— b. Major;~~

~~— c. State;~~

~~— d. College;~~

~~— e. Date degree granted; and~~

~~— f. Official transcript(s) with seal and signature for each degree listed.~~

~~— (9) Educational employment record for last 7 years including:~~

~~— a. Dates;~~

~~— b. State;~~

~~— c. School district;~~

- ~~_____ d. Position;~~
- ~~_____ e. Assignment/subject;~~
- ~~_____ f. Grade level;~~
- ~~_____ g. Credential held;~~
- ~~_____ h. Total years of any public school experience;~~
- ~~_____ i. Total years of any non public school experience; and~~
- ~~_____ j. Copy/copies of any teaching credentials held in other states.~~
- ~~_____ (10) Whether the applicant has ever held a New Hampshire credential and, if so, the year it expired and the name under which it was issued;~~
- ~~_____ (11) Whether the applicant has ever been convicted of a felony and, if so, an explanation;~~
- ~~_____ (12) Whether the applicant ever had a teaching credential revoked or suspended and, if so, an explanation;~~
- ~~_____ (13) Whether the applicant has ever been the subject of an investigation for professional misconduct in New Hampshire, another state, or territory of the United States, or foreign country and, if so, an explanation;~~
- ~~_____ (14) Identification of ethnic origin, which shall be optional including one of the following categories:~~
 - ~~_____ a. American Indian;~~
 - ~~_____ b. Asian/Pacific;~~
 - ~~_____ c. African American/Non Hispanic;~~
 - ~~_____ d. White/Non Hispanic;~~
 - ~~_____ e. Hispanic;~~
 - ~~_____ f. Multi ethnic; and~~
 - ~~_____ g. Other/do not wish to specify.~~
- ~~_____ (b) If an applicant provides a social security number under (a)(1) above, the social security number shall be used by the bureau for the purposes of generating data on teacher salaries or such other purposes as authorized by law including but not limited to RSA 161-B:11, VI a.~~
- ~~_____ (c) If an applicant chooses to have the department supply an alternative number, the department shall use the teacher number generated by the electronic educator information system and it shall be used as specified in (b).~~

~~— (d) The applicant shall execute a declaration and verification statement for the application, consistent with the requirements of RSA 189:14-g.~~

(a) For an individual to be licensed as a school social worker, the individual shall:

(1) Have completed a master's level specialist program in school social work. Specialist-level programs shall consist of a full time, or its equivalent in part-time, coordinated sequence of specifically focused study at the graduate level, culminating in at least a master's degree in the area of social work from an accredited institution; or

(2) Have earned a master's degree in social work and one of the following:

a. Have completed an approved conversion program in school social work which shall include a 2-year internship supervised by a certified or licensed school social worker; or

b. Have acquired the knowledge and skills of a school social worker under Ed 505.04, or 505.05.

(b) A candidate for certification as a school social worker shall have skills, competencies and knowledge in the following areas:

(1) Social welfare and educational policy, including:

a. History of education, social work and human services systems;

b. Role of policy at local, state, and national levels in education and school social work practice;

c. Process of policy formation and implementation and its impact on student and family systems, schools, organizations, and communities;

d. Use of policy practice to analyze, influence, and advocate; and

e. State and federal laws related to school social work practice, such as education, special education, 504, child welfare, homeless and displaced students, mental health, and juvenile justice;

(2) Social work values and ethics, including:

a. Mission of public education;

b. Mission of school social work to insure student learning, educational equity, and social justice for every student by reducing or eliminating the social, economic, and environmental barriers;

c. Demonstration and promotion of the values of the profession as delineated in the National Association of Social Workers (NASW) Code of Ethics (2008), as specified in Appendix II;

d. Professional school social work and pupil services standards as stated in the NASW Standards for School Social Work Services (2012), as specified in Appendix II; and

e. Ability to use an ethical decision-making model to guide practice;

(3) Social and economic justice and populations at risk, including:

a. Understanding risk/resiliency factors for populations at risk;

b. Understanding the dynamics of risk factors for school failure and the strategies to address them;

c. Understanding how group membership and various forms of oppression affect access to resources and educational opportunities;

d. Strategies to combat discrimination, oppression, institutional racism, and economic deprivation;

e. Advocacy for non-discriminatory social and economic systems; and

f. Identification of inequities in access to school and community programs and services for children, youth, and families;

(4) Skills in systematic assessments, data gathering, and interpretation at multiple levels using a variety of methods to assess the needs, characteristics, and interactions of students, families, and school personnel;

(5) Effective prevention and intervention with individuals, families, schools, and communities including:

a. Utilization of a strength-based approach to enhance students' capacities, with special emphasis on students in populations at risk;

b. Design and implementation of practice strategies with persons from diverse backgrounds;

c. Partnership with families and others to resolve challenges in the home, school, and community;

d. Counseling;

e. Crisis intervention and other mental health services;

f. Casework and case management;

g. Group work;

h. Mediation and conflict resolution;

i. Advocacy;

j. Development of positive behavioral intervention strategies for all students;

k. Program development and management;

l. Provision of professional development and community education;

m. Collaboration, consultation, and coordination as leaders or members of interdisciplinary teams and community partnerships; and

n. Community organization, including mobilization of school and community resources;

(6) Human behavior and social environment, including:

a. Biological, psychological, and sociological variables affecting development, learning, and educational achievement; and

b. Application of theoretical frameworks to understand the interaction among individuals and between individuals and social systems such as families, groups, organizations, and communities;

(7) Diversity, including:

a. Cultural factors in race, gender, ethnicity, sexual orientation, and social class and how culture affects individual, family, group, organizational, and community behavior;

b. Understanding of, and affirmation and respect for, people from diverse backgrounds and recognition of diversity within and between groups;

c. Development of trust, open communication, mutual respect, and ongoing collaboration with members of diverse populations; and

d. Ability to take cultural and other diversity factors into account in assessments and interventions; and

(8) Research, including:

a. Qualitative and quantitative methodologies; and

b. Use of practice literature and empirically-based knowledge in the areas of children, youth, families, and schools to:

1. Provide school social work services and educational interventions;

2. Monitor and assess programs and services;

3. Monitor and assess academic and social progress; and

4. Initiate change and improve practice, policy, and programs.

c. For the purposes of Ed 507.14, populations at risk shall include, but not be limited to:

- 1. Children with special educational needs;*
- 2. School age parents;*
- 3. Homeless youth and families;*
- 4. Students affected by mental health and substance misuse issues;*
- 5. Lesbian, gay, bisexual, transgender, and questioning youth;*
- 6. Abused and neglected students;*
- 7. Students living in poverty;*
- 8. Children of color;*
- 9. Adjudicated and incarcerated youth;*
- 10. English language learners;*
- 11. Students whose families are in crisis; and*
- 12. Other marginalized groups of students.*

~~Ed 508.04 Application Form: Superintendent, Assistant Superintendent, Principal Instructional Leader, Associate Principal, Specialist in the Assessment of Intellectual Functioning (SAIF).~~

~~— (a) Applicants for a credential pursuant to Ed 506.01 shall provide the following required information or documents, except where specified as optional, on or with the form titled "Application for Certification as Superintendent, Assistant Superintendent, Principal Instructional Leader, or Associate Principal":~~

- ~~— (1) Social security number, unless the applicant chooses to have the department supply an alternative number, subject to the provisions of (b) and (c) below;~~
- ~~— (2) Date of birth;~~
- ~~— (3) Name;~~
- ~~— (4) Address;~~
- ~~— (5) Sex, which may be specified at the option of the applicant;~~
- ~~— (6) Telephone number;~~
- ~~— (7) Date of application;~~

~~_____ (8) Educational information, including the following:~~

~~_____ a. Degree;~~

~~_____ b. Major;~~

~~_____ c. State;~~

~~_____ d. College;~~

~~_____ e. Date degree granted; and~~

~~_____ f. Official transcript (s) with seal and signature for each degree listed;~~

~~_____ (9) Educational employment record for last 7 years including:~~

~~_____ a. Dates;~~

~~_____ b. State;~~

~~_____ c. School district;~~

~~_____ d. Position;~~

~~_____ e. Assignment/subject;~~

~~_____ f. Grade level;~~

~~_____ g. Credential held;~~

~~_____ h. Number of years of any public school experience;~~

~~_____ i. Number of years of any non public school experience; and~~

~~_____ j. Copy/copies of any credentials relating to teaching or school administration held in other states;~~

~~_____ (10) Whether the applicant ever held a New Hampshire credential and, if so, the year it expired and the name under which it was issued;~~

~~_____ (11) Whether the applicant has ever been convicted of a felony and, if so, an explanation;~~

~~_____ (12) Whether the applicant has ever had a teaching or school administrative credential revoked or suspended and, if so, an explanation;~~

~~_____ (13) Whether the applicant has ever been subject of an investigation for professional misconduct in New Hampshire, another state, or territory of the United States, or foreign country and, if so, an explanation; and~~

~~_____ (14) Identification of ethnic origin, which may be specified at the option of the applicant, including one of the following categories:~~

- ~~_____ a. American Indian;~~
- ~~_____ b. Asian/Pacific;~~
- ~~_____ c. African American/Non-Hispanic;~~
- ~~_____ d. White/Non-Hispanic;~~
- ~~_____ e. Hispanic;~~
- ~~_____ f. Multi-ethnic; and~~
- ~~_____ g. Other/do not wish to specify.~~

~~_____ (b) If an applicant provides a social security number under (a)(1) above, the social security number shall be used by the bureau for the purposes of generating data on teacher salaries or such other purposes as authorized by law including but not limited to RSA 161-B:11, VI a.~~

~~_____ (c) If an applicant chooses to have the department supply an alternative number, the department shall use the teacher number generated by the electronic educator information system and it shall be used as specified in (b).~~

~~_____ (d) The applicant shall request that the designated official of the college/university program to certify in accordance with his/her college or university's established format the applicant's successful completion of an educational administration program by submitting a letter indicating or including the:~~

- ~~_____ (1) Year of graduation;~~
- ~~_____ (2) Type of program completed;~~
- ~~_____ (3) Field of preparation and code;~~
- ~~_____ (4) College seal;~~
- ~~_____ (5) Actual signature of certifying officer as opposed to rubber stamp; and~~
- ~~_____ (6) Date of certification.~~

~~_____ (e) The applicant shall execute a notarized signature declaration and verification statement for the application, consistent with the requirements of RSA 189:14 g.~~

~~_____ (f) Filing of the completed application, supporting documentation and filing fee pursuant to Ed 508.06 with the bureau, shall be the responsibility of the applicant~~

(a) To be certified as a specialist in assessment of intellectual functioning (SAIF), an individual shall:

(1) Hold a master's degree and a valid:

- a. Certification from the department in education, school counseling, administration, or speech language specialist;***
- b. License as a psychologist from the New Hampshire board of psychologists;***
- c. License as an occupational therapist from the governing board of occupational therapists; or***
- d. License as a speech-language pathologist from the governing board of speech-language pathologists;***

(2) Have at least 4 years of documented school experience in education, school counseling, administration, speech therapy, or occupational therapy; and

(3) Either:

- a. Have successfully completed a SAIF program approved by the state board of education; or***
- b. Have acquired the competencies, skills and knowledge described in (b) below through other experiences and training so as to qualify under Ed 505.03, Alternative 3: Demonstrated Competencies and Equivalent Experiences.***

(b) To qualify as a SAIF, an individual shall have the following:

(1) Knowledge of:

- a. Relevant local, state, and federal laws, policies, regulations, and procedures pertaining to education;***
- b. General principles of learning and research-validated teaching strategies;***
- c. Human development theory, including application to children in a school setting;***
- d. The learning characteristics of individuals with disabilities;***
- e. Statistics, research methods, and professional literature pertinent to the processes of assessment and program development; and***
- f. Those ethical principles applicable to the professional school psychology practice in the reporting of assessment results to school teams aimed at protecting the rights of individuals as set forth in the National Association of School Psychologists Principles for Professional Ethics (2010) as referenced in Appendix II; and***

(2) Competency and skill in:

- a. Developing professional interactions for the purpose of obtaining and communicating information;***

b. Consulting with staff members and parents regarding students' current and future needs;

c. Translating referral questions and concerns into a set of assessment procedures that follow Ed 1107 and 20 U.S.C. 1400;

d. Administering, scoring, and interpreting assessments of individual intelligence and cognitive processing, assessments of academic achievement, and assessments of functional achievement;

e. Conducting a test session with sufficient proficiency to ensure fluent administration and adding meaningful clinical observation concerning the test session, as well as having sufficient expertise to reflect on the student's performance and its implication for further assessment;

f. Integrating background information and assessment results into a description of how the child learns;

g. Developing appropriate recommendations based upon assessments and best practices;

h. Assisting team members in planning strategies and interventions for students and assessing their effectiveness;

i. Assisting the administration in planning and facilitating professional development and improvement efforts; and

(3) Expertise in:

a. The nature, uses, and limitations of a variety of psychological educational assessments; and

b. Research-validated educational accommodations, modification, supports, and interventions.

Ed 508.05—~~Application Form: Business Administrator~~**School Speech-Language Specialist.**

~~— (a) Applicants for a credential pursuant to Ed 506.01 shall provide the following required information or documents, except where specified as optional, on or with the form titled "Application for Certification as Superintendent, Principal Instructional Leader, or Associate Principal":~~

~~— (1) Social security number, unless the applicant chooses to have the department supply an alternative number, subject to the provisions of (b) and (c) below;~~

~~— (2) Date of birth;~~

~~— (3) Name;~~

~~— (4) Address;~~

~~— (5) Sex, which may be specified at the option of the applicant;~~

- ~~_____ (6) Telephone number;~~
- ~~_____ (7) Date of application;~~
- ~~_____ (8) Educational information, including the following:~~
 - ~~_____ a. Degree;~~
 - ~~_____ b. Major;~~
 - ~~_____ c. State;~~
 - ~~_____ d. College;~~
 - ~~_____ e. Date degree granted; and~~
 - ~~_____ f. Official transcript (s) with seal and signature for each degree listed;~~
- ~~_____ (9) Educational or business management employment record for last 7 years including:~~
 - ~~_____ a. Dates;~~
 - ~~_____ b. State;~~
 - ~~_____ c. School district or other employing entity;~~
 - ~~_____ d. Position;~~
 - ~~_____ e. Credential held, if any;~~
 - ~~_____ f. Number of years of any public school business management experience;~~
 - ~~_____ g. Number of years of any non public school business management experience;~~
 - ~~_____ h. Number of years of any business management experience in other than a school setting; and~~
 - ~~_____ i. Copy/copies of any credentials relating to educational management held in other states;~~
- ~~_____ (10) Whether the applicant ever held a New Hampshire educational credential and, if so, the year it expired and the name under which it was issued;~~
- ~~_____ (11) Whether the applicant has ever been convicted of a felony and, if so, an explanation;~~
- ~~_____ (12) Whether the applicant has ever had a teaching or school administrative credential revoked or suspended and, if so, an explanation;~~

~~_____ (13) Whether the applicant has ever been subject of an investigation for professional misconduct in New Hampshire, another state, or territory of the United States, or foreign country and, if so, an explanation; and~~

~~_____ (14) Identification of ethnic origin, which may be specified at the option of the applicant, including one of the following categories:~~

~~_____ a. American Indian;~~

~~_____ b. Asian/Pacific;~~

~~_____ c. African American/Non-Hispanic;~~

~~_____ d. White/Non-Hispanic;~~

~~_____ e. Hispanic;~~

~~_____ f. Multi-ethnic; and~~

~~_____ g. Other/do not wish to specify.~~

~~_____ (b) If an applicant provides a social security number under (a)(1) above, the social security number shall be used by the bureau for the purposes of generating data on teacher salaries or such other purposes as authorized by law including but not limited to RSA 161-B:11, VI a.~~

~~_____ (c) If an applicant chooses to have the department supply an alternative number, the department shall use the teacher number generated by the electronic educator information system and it shall be used as specified in (b).~~

~~_____ (d) The applicant shall request that the designated official of the college/university program to certify in accordance with his/her college or university's established format the applicant's successful completion of a business administration program by submitting a letter indicating or including the:~~

~~_____ (1) Year of graduation;~~

~~_____ (2) Type of program completed;~~

~~_____ (3) Field of preparation and code;~~

~~_____ (4) College seal;~~

~~_____ (5) Actual signature of certifying officer as opposed to rubber stamp; and~~

~~_____ (6) Date of certification.~~

~~_____ (e) The applicant shall execute a notarized signature declaration and verification statement for the application, consistent with the requirements of RSA 189:14 g.~~

~~_____ (f) Filing of the completed application, supporting documentation and filing fee pursuant to Ed 508.06 with the bureau, shall be the responsibility of the applicant.~~

(a) To be certified as a speech-language specialist, a candidate shall meet the following entry level requirements relative to education and experience:

- (1) The general education requirements specified in Ed 505.06, if applicable;*
- (2) The professional education requirements specified in 505.07, if applicable; and*
- (3) Hold a master's degree in speech-language pathology or communication sciences and disorders and meet the speech-language specialist competencies.*

(b) For candidates seeking certification through an alternative 3, 4 or 5 pathway, the department of education shall assess the skills, competencies and knowledge of candidates for certification as school speech-language specialists by reviewing evidence, such as, but not limited to, college course work, documented professional experience, letters of recommendation, professional development hours or CEUs, and artifacts of professional practice.

(c) A candidate for certification as a speech-language specialist shall have gained the following skills, competencies, and knowledge through a combination of academic and supervised practical experiences in the following areas:

(1) In the area of core competencies in communication:

a. A knowledge of professional conduct including how to understand and respect student and family confidentiality;

b. A knowledge of basic communication science, which for this field shall include:

- 1. Normal language acquisition and implications for multi-cultural application;*
- 2. Phonetics and phonology;*
- 3. Speech and hearing science;*
- 4. Basic audiology;*
- 5. Anatomy and physiology of the speech and hearing mechanism;*
- 6. Neurology of speech and language; and*
- 7. Swallowing;*

c. A knowledge of assessment and intervention techniques related to a broad range of disabilities students might exhibit, any one or combination of which might affect their academic performance and thus place them at risk in terms of their receiving a free and appropriate public education in the least restrictive environment. Disabilities, including the following:

- 1. Fluency disorders such as stuttering;*
- 2. Organic pathologies such as cerebral palsy and traumatic brain injury;*

3. *Articulation and phonological disorders;*
 4. *Language disorders, including expressive, receptive, and social pragmatic language disorders;*
 5. *Phonological awareness in relation to literacy disorders;*
 6. *Auditory perception, including central auditory processing disorders;*
 7. *Voice and resonance disorders;*
 8. *Augmentative and alternative communication (AAC) modalities such as sign language and speech generating devices; and*
 9. *Autism spectrum disorders;*
- d. *The ability to evaluate existing research, conduct and interpret applied research, and utilize evidence-based practices in assessment and intervention;*
- e. *The ability to administer and interpret the results of a variety of formal and informal screening tools and diagnostic instruments in the areas of:*
1. *Phonology and articulation; including motor speech disorders;*
 2. *Early childhood and school age language;*
 3. *Oral language as it relates to expressive and receptive language;*
 4. *Dysphagia;*
 5. *Fluency;*
 6. *Hearing and auditory processing disorders;*
 7. *Voice and resonance; and*
 8. *Augmentative and alternative communication (AAC);*
- f. *A knowledge of diagnostics and evaluation to identify the presence of a communication disorder and identify an educational disability in the area of speech, language, or hearing impairment which shall include the ability to:*
1. *Collect quantitative and qualitative data to assist in identifying:*
 - (i) *Student learning strengths and needs;*
 - (ii) *Learning styles; and*
 - (iii) *Interpersonal skills; and*

2. Demonstrate the ability to synthesize data and to develop individualized education programs and methods of assessing progress as described in Ed 1109 and 34 CFR 300.320; and

g. A knowledge of and skills necessary to implement various evidence-based models of service delivery such as individual and group; direct, collaborative and consultative relative to specific communication disorders listed in Ed 507.23(b)(1)(c) which shall include the ability to:

1. Coordinate the provision of services with other school personnel who provide non-speech and language services to students;

2. Apply evidence-based practices in developing and integrating therapeutic goals within the classroom, curriculum or both;

3. Demonstrate the ability to evaluate the attainment of treatment goals in relation to the curriculum using:

(i) Qualitative methods, including but not limited to educator reports, student reports, and observations, and;

(ii) Quantitative methods, including but not limited to the use of standardized tests; and

4. Modify individual student programs based on on-going assessment; and

(2) Concerning school-based delivery systems:

a. A knowledge of educational systems including school operations and administrative organizations;

b. A knowledge of general and special education laws, including but not limited to federal statutes and regulations, state statutes and rules, and related case law;

c. The ability to participate in the development of individualized education programs and accommodation plans as outlined in Section 504 of the Rehabilitation Act of 1973;

d. The ability to analyze, evaluate, and employ curriculum and classroom-based teaching techniques and materials to support speech and language development;

e. The ability to understand the relationship between communication, language, and reading and writing in classroom-based instruction;

f. The ability to develop, evaluate, and modify curriculum and monitor student progress in academic areas as related to speech, language and communication;

g. A knowledge of school, community, state and federal resources to support students and their families in the school setting;

h. A knowledge of methods and activities for integrating life skills into specific subject areas and related services to promote independent living, social and interpersonal skills;

j. The ability to supervise paraeducators, tutors or speech-language assistants in targeting and generalizing speech and language goals; and

k. The ability to utilize augmentative and alternative communication systems and technology to foster the participation, interaction, and inclusion of children for whom speech is not their primary mode of communication.

(d) Any person who is licensed in the state of New Hampshire as a speech-language pathologist by the governing board of speech-language pathology shall be considered to have met the requirements of Ed 507.23 for the purposes of obtaining a state board of education issued license required for employment by a public school.

Readopt with amendment Ed 508.06, effective 11-14-17 (Documents #12418), to read as follows:

Ed 508.06—~~Fees.~~ **Library Media Coordinator.** Fees shall be paid in accordance with the following requirements:

——(a) All checks or money orders for bureau of credentialing applications shall be made payable to "Treasurer, State of New Hampshire."

——(b) An application shall not be complete until all the application materials including the proper fee have been filed with the bureau.

——(c) The required educator certification fees shall be in accordance with RSA 186:11,X(b), and the fee schedule set forth in Table 508-1 below, with the following fees reflecting the actual cost of the service listed:

Table 508-1 Bureau of Credentialing Fee Schedule

SERVICE	Initial Fee	Renewal Fee
Alternative 3B Processing Fee	\$ 300.00	— N/A
Beginner Educator Certificate (BEC)	\$ 130.00	\$ 130.00
Experienced Educator Certificate (EEC)	\$ 130.00	\$ 130.00
Endorsement— Add to BEC or EEC	\$ 20.00 each endorsement	— N/A
Intern License— Alternative 4 (up to 3 years)	\$ 130.00	— N/A
Intern License— Alternative 5 (up to 2 years)	\$ 130.00	— N/A
Master Teacher— National Level Certification	\$ 250.00	\$ 250.00
Master Teacher— All other candidates	\$ 800.00	\$ 250.00
Paraprofessional I and II	\$ 25.00	\$ 25.00
Permission to Employ	\$ 50.00	— N/A
Statement of Eligibility	\$ 50.00 each endorsement	— N/A
School Nurse I— 3 years with one time renewal option	\$ 75.00	\$ 75.00

School Nurse II	\$ 0.00	\$ 75.00
School Nurse III	\$ 75.00	\$ 75.00
Duplicate Certificate	\$ 20.00	N/A
Late Filing Fee – Renewal of any certificate after 6/30 each year	\$ 50.00	N/A

(a) An individual shall have the following entry level requirements to be licensed as a library media coordinator:

(1) Have completed a minimum of 3 years' experience as a library media specialist as documented by positive recommendations or evaluations from the candidate's supervisor(s) which demonstrate that the candidate has acquired the competencies outlined in Ed 507.21; and

(2) Have at least completed a master's degree program in library science, library and information studies, or a closely related field such as education.

(b) Candidates shall file the following materials and documents with the bureau of credentialing:

(1) Completed application forms containing the information required in Ed 508.04;

(2) Previous work record;

(3) Education record; and

(4) A minimum of 3 confidential references from persons who can attest to the candidate's proficiencies in the required leadership area.

(c) Candidates for licensure as a library media coordinator shall have skills, competencies, and knowledge in the following areas:

(1) In the area of program management and leadership, the ability to:

a. Provide effective leadership and coordination in developing, implementing, and evaluating a comprehensive, system-wide school library media program;

b. Develop and implement a strategic plan for the school library media program to meet system-wide goals while allowing for differences of individual schools;

c. Communicate the school library media program's vision, goals, and priorities to the educational system and the community;

d. Coordinate collection development and programming for system-wide libraries;

e. Plan and manage information literacy instruction efforts for students and teachers;

f. Plan and manage virtual and physical resources, systems and services to support teaching and learning;

g. Coordinate the planning and design of new, renovated, and existing school library media facilities and system-wide infrastructure;

h. Develop policy recommendations and implement established adopted policies and procedures; and

i. Advocate for the centrality of the library media program to the learning of students;

(2) In the area of fiscal management, the ability to:

a. Prepare budgets in collaboration with school leaders, departments or agencies to ensure equitable services and resources;

b. Maintain accurate records and inventories to prepare reports; and

c. Research grants and other external funding opportunities for the support and enhancement of student learning resources and results;

(3) In the area of information management, the ability to:

a. Provide trustworthy information on promising and proven practices keyed to system-wide priorities to improve student achievement as well as educator and school leader effectiveness;

b. Collaborate with other libraries and agencies to share resources and enhance the system's learning climate, learning opportunities and learning results;

c. Advise all school system personnel regarding the importance of the principles of intellectual freedom and ethical behavior, and advocate for the integration of these principles in system policies and programs; and

d. Work with system and school leaders as well as educators to ensure standardization of equipment and equity of resources across programs and buildings; and

(4) In the area of personnel management, the ability to:

a. Advocate for the American Association of School Librarians (AASL) recommended level of staffing for school library media centers;

b. Collaborate with principals and site-based committees in the selection and placement of school library media personnel; and

c. Work with school leaders to supervise, support and evaluate the system's school library media personnel in the operation of their school library media program.

Readopt with amendment and renumber Ed 507.21 as Ed 508.07, effective 6-22-12 (Document #10151), to read as follows:

Ed 5078.2107 **Library Media Specialist**. ~~The following requirements shall apply to the certification of a library media specialist in grades K-12:~~

(a) To be certified as a library media specialist, the candidate shall have a bachelor's degree; ~~and~~.

(b) A candidate for ~~certification~~ **licensure** as a library media specialist shall have the following skills, competencies, and knowledge ~~through a combination of academic and supervised practical experiences~~ in the following areas:

(1) In the area of teaching for learning, the ability to:

a. Demonstrate that she or he is a skilled ~~educator~~ **instructional specialist** who ensures that learners become effective and ethical users and creators of ideas and information, through:

1. Applying knowledge of learners and learning, including:

(i) Learning styles;

(ii) Stages of human development;

(iii) Cultural influences; and

(iv) Physical and intellectual abilities and needs;

2. Providing instruction in multiple literacies;

3. Promoting inquiry-based learning; and

4. Providing authentic learning experience;

b. Design and implement instructional strategies that engage students' interests and develop their ability to:

1. Inquire;

2. Think both critically and creatively; and

3. Ethically gain and share knowledge;

c. Utilize the assessment of student learning to inform practice;

d. Model, share, and promote effective principles of teaching and learning as collaborative partners with other educators;

e. Collaborate with students, other educators, and administrators to efficiently access, interpret, and communicate information;

f. Design and provide professional development which enables other educators and administrators to:

1. Locate research-based information relevant to their professional practice; and
 2. Integrate best practices into their curricula; and
- g. Integrate the use of current technologies as a means for effective and creative teaching and to support students' conceptual understanding, critical thinking, and creative processes;
- (2) In the area of literacy and reading, the ability to:
- a. Demonstrate knowledge of children's, young adult, and professional literature to guide and support reading for information, reading for pleasure, and reading for lifelong learning in multiple languages and formats such as but not limited to materials in print, e-book, digital, audio and braille;
 - b. Use a variety of strategies to promote reading, viewing, and listening, for learning, personal growth, and enjoyment;
 - c. Develop a collection of reading and information materials in print and digital formats that support the diverse developmental, cultural, social, and linguistic needs of the learning community;
 - d. Collaborate with staff to design and implement authentic and engaging instructional strategies that reinforce reading instruction to ensure students are able to create meaning from text;
 - e. Model personal enjoyment of reading in order to motivate lifelong reading in students; and
 - f. Integrate the use of current technologies that support literacy and reading;
- (3) In the area of information and knowledge, the ability to:
- a. Model multiple strategies for students, teachers and administrators and other members of the school community to locate, evaluate, and ethically use information;
 - b. Identify physical, socioeconomic and intellectual barriers to equitable school, home and community access to learning resources and services;
 - c. Develop and promote solutions to address barriers to equitable access to learning resources and services;
 - d. Provide a variety of learning resources and services to support the needs of diverse learners;
 - e. Support flexible, open access to library services, including, but not limited to 24/7 access to online databases, library websites, and related instructional support resources;
 - f. Model and communicate the legal and ethical principles of the profession;

g. Demonstrate proficiency in the use of 21st century tools to continuously improve their professional practice; and

h. Interpret and use a variety of data, including evidence-based action research, to create and share new knowledge to improve practice in school libraries;

(4) In the area of advocacy and leadership, the ability to:

a. Utilize evidence-based practice and research to communicate the centrality of the library program to a school's ability to:

1. Meet and exceed local, state and national content standards;

2. Improve student learning;

3. Meet the challenges of the learners, the skills, and the learning environments of the 21st century; and

4. Integrate the use of current technologies as a means for effective and creative teaching and learning;

b. Advocate for intellectual freedom, equity of access, and privacy rights;

c. Educate the school community on the ethical use of information and ideas;

d. Establish connections with other libraries and strengthen cooperation among library colleagues for resource sharing, networking, and facilitating access to information;

e. Plan for and participate in ongoing professional growth and leadership opportunities, informed by reflective practice;

f. Engage in school improvement processes, such as but not limited to curriculum development; and

g. Document and communicate the impact of collaborative instruction on student learning; and

(5) In the area of program management and administration, the ability to:

a. Communicate and collaborate with students, staff, administrators, and community members to design and develop a library program that aligns resources and services with the school's mission, in accordance with New Hampshire school approval standards Ed 306.08, instructional resources and Ed 306.42, information and communication technology;

b. Manage, organize, and evaluate school library physical resources such as facilities, fiscal resources such as budgets, and human resources such as personnel, including volunteers, to enhance the use of information resources and services and to ensure equitable access to all resources for all users;

c. Make use of data to evaluate and improve the school library program;

d. Develop, implement, and evaluate policies and procedures consistent with:

1. School, district, state, and national standards;
2. Relevant laws and legislation;
3. Privacy rights;
4. Equity of access; and
5. The tenets of intellectual freedom;

e. Create and implement a collection development policy that demonstrates knowledge of principles related to selection, acquisition, organization, evaluation, and reconsideration of library resources;

f. Evaluate and select print, non-print, and digital resources using professional selection tools and evaluation criteria to develop a relevant, balanced collection designed to meet the diverse curricular, personal, and professional needs of students, staff, and administrators;

g. Organize a school library collection according to current library cataloging and classification principles and standards; and

h. Ensure integration of current research findings and best practices into the school library program by keeping up to date with local, state, and national education, technology, and information initiatives.

Readopt with amendment and renumber Ed 507.22 as Ed 508.08, effective 11-9-18 (Document #12662), to read as follows:

~~Ed 507.22~~ **508.08 Digital Learning Specialist.** The following requirements shall apply to the certification of a digital learning specialist:

(a) To be certified as a digital learning specialist, the candidate shall have:

- (1) At least a bachelor's degree; and
- (2) Qualify for certification under one of the credentialing pathways in Ed 505.01 – Ed 505.05 having also met the requirements of (c) below.

~~(b) For candidates seeking a credential through an alternative 3, 4, or 5 pathway, the department of education shall assess the skills, competencies, and knowledge of candidates for certification as digital learning specialists by reviewing evidence such as, but not limited to, college course work, documented professional experience, letters of recommendation, professional development hours or CEUs, and artifacts of professional practice.~~

~~(eb) The a candidate for licensure as a digital learning specialist shall have the following skills, competencies, and knowledge, gained through a combination of academic and supervised field-based~~

experience as a digital designer, digital learner, digital citizen, collaborative coach, and visionary leader as follows:

- (1) As a digital designer, effectively use technology with differentiation, rigor, relevance, and engaging learning experiences in his or her practice of teaching, learning, and assessment by the ability to:
 - a. Design and implement digitally-based learning experiences with multiple and varied formative and summative assessments;
 - b. Model and promote the use of adaptive and assistive technologies and other digital tools and resources to personalize and differentiate activities for all learners;
 - c. Collaborate with other educators to help design and implement the student digital portfolio processes and procedures as specified in Ed 306.42; and
 - d. Promote student reflection using collaborative tools to reveal and clarify students conceptual understanding;
- (2) As a digital learner, continue to deepen knowledge and expertise with technological concepts and pedagogy as follows:
 - a. Use knowledge of digital tools to model, promote, and facilitate experiences that advance learner competency, creativity, and innovation in both face-to-face and virtual environments;
 - b. Collaborate with other educators to promote innovative and creative thinking using digital tools to engage learners in real-world problem solving;
 - c. Collaborate with other educators to model, design, and implement technology-enhanced learning experiences addressing both technology and content standards; and
 - d. Illustrate how state and national standards are implemented within the curriculum;
- (3) As a digital citizen, model responsible and safe participation in the digital world with the ability to:
 - a. Model and promote safe, ethical, and legal practices related to digital tools and resources;
 - b. Model and promote digital etiquette, awareness of digital identity and privacy, and responsible social interactions related to the use of digital tools and resources; and
 - c. Model and promote diversity, cultural understanding, and global awareness using digital communication and collaborative tools and resources to interact locally and globally;
- (4) As a collaborative coach, develop innovative professional learning opportunities and evaluate the impact on instructional practice and learner competencies with the ability to:

- a. Model and promote effective management and use of digital tools and resources to support technology rich learning environments;
 - b. Evaluate, adapt, and reflect on digital tools, resources, and emerging trends by participating in local and global learning communities and by reviewing current research and evidence-based innovative practices; and
 - c. Promote the role of digital media literacies to best equip learners to succeed in a globally interconnected, multicultural world; and
- (5) As a visionary leader, promote and participate in the development and implementation of collaborative strategies for the comprehensive integration of technology to foster excellence to support transformational change throughout the instructional environment with the ability to:
- a. Promote and participate in the development and implementation of a shared vision for the comprehensive integration of technology to support learning opportunities for all learners and educators;
 - b. Promote and participate in the planning, development, communication, implementation, and evaluation of technology-infused strategic plans and adoption of new digital resources and tools at the district and school levels; and
 - c. Promote and participate in the implementation strategies for initiating and sustaining technology innovations and manage the change process in schools and classrooms.

Readopt with amendment and renumber Ed 507.12 as Ed 508.09, effective 3-24-17 (Document #12142), to read as follows:

~~Ed 507.23~~ **508.09** Reading and Writing Specialist.

(a) A candidate for ~~certification~~ **licensure** as a reading and writing specialist for grades K-12 shall meet the following entry level requirements:

- (1) At least a master's degree in literacy or a related field;
- (2) The general education requirements specified in Ed 505.06;
- (3) The professional education requirements specified in Ed 505.07 if applicable; and
- (4) Completed at least 3 years of classroom teaching;

(b) A candidate for ~~certification~~ **licensure** as a reading and writing specialist for grades K-12 shall have the following skills, competencies, and knowledge ~~through a combination of academic and supervised practical experiences~~ in the following areas:

- (1) In the area of knowledge of the theoretical and evidence-based foundations of reading and writing processes and instruction, the ability to:

- a. Demonstrate knowledge of cognitive, sociocultural and diverse linguistic foundations of reading and writing processes and instruction;
- b. Demonstrate knowledge of current practices, research, and historical developments in reading and writing;
- c. Demonstrate knowledge of language development as it relates to acquisition of reading and writing, the variations related to sociocultural and linguistic diversity, and the basics of second language acquisition;
- d. Demonstrate knowledge of the major components of reading instruction and curriculum, including the ability to:

- 1. Understand the relationship between print and sounds, including phonemic awareness, phonics and other word identification strategies, and their role in fluent reading;
- 2. Explain how background knowledge, vocabulary knowledge, text comprehension strategies, and motivation are integrated in reading; and
- 3. Describe how reading strategies are taught across all content areas, including but not limited to English, ESOL, mathematics, science, and social studies; and

- e. Demonstrate knowledge of major components of writing instruction, including the ability to:

- 1. Demonstrate knowledge of the development of spelling, its instruction, and its relationship to word recognition and word meaning;
- 2. Demonstrate the knowledge of the mechanics of writing, including punctuation, grammar, spelling, and letter formation;
- 3. Understand recursive strategies for planning, drafting, revising and editing writing; and
- 4. Describe models for integrating writing across the curriculum;

- (2) In the area of instructional strategies and curriculum materials in reading and writing, the ability to recognize the importance of, demonstrate, and facilitate professional learning and leadership by:

- a. Selecting and implementing instructional approaches and materials that utilize evidence-based rationale, consider student needs, and support classroom teachers and paraeducators in their use of instructional strategies and grouping; and
- b. Using a wide range of evidence-based curriculum materials including structured literacy approaches in effective reading and writing instruction for struggling reluctant learners, including those identified through the screening required by RSA 200:59, I as having potential indicators or risk factors of dyslexia and related disorders at different stages of literacy development and from different sociocultural and linguistic backgrounds;

(3) In the area of assessment and evaluation of reading and writing, the ability to:

- a. Understand the terminology, processes, and procedures used in formal and informal assessments, including English language learners' proficiency levels;
- b. Use a variety of formal and informal assessment tools and practices to plan, evaluate and communicate effective reading and writing instruction by:
 - 1. Supporting the classroom teacher in the assessment of the reading and writing abilities of individual students; and
 - 2. Extending the assessment further to determine proficiencies and difficulties for appropriate services;
- c. Use assessment information to plan, evaluate, differentiate and revise effective instruction that meets the needs of all students, including those identified through the screening required by RSA 200:59, I as having potential indicators or risk factors of dyslexia and related disorders by:
 - 1. Assisting teachers, specialists and paraeducators in using assessments to plan and implement instruction for all students;
 - 2. Engaging students in using assistive technology to address their needs in learning and communicating; and
 - 3. Collaboratively collecting, analyzing and using school-wide assessment data to improve school and district literacy instruction and programs;
- d. Communicate results of assessments and screenings to a variety of audiences, including students, families, administrators, teachers, specialists, and policymakers; and
- e. Demonstrate knowledge of current issues, practices and policies related to the assessment, evaluation and instruction of reading and writing;

(4) In the area of creating a literate environment that fosters reading and writing, the ability to:

- a. Use students' interests, backgrounds and abilities in reading and writing, as foundations for the reading and writing program, including the ability to:
 - 1. Assist the classroom teacher in demonstrating a respectful attitude toward all learners and understand the roles of choice, motivation and scaffolded instructional support in creating positive and supportive environments;
 - 2. Assist the classroom teacher and paraeducator in selecting literature, materials, and activities that match the reading levels and writing development of all students;

3. Demonstrate models of teaching that provide authentic purposes for reading and writing; and
 4. Help the classroom teacher to use evidence-based rationale to make and monitor flexible instructional grouping options for students;
 - b. Select books, technology-based information, and non-print materials representing multiple levels, broad interest, and cultural and linguistic backgrounds;
 - c. Provide opportunities for learners to write for personal, social, academic, and vocational or professional purposes;
 - d. Collaborate with building and district administrators to establish and to manage a literacy budget; and
 - e. Provide educational opportunities, information, and support for families and the community; and
- (5) In the area of viewing professional development as a career-long effort and responsibility, the ability to:
- a. Participate in, initiate, implement, and evaluate professional development programs;
 - b. Support, demonstrate, and assist professional development in the teaching of reading and writing to paraeducators, teachers and administrators;
 - c. Engage in collaboration and dialogue with teachers and reading specialists to reflect on teaching practices and improve instruction;
 - d. Display positive habits related to the candidate's own reading and writing and the teaching of reading and writing, and pursue the development of individual professional knowledge and behaviors; and
 - e. Advocate for important professional needs with administrators, school boards, and local, state, and federal policymaking bodies.

~~Ed 5078.25410~~ Ed 5078.25410 Elementary Mathematics Specialist for Grades K-6.

(a) A candidate for ~~certification~~ **licensure** as a mathematics specialist for grades K-6 shall meet the following entry level requirements:

- (1) The candidate shall have at least a master's degree in mathematics, education or a related field and can document a passing score on the Praxis II Middle School Mathematics test or equivalent;
- (2) The general education requirements specified in Ed 505.06;
- (3) The professional education requirements specified in Ed 505.07;
- (4) Hold a valid experienced educator endorsement; and

(5) Completed at least 3 years of successful classroom teaching of mathematics within grades pk-6.

(b) A candidate for ~~certification~~ **licensure** as an elementary mathematics specialist for grades pk-6 shall have ~~the following~~ skills, competencies, and knowledge through a combination of academic and supervised practical experiences (three semester hours or equivalent in a supervised practicum or school-based internship) in the following areas:

(1) In the area of content knowledge have the ability to:

- a. Apply knowledge of major pk-6 mathematical concepts, algorithms, procedures and connections;
- b. Demonstrate an understanding of the sequential nature of mathematics and the mathematical structures and connections inherent in the following content domains:

1. In the domain of number and operations have the ability to:

- (i) Demonstrate knowledge of pre-number and early number concepts;
- (ii) Interpret and represent number systems including whole numbers, integers, rationals, irrationals, reals and the application of their properties;
- (iii) Demonstrate knowledge of concepts and applications of number theory including multiplicative arithmetic;
- (iv) Demonstrate a variety of interpretations of the 4 operations of arithmetic and of the common ways they can be applied; and
- (v) Use proportional reasoning demonstrating connections to fractions, ratios, rates, and scaling;

2. In the domain of functions and algebra have the ability to:

- (i) Analyze and generalize a wide variety of patterns and functions for example linear, quadratic, and exponential moving fluently among representations including tables, graphs, written word, and symbolic rules;
- (ii) Analyze change and rates of change in various contexts including proportional and inversely proportional relationships;
- (iii) Model and solve problems, both mathematical and “real world,” using algebraic methods; and
- (iv) Apply the conventions of algebra that is the order of operations and the properties of real numbers commutative, associative, distributive, identity, inverse, and zero properties to algebraic expressions, equations, and inequalities;

3. In the domain of measurement have the ability to:

- (i) Utilize non-standard and standard units of measure using appropriate units, techniques, and tools;
- (ii) Model and use common units of geometric measures for: angles, perimeter, area and volume, through mathematical and practical contexts;
- (iii) Employ estimation as a way of understanding measurement units and processes of measuring those attributes;
- (iv) Apply measurement conversion strategies; and
- (v) Connect proportionality to measurement including similar figures;

4. In the domain of Geometry have the ability to:

- (i) Build and manipulate representations of two- and three-dimensional objects using concrete models, perspective drawings, projections, and dynamic geometry software;
- (ii) Analyze properties and relationships among geometric shapes and structures;
- (iii) Specify locations and describe spatial relationships using coordinate geometry;
- (iv) Apply transformations and compositions of transformations including dilations, translations, rotations, and reflections with symmetry, congruence, and similarity; and
- (v) Use geometric constructions and axiomatic reasoning to make and prove conjectures about geometric shapes and relations;

5. In the domain of data analysis and probability have the ability to:

- (i) Use data from a random sample to draw inferences about a population;
- (ii) Construct and interpret graphical displays of univariate data distributions for example, box plots and histograms;
- (iii) Summarize and describe univariate data in relation to its context by using measures including the mean, median, mode, interquartile range, and mean absolute deviation;
- (iv) Use scatterplots to analyze bivariate data and utilize lines of best fit to model the relationship between the variables; and
- (v) Determine the empirical and theoretical probability for both simple and compound events; and

c. Demonstrate knowledge of the history of mathematics, including the contributions of different individuals and cultures toward the development of mathematics and the role of mathematics in culture and society;

(2) In the area of mathematical practices have the ability to:

a. Communicate and demonstrate the importance of problem solving and its use in developing conceptual understanding;

b. Represent and model mathematical ideas;

c. Reason abstractly, reflectively, and quantitatively including constructing viable arguments and proofs;

d. Attend to precision;

e. Identify elements of structure and express regularity in patterns of mathematical reasoning;

f. Utilize appropriate mathematical vocabulary and symbols to communicate mathematical ideas; and

g. Demonstrate the interconnectedness of mathematical ideas including making connections across various content areas and real-world contexts;

(3) In the area of mathematical pedagogy have the ability to:

a. Plan and assist others in planning instruction incorporating a variety of strategies including mathematics-specific instructional technologies to build all students' conceptual understanding and procedural proficiency;

b. Analyze and consider research in planning for mathematics instruction;

c. Select and apply instructional techniques that assist in identifying and addressing student misconceptions;

d. Use mathematical content and pedagogical knowledge to select, use, adapt and determine the suitability of mathematics curricula and teaching materials for particular learning goals;

e. Understand students' development in mathematics using holistic, analytical, and diagnostic tools; and

f. Demonstrate developmentally appropriate use of assessments in their practice and train classroom teachers to administer and interpret assessment results; and

(4) In the area of professional knowledge and skills have the ability to:

a. Demonstrate mathematics-focused instructional leadership;

- b. Plan, develop, implement and evaluate mathematics-focused professional development programs;
- c. Evaluate the alignment of state mathematical standards, district curricula, state and local assessments and recommend appropriate adjustments;
- d. Support teachers in systematically reflecting on and learning from their mathematical practice;
- e. Collaborate with school-based professionals to develop evidence-based interventions for high-and low-achieving students; and
- f. Analyze and interpret mathematics assessment data and communicate results to appropriate and varied audiences.

PART Ed 509 CREDENTIAL RENEWAL AND VALIDITY

Readopt with amendment Ed 509.01, effective 11-14-17 (Document #12418), to read as follows:

Ed 509.01 Recommended Renewal; Process for Educators Currently Employed Under a Local NH Professional Development Master Plan.

(a) Educator ~~certificates~~ **licenses**, ~~including school nurse II and III~~, shall be renewed every 3 years, unless a professional or life certificate was issued prior to 1976.

(b) In addition to compliance with the requirements of this section, the following shall be required for renewal:

(1) Documentation that the **licensed** educator has met the requirements of Ed 509.03 and Ed 5123.04, or Ed 504.08, 504.09 and 5123.07 for school nurse; and

(2) Payment of the renewal fee **pursuant to Ed 505.08**.

(c) The ~~bureau~~ **department** shall provide opportunity for electronic submission of the documentation required under Ed 509.03 to the ~~superintendent for each school district, school administrative unit or both~~ **senior education official**.

(d) The ~~superintendent for each school administrative unit~~ **senior education official** shall verify that each **licensed** educator whose ~~teaching credentials~~ **license** requires renewal has completed professional development as required in Ed 5123.04. Verification shall include the name of the **licensed** educator and the **licensed** educator's area(s) of ~~certification~~ **endorsement**.

(e) It shall be the responsibility of the ~~certificate~~ **licensed holder educator** to pay the appropriate fee in a timely manner to the ~~bureau~~ **department** before the expiration of the educator's ~~certificate~~ **license**.

(f) Verifications under (c) and (d) above shall be made and the fee under (e) above shall be paid no later than June 30 of the year in which the ~~certificate~~ **license** is required to be renewed. Late filings shall be treated in accordance with Ed 509.04.

Readopt with amendment Ed 509.02, effective 11-14-17 (Document #12418), to read as follows:

Ed 509.02 Department of Education Renewal; Process for Educators Not Currently Employed Under a Local NH Professional Development Master Plan.

(a) Educator ~~certificates~~ **licenses**, ~~including school nurse II and III~~ shall be renewed every 3 years, unless a professional or life certificate was issued prior to 1976. School nurse I may renew one time after the first three years of the initial certification.

(b) In addition to compliance with the requirements of this section, the following shall be required for renewal:

(1) Documentation that the **licensed** educator has met the requirements of Ed 509.03 and Ed 5123.05, or Ed 504.08, 504.09 and 5123.07 for school nurse; and

(2) Payment of the renewal fee **pursuant to Ed 505.09**.

(c) Any *licensed* educator ~~or school nurse~~ not currently employed as a ~~certified educator or school nurse in by an~~, New Hampshire public school or teaching in a New Hampshire private school *or teaching in an, approved educational organization* with a valid New Hampshire *credential license* may submit documentation electronically to the ~~bureau~~ *department* or may apply for a renewal directly to:

~~Bureau of Credentialing~~

~~Division of Program Support~~

~~New Hampshire Department of Education~~

~~101 Pleasant Street~~

~~Concord, NH 03301-3860~~ *by following the application procedures outlined in Ed 505.07(b)(3), Ed 505.08, and Ed 505.09(a)-(d).*

(d) Any *licensed* educator ~~or school nurse~~ not currently employed by ~~an school district or school administrative unit~~ *approved educational organization* in New Hampshire shall comply with Ed 5123.05 or Ed 5123.07(b) for school nurse, and:

(1) Submit documentation electronically to the ~~bureau~~ *department* of such compliance; or

(2) Mail documentation directly to the ~~bureau~~ *department* documenting such compliance.

(e) Educators not employed under the jurisdiction of a state approved local master plan for professional development shall submit ~~the following~~ to the ~~bureau~~ *department* evidence of at least 75 hours of approved professional development activities during the 3-year period preceding the application for ~~credential~~ *license* renewal.

(f) A development activity shall be approved by the ~~bureau~~ *department* for purposes of (e) above if it includes one or more of the activities listed in Ed 5123.02(d)(10).

(g) An educator who holds *a* valid ~~credentials~~ *license* and is not employed in education for 3 or more years of service shall submit to the ~~bureau~~ *department* evidence of satisfactory professional growth listed in Ed 509.03 or Ed 5123.05 as a basis for renewal of his/her ~~credential~~ *license*.

(h) The same provisions for timely filing shall be the responsibility of the *licensed* educator pursuant to Ed 509.01.

Readopt with amendment Ed 509.03, effective 6-15-13 (Document #10362), to read as follows:

Ed 509.03 Renewal Documentation.

(a) The ~~school district or school administrative unit~~ shall submit *to the department, for each educator whose license is required to be renewed*, verification of professional development activities *taking place within the 3 years preceding expiration date of the license* ~~in the school district or school administrative unit~~ consistent with the local master plan for professional development pursuant to Ed 5123 ~~to the bureau for each educator whose credentials license are is required to be renewed, within the 3 years preceding the date of expiration of the credentials.~~

(b) Evidence of approved professional development activities in each subject area or field of specialization as required in accordance with Ed 5123.04 or Ed 5123.05, as applicable, shall be required for each ~~teacher~~ **educator** who holds a ~~credential~~ **license** in more than one ~~subject~~ **endorsement** area.

Ed 509.04 Late Filing.

(a) A renewal application shall be considered a late filing if it is received by the ~~bureau~~ **department** after July 1 of the year of filing, provided that the department provided notice that a ~~credential~~ **license** was due for renewal at least 3 months before July 1 to the:

(1) ~~Superintendent or the school administrative unit, in the case of an applicant employed by a school district or school administrative unit;~~ or

(2) Applicant, when the applicant is not employed by a ~~school district or school administrative unit.~~

(b) A late filing shall be accepted by the ~~bureau~~ **department** if the applicant meets ~~recertification~~ **renewal** requirements and files:

(1) A late filing fee of \$50.00; and

(2) The appropriate filing fee pursuant to Ed 508-065.08, which fee reflects the actual cost of processing the late filing as authorized under RSA 186:11, X(b).

Readopt with amendment Ed 509.05, effective 6-15-13 (Document #10362), to read as follows:

Ed 509.05 Fees. Payment of renewal fees shall be made in accordance with the rules and fee schedule in Ed 508-065.08.

PART Ed 512 DENIAL OF CERTIFICATION

REVISION NOTE:

Document #12661, effective 11-9-18, adopted some new rules, repealed some existing rules, and readopted with amendment, and often renumbered, other existing rules in Chapter Ed 500, especially in Part Ed 510 through Part Ed 512. The source notes in the existing rules that were readopted with amendment and renumbered, or simply renumbered, by Document #12661 indicate the former rule number. See Revision Notes for Part Ed 510 and Part Ed 511 for explanation of the changes to those rules.

Relative to Part Ed 512, Document #12661 readopted with amendment and renumbered the existing Ed 508.07, formerly titled "Denial of Initial Application", as Ed 512.01 titled "Denial of Credential" in Part Ed 512 titled "Denial of Certification". Part Ed 512 had formerly been numbered Part Ed 511 and titled "Denial, Suspension, or Revocation for Certified Personnel." Document #12661 also renumbered, but did not readopt, the existing Part Ed 512 and Part Ed 513 as, respectively, Part Ed 513 and Part Ed 514.

Readopt with amendment Ed 512.01, effective 11-9-18 (Document #12661), to read as follows:

Ed 512.01 Denial of Credential.

(a) A credential application shall be denied by the board based on the following grounds:

(1) Failure to meet the conditions for issuance of the license, endorsement, renewal, or reinstatement;

(2) The applicant has been charged pending disposition for, or convicted of any violation or attempted violation of any of the crimes enumerated in RSA 189:13-a, or has been convicted of any felony in any other state, territory, or country;

(43) The applicant is under investigation for, under suspension for, or has been revoked for a violation of the principles of professional conduct enumerated in Ed 510.01 through Ed 510.04; or

(54) The applicant is under investigation, under suspension, or has been revoked in any other state, jurisdiction, territory, or country.

(b) An applicant aggrieved by the decision of the ~~bureau~~ **department** to deny an application may file a petition for reconsideration along with supporting documentation to the director within 20 days after receipt of the denial decision. If the petition for reconsideration is denied, the applicant may appeal the ~~director~~**department's** decision pursuant to RSA 21-N:11, III, and Ed 200.

PART Ed 513 PROFESSIONAL DEVELOPMENT MASTER PLAN
AND ~~RECERTIFICATION~~ **RENEWAL**

Ed 513.01 Basic Requirement. Each ~~school administrative unit, local school district, or participating nonpublic school~~ **educational organization** shall prepare a 5-year master plan in accordance with requirements of this part.

Ed 513.02 Criteria for State Approval of Local Professional Development Master Plan. The following criteria shall apply to the approval of the master plan:

(a) Each ~~school administrative unit, local school district, or participating nonpublic school~~ **educational organization** shall file with the department the 5-year master plan required by Ed 513.01;

(b) The ~~local superintendent, district administrator, or non-public school administrator~~ **senior education official** shall establish a local professional development committee as follows:

(1) Include representation of ~~certified~~ **licensed** educators including teachers, paraeducators, certified licensed service professionals, and administrators. This committee may include local school board members, parents, or community lay persons; and

(2) Develop and monitor the master plan according to Ed 513.02 (c) through (g) under the direction of the ~~local superintendent, district administrator, or non-public school administrator~~ **senior education official** in accordance with local school board policies, state statutes and state board rules;

(c) The professional development master plan shall include the following:

(1) The process and procedures for establishment of a local professional development committee;

(2) A statement describing the purpose of the master plan that includes but is not limited to:

- a. The ~~district's~~ **educational organization's** definition of professional development that directs continuous professional learning to increase educator effectiveness and improve results for all students;
- b. The role of the plan in increasing educator effectiveness and the relationship between professional learning and the local evaluation system;
- c. The role of the plan in increasing student learning and academic achievement;
- d. The alignment with local, state, and national professional development standards; and
- e. The function and role of the plan for ~~recertification of all staff~~ **license renewal of all educators**;

(3) A statement describing the role and function of the local professional development committee which includes, but is not limited to ~~how~~:

- a. ~~How~~ **How** the committee will develop, monitor, implement, evaluate and propose changes to the plan;
- b. ~~How~~ **How** the committee will collaborate with other district committees or teams **in developing an overarching framework for professional development including, but not limited to:**
 1. ~~S~~ **S**chool improvement **committees**;
 2. ~~L~~ **L**ocal improvement **committees**; and
 3. ~~L~~ **L**eadership teams ~~in developing an overarching framework for professional development~~; and
- c. The committee will be involved with individual educator ~~recertification~~ **license renewal** and how appeals of decisions in that process will be handled;

(4) A description of the needs assessment process that includes a data collection system and how the school or district makes decisions regarding professional development priorities in order to:

- a. Identify student learning needs;
- b. Determine individual **licensed** educator goals;
- c. Determine ~~school or district~~ **educational organization** goals;
- d Evaluate student learning and **licensed** educator growth;

- e. Measure the effectiveness of an individual professional development plan; and
- f. Evaluate the effectiveness of the master professional development plan on an on-going basis;

(5) Procedures for recommending ~~individuals~~ **licensed educators** for ~~recertification~~ **licensure renewal** that provide evidence of each **licensed** educator's growth in:

- a. Knowledge of content area(s), subject, or field of specialization including requirements of individual ~~certifications~~ **endorsement areas** in Ed 506, ~~and 507, and 508~~;
- b. Pedagogy and knowledge of learners and learning as defined in Ed 610.02 and Ed 505.073;
- c. Professional standards as referenced in the local evaluation system; and
- d. Effective instructional practices related to school and district goals that increase student achievement as demonstrated by data such as but not limited to:
 - 1. The education improvement and assessment program, RSA 193-C:3, III;
 - 2. Portfolios;
 - 3. Analysis of student work;
 - 4. Standardized and other local assessment instruments; and
 - 5. Performance evaluations and portfolios of professional work;

(6) A description of the job-embedded and formal professional development activities that the school or district supports for a comprehensive, sustained, and intensive approach to improving ~~teacher and administrator~~ **educator** effectiveness in raising student achievement such as but not limited to:

- a. Observations;
- b. Independent study;
- c. Study groups and professional learning communities;
- d. Action research;
- e. Educational peer coaching;
- f. Mentoring;
- g. Curriculum, instruction, and assessment development;
- h. Lesson study;

- i. Collegiate or graduate course work; and
- j. Workshops, webinars and professional conferences;

(7) How the activities in (6) shall:

- a. Be facilitated by well-prepared school principals, ~~and/or~~ school-based professional development coaches, mentors, master teachers, or other teacher leaders;
- b. Engage **licensed** educators in a continuous cycle of improvement;
- c. Foster collective responsibility for improved student performance;
- d. Support coherent, sustained, and evidenced-based learning strategies; and
- e. Provide coaching or other forms of support to transfer new knowledge and skills to the classroom; and

(8) Describe differentiated processes to address the unique professional learning needs of all ~~employees, including teachers, administrators, educational interpreters, paraeducators, and other certified or licensed professional staff as well as the unique developmental needs of interns, Alternative IV and V candidates, beginning educators, experienced educators and master teachers~~ **credential holders**;

(d) The professional development master plan shall comply with state ~~certification~~ **credentialing** rules and with federal, state and local laws and regulations, including the local education improvement plan required in federal grant applications;

(e) The professional development master plan shall include the following processes for developing comprehensive 3-year individual professional development plans that describe how:

- (1) Individual plans are developed and goals are determined;
- (2) Individual plans and goals are approved;
- (3) Individual plans are formatively assessed and summatively evaluated;
- (4) Progress is documented and recorded by the district;
- (5) Activities and documentation from in-progress plans are accepted and transferred into the school or district including how district requirements are pro-rated for the remainder of the 3 year cycle;
- (6) Requirements for endorsements that are added mid-cycle are pro-rated;
- (7) Disputes are handled including an appeals process;
- (8) **Licensed** ~~E~~educators reflect on and provide evidence of the impact of professional learning on their own educational practices and on student learning; and

(9) Recommendations for ~~re-certification~~ **licensure renewal** are determined;

(f) The professional development master plan shall allow individuals **licensed educators** to document and provide evidence that they have met the requirements for ~~re-certification~~ **licensure renewal** as part of the differentiation of professional learning for the unique needs of **licensed** educators as follows:

(1) For all of the methods, the professional development master plan shall specify how individual **licensed** educators reflect on and provide evidence of the impact of professional learning on their own educational practices and on student learning and provide evidence that the professional development addresses:

- a. Increases in educator learning;
- b. Growth in student learning and academic achievement;
- c. Content area knowledge and pedagogy;
- d. The individual, ~~school, or district improvement~~ **educational organization** goal(s); and
- e. Professional standards such as those in the local evaluation plan; and

(2) Using any one of the following methods:

- a. The development of a body of evidence that documents job-embedded or formal professional development;
- b. An accumulation of a minimum of 75 continuing education hours with 30 hours for each endorsement area and 45 hours documenting job-embedded or formal professional development; or
- c. A combination of less than 75 continuing education units and evidence that together document job-embedded or formal professional development addressing the school or district improvement goal(s) and content area;

(g) The master plan shall be submitted to the ~~division director or designee of the~~ department;

(h) The ~~division director or designee~~ **department** shall review each professional development master plan and:

- (1) Approve such plan in writing if it meets the requirements of this section; or
- (2) Confirm in writing that the plan needs modification and a timeline for completing the required revisions;

(i) If the professional development master plan is amended by the school or district, the amendments shall be made in accordance with this section, as confirmed by the ~~division director or designee~~ **department**; and

(j) Representatives of the department shall make an on-site visitation, on an as-needed basis as determined by the department, in order to observe whether the local administration of the master plan adheres to the criteria set forth in this section.

Ed 513.03 Individual Professional Development Plan.

(a) Each ~~certified~~ **licensed** educator, including an educator with a professional certificate, shall develop, in collaboration with a supervisor or the supervisor's designee, an individual plan as follows:

(1) ~~An~~ **licensed** educator shall file the individual professional development plan with the ~~school administrative unit, local school district, or participating nonpublic school~~ **educational organization** for review and approval according to the criteria in (3) below;

(2) The individual professional development plan shall be developed for a 3-year period consistent with the **licensed** educator's ~~certification~~ **endorsement(s)** and incorporate one of the 3 options as defined in the local master plan; referenced in Ed 513.02(f)(2);

(3) The individual professional development plan shall include one or more goals for improving student learning and be developed from:

a. The **licensed** educator's self-assessment or reflection on competencies referenced in Ed 505.073 and the content area standards referenced in Ed 506, ~~and~~ Ed 507, **and 508**;

b. Analysis of student work;

c. Analysis of student achievement data, if available; and

d. A review of ~~school or district~~ **educational organization** master plan needs assessment; and

(4) The individual professional development plan shall outline the **licensed** educator's growth in the following:

a. Knowledge of content area(s), subject, or field of specialization, including requirements of individual ~~certifications~~, **endorsement(s)** in Ed 506, ~~and~~ 507, **and 508**;

b. Pedagogy and knowledge of learners and learning as defined in ~~Ed 610.02 and~~ Ed 505.073;

c. Professional standards as referenced in the local evaluation system; and

d. Effective instructional practices related to ~~school and district~~ **educational organization** goals that increase student achievement.

(b) Each ~~certified~~ **licensed** educator whose ~~credentials~~ **license** expires in a given year shall provide evidence of their individual plan including reflection. The individual plan shall be summatively evaluated as specified in the local professional development master plan.

(c) Professional development completed after nomination or election pursuant to RSA 189:14-a, shall be counted toward the next 3-year ~~recertification~~ **licensure renewal** cycle.

(d) A ~~certified~~ **licensed** educator who is employed under a master plan and who holds a professional certificate that supports his or her current assignment shall develop an individual professional development plan that supports the educator's current assignment.

(e) For multiple endorsement areas, the individual professional development plan shall address each endorsement area.

Ed 513.04 Criteria for Recertification of Educators Under the Professional Development Master Plan. The following criteria shall apply for recertification of educators under the professional development master plan:

(a) The professional development master plan shall require that every **licensed** educator applying for **licensure** renewal ~~of his/her credential~~ has the approval of the ~~local superintendent or district administrator or nonpublic school administrator~~ **senior education official** for the successful completion of the **licensed** educator's individual professional development plan, based on one of the options referenced in Ed 513.02(f)(2); and

(b) The individual professional development plan shall address the elements described in Ed 513.03(a)(4).

Ed 513.05 Criteria For Recertification of Educators Not Under the Local Professional Development Master Plan. ~~Certified~~ **Licensed** educators seeking ~~recertification~~ **licensure renewal** who are not employed by an ~~school administrative unit, a local school district, or a participating nonpublic school educational organization~~ shall:

(a) Comply with a professional development master plan prepared by the department; and

(b) Submit an individual professional development plan developed for a 3-year period, consistent with the **licensed** educator's ~~certification~~ **endorsement(s)**, to the ~~bureau~~ **department** for review, which shall be approved by the ~~bureau~~ **department** if it meets the following requirements:

- (1) An accumulation of a minimum of 75 continuing education hours with 30 hours for each endorsement area and 45 hours aligned with Ed 505.07 or a body of evidence as an alternative to the hours; and
- (2) Two or more goals for improving student learning, as developed from the educator's self-assessment or reflection on competencies referenced in Ed 505.07~~3~~ and the content area standards referenced in Ed 506, ~~and~~ Ed 507 **and 508**.

Source. #7045, eff 7-1-01; ss by #8335, eff 4-23-05; ss by #10245, eff 12-21-12; renumbered by #12661 (See Revision Note at part heading for Ed 512)

Ed 513.06 ~~Certified~~ **Licensed** Paraeducators II.I. Requirements for paraeducators certified under Ed 504.05 shall be as follows:

(a) For those ~~certified~~ **licensed** paraeducators who are employed by an agency listed in Ed 513.01, a minimum of 50 continuing education units shall be required in areas determined by the local professional development master plan required by this part; and

(b) For those ~~certified~~ **licensed** paraeducators who are not employed by an agency listed in Ed 513.01, a minimum of 50 continuing education units of paraeducator growth shall be required.

Ed 513.07 School Nurse. ***Renewal*** requirements for school nurse I, II and III ~~renewal certificates~~ shall be as follows:

(a) For those ~~certified~~ ***licensed*** school nurses who are employed by an agency listed in Ed 513.01, a minimum of 45 school nurse related continuing education units shall be required; and

(b) For those ~~certified~~ ***licensed*** school nurses who are not employed by an agency listed in Ed 513.01, a minimum of 45 school nurse related continuing education units shall be required.

Repeal Ed 514.01, effective 8-9-18 (Document #12661), as follows:

PART Ed 514 **REQUIREMENTS FOR INITIAL CERTIFICATION**

Ed 514.01 ~~Basic Academic Skills and Subject Area Assessment~~

~~—— (a) Except as described in paragraph (b), each candidate seeking initial teacher certification under one of the alternatives listed in Ed 505 shall pass a nationally recognized test of academic proficiency required by paragraph (d).~~

~~—— (b) A candidate for initial certification in a career and technical education (CTE) specialty area under Ed 505.04 or Ed 505.05 may substitute the following in lieu of a nationally recognized test of academic proficiency required by paragraph (d):~~

~~(1) Three years of full time experience in the area for which certification is sought; and~~

~~(2) Current industry recognized credential approved by the department in a published list of accepted credentials and appropriate to the CTE area in which certification is sought.~~

~~—— (c) Each candidate seeking teacher certification in any one of the major areas of concentration in which the state board has established a passing score shall pass a subject assessment test.~~

~~—— (d) The test used for the purposes of the basic academic skills assessment under (a) shall be a basic competency test, such as, but not limited to, the Praxis Core Academic Skills for Educators administered by Educational Testing Service, intended to measure the test taker's basic academic skills in the areas of reading, writing, and mathematics. In the area of reading, such a test shall measure reading comprehension and require the test taker to analyze content in a reading selection. In the area of writing, such a test shall measure ability to use grammar and language effectively and to communicate effectively in writing. In the area of mathematics, such a test shall measure a test taker's understanding of key mathematical concepts and ability for problem solving, reasoning, and estimating.~~

~~—— (e) The test used for the purposes of the subject assessment under (c) shall be a basic subject assessment test, such as, but not limited to, the subject area assessments administered by Educational Testing Service or Pearson Education, intended to measure the test taker's knowledge of the specific subject area of concentration in which the test taker seeks certification for a beginning teacher.~~

~~—— (f) The board shall assign the following qualifying scores following validation studies conducted in accordance with Ed 514.02, after considering recommendations of the validation studies and qualifying scores set by other states:~~

~~(1) Qualifying scores on each of the 3 Praxis Core Academic Skills for Educators assessments, namely, reading, writing, and mathematics;~~

~~(2) Performance at or above the fiftieth percentile on a nationally recognized test in the areas of reading, writing, and mathematics such as, but not limited to, the SAT, GRE, or ACT; or~~

~~(3) Qualifying scores on each of the subject assessments in (c).~~

~~— (g) Candidates shall be responsible for the actual cost of all assessments.~~

~~— (h) A candidate may take a basic academic skills assessment or the subject area assessment as often as they are administered until the candidate passes the assessment.~~

Repeal Ed 514.02, effective 9-16-11 (Document #12661), as follows:

~~— Ed 514.02 Validation Studies.~~

~~— (a) Validation studies shall be conducted by the company selected by the state board to administer educator testing for the purpose of validating assessments to be used in New Hampshire and recommending passing scores.~~

~~— (b) Validation studies shall include input from:~~

~~(1) The department;~~

~~(2) Teacher education institutions; and~~

~~(3) New Hampshire teachers with experience as an educator in the test areas.~~

~~— (c) The entities described in (b)(1) (3) above shall provide input and recommendations regarding:~~

~~(1) Test specifications appropriate for New Hampshire;~~

~~(2) Which assessments are appropriate for New Hampshire; and~~

~~(3) Passing scores on tests for New Hampshire.~~

Repeal Ed 514.03, effective 9-11-14 (Document #10667), as follows:

~~Ed 514.03 Highly Qualified Teacher.~~

~~— (a) Any individual may apply to the department of education for a statement of eligibility as a highly qualified teacher, who:~~

~~(1) Possesses a valid New Hampshire credential issued by the New Hampshire State Board of Education;~~

~~(2) Is not employed under an approved master plan at the time of application; and~~

~~(3) Has not been deemed highly qualified by a local education agency.~~

~~—— (b) The individual shall provide to the department documentation required under 20 USC §7801 (23)(C) to support a claim that the individual is a highly qualified teacher.~~

~~—— (c) If the department determines that the individual has met the requirements of 20 USC §7801 (23) (C) then it shall issue a statement of eligibility stating the individual is a highly qualified teacher.~~

~~—— (d) A highly qualified teacher statement of eligibility shall be valid for the duration of the credential.~~

~~—— (e) On the date that 20 USC §7801 (23) (C) is repealed or deemed ineffective by the United States Department of Education, the department shall cease to accept requests for highly qualified teacher statements of eligibility.~~

PART Ed 321 SCHOOL BUILDING CONSTRUCTION (Formerly Ed 305)

Readopt Ed 321.01, effective 6-15-13 (Document #10363), to read as follows:

Ed 321.01 Purpose. The purpose of Ed 321 is to provide requirements and standards for the construction of any facility to be used for the purpose of providing education to pupils in grades kindergarten through grade 12, and to provide requirements for how school building aid will be paid for that construction.

Readopt with amendment Ed 321.02, effective 6-15-13 (Document #10363), to read as follows:

Ed 321.02 Definitions. Except where the context makes another meaning clear, the following words have the meaning indicated when used in Ed 321:

(a) "Buildable land" also known as usable land means land upon which a school building, parking lot, on-site traffic circulation and drop-off locations, playgrounds or school playing field can be built. Wetlands, including required setbacks from wetlands, areas with slopes in excess of 60 percent areas with extensive amounts of bedrock within 6 feet of the surface, and sites known to be contaminated with hazardous materials are not buildable land-;

(b) "Construction cost" means the total cost of labor and materials for the construction of the foundation, erection of the structure, finish work, and the installation of equipment integral to the operation of building systems. The cost of site development is not included-

(c) "Department" means the New Hampshire department of education-;

(d) "Design capacity" means the maximum total number of students intended to be educated in a school building following completion of a construction project-;

(e) "Educational capacity of a school building" means the sum of the maximum number of students that can be simultaneously instructed in every educational space of the building using the minimum space allocations specified in Ed 321.10(g)-(i)-;

(f) "Educational space" means those parts of a school building to which pupils are assigned for instructional purposes. Educational space includes, but is not limited to, classrooms, laboratories, gymnasiums, and libraries-;

(g) "General purpose classroom" means an educational space intended for the instruction of a group of students that is suitable for teaching a variety of subjects and that requires no special permanently installed equipment or unusually large spaces-;

(h) "Laboratory" means an educational space intended for instruction involving hands-on student participation in a particular subject that requires specialized equipment, furnishings, or materials-;

(i) "Multi-purpose space" means areas within a school building that are used at different times for educational purposes and for support purposes-;

(j) "New construction" means construction work that results in the creation of a new building or additional space in an existing building-;

(k) "Renovation" means work involving upgrades to existing space in a building or conversion of the use of existing space in a building;

(l) "School building aid" means the state grants for the payment of a share of the cost for school construction under RSA 198:15-a;

(m) "Site development" is the work required to prepare the land for construction. It includes removal of trees and other vegetation, removal of existing structures, removal of rock, cutting and filling of earth, construction of access roads, driveways, and parking lots, installation of surface water drainage systems, and landscaping;

(n) "Substantial renovation" means:

(1) Construction done for the purpose of renewing a building that is valued at an amount greater than 25 percent of the cost to replace the building;

(2) To repair and bring the building back to new or good condition; or

(3) To prepare space for a new or different use;

(o) "Sufficient or adequate" means an amount of space, time, or material that will enable a particular function to proceed as intended without restriction or impediment from the size or condition of the physical facility, according to variations in enrollment, staffing, program, or level of instruction from one school to another;

(p) "Support space" means those parts of a school building that are generally used for purposes other than instruction. Support space includes offices, storage rooms, wash rooms, kitchens, cafeterias, and similar spaces;

(q) "Total cost" means the cost of all related land, labor and materials authorized by RSA 198:15-b,II for construction costs; **and**

(r) "Utilization rate" means the extent to which school buildings are used by comparing ~~actual student enrollment~~ **design capacity** to the educational capacity of the school expressed in a percentage figure. A 100 percent utilization rate means that every seat in every educational space is occupied for the majority of time throughout the school day.

Readopt Ed 321.03, effective 6-15-13 (Document #10363), as follows:

Ed 321.03 Minimum Standards for School Sites.

(a) A school site shall have safe access, parking, drainage, security, and sufficient buildable area to accommodate a school facility that complies with the minimum gross site sizes as described in Ed 321.03 (f).

(b) There shall be access for emergency vehicles from at least 2 directions unless waived by the local fire chief having jurisdiction for enforcement of the state fire code.

(c) The first occupied floor of school buildings located within a 100 year flood plain shall be constructed at an elevation at least 10 feet higher than the base flood elevation for a 100 year flood at that location.

(d) Prior to acquisition of a site, the school district shall have surveys conducted to ascertain, as much as practicable, that past use of the site has not resulted in conditions hazardous to public health, public safety, or to the environment, or matters of interest for historical preservation under RSA 227-C that cannot be adequately removed, abated, or mitigated.

(e) The following shall not be considered buildable land for the purpose of comparing a given site to the minimum site sizes in Ed 321.03 or to the maximum site sizes in Ed 321.04:

- (1) Wetlands, including required setbacks from wetlands;
- (2) Areas with slopes in excess of 60 percent;
- (3) Areas with extensive amounts of bedrock within 6 feet of the surface; and
- (4) Sites known to be contaminated with hazardous materials.

(f) The minimum site size approvable for school building aid for new construction, including additions to existing buildings, for elementary schools, middle schools, and high schools shall be as follows:

- (1) For an elementary school the minimum site size shall be 3 acres of contiguous buildable land for schools with a design capacity of less than 150 students and 5 acres of contiguous buildable land for schools with a design capacity of 150 students or higher;
- (2) For a middle school the minimum site size shall be 10 acres of contiguous buildable land. For middle schools with a design capacity greater than 1000 students there shall be one additional acre for each 300 students or fraction thereof above 1000 students; and
- (3) For a high school the minimum site size shall be 15 contiguous acres of buildable land, plus one additional acre for each 300 students or fraction thereof for the design capacity of the school building.

(g) Whenever a district has a school site that does not meet the site size requirements in Ed 321.03(f) for a new building or an addition to an existing building, the school board may request a waiver for the minimum site size under Ed 321.30.

(h) Renovations and substantial renovations apply only to buildings and specifically shall not include site improvements or modifications.

(i) Charter schools shall be exempt from the minimum site sizes in this section.

Readopt Ed 321.04, effective 6-15-13 (Document #10363), as follows:

Ed 321.04 Maximum Standards for School Building Aid for Land Acquisition.

(a) In accordance with RSA 198:15-b,IV(b)(2) school building aid for land acquisition shall be limited to the cost of:

- (1) Twenty acres of buildable land plus one acre for every 100 students or fraction thereof for elementary schools;

(2) Twenty-five acres of buildable land plus one acre for every 100 students or fraction thereof for middle schools; and

(3) Thirty acres of buildable land plus one acre for every 100 students or fraction thereof for high schools.

(b) Wetlands, including required setbacks, areas with slopes in excess of 60 percent, areas with extensive amounts of bedrock within 6 feet of the surface, or sites known to be contaminated with hazardous materials shall not be considered buildable land for the purpose of comparing a given site to the minimum or maximum site sizes in Ed 321.03 or Ed 321.04.

(c) For the purposes of Ed 321.04, design capacity shall be based upon reasonable enrollment projections developed through a statistically valid process. In approved situations, educational space may be built to one design capacity while core space is built to a larger capacity in anticipation of future expansion.

(d) Renovations and substantial renovations shall apply only to buildings and specifically shall not include site improvements or modifications.

(e) A school board or board of directors of a charter school may request a waiver under Ed 321.30 for the maximum amount of school building aid to which its district is entitled for land acquisition.

(f) For purposes of this section, every acre of land in a contiguous building site shall be assumed to have equal value which shall be determined by dividing the total cost of the land by the number of acres.

Readopt Ed 321.05, effective 6-15-13 (Document #10363), as follows:

Ed 321.05 Building Aid for School Sites and School Site Development.

(a) Aid payments on the purchase price or development costs of a school site shall not begin prior to the authorization of a building project for that site by the legislative body of the school district or board of directors of a charter school and approval for funding by the department.

(b) Aid payments shall be made on land acquisitions financed only by the actual expenditure of funds appropriated from taxation. Development costs on these parcels and those acquired by other means and incurred as a consequence of a school building project shall be eligible for aid, however.

(c) Aid payments on school sites or school site development shall, upon approval by the department, follow the same protocol as aid payments for building projects.

Readopt with amendment Ed 321.06, effective 6-15-13 (Document #10363), to read as follows:

Ed 321.06 Maximum Sizes for School Buildings. School building aid for new school buildings or additions to existing school buildings shall be limited to the following under RSA 198:15-b,IV, (b)(1) for:

(a) Elementary schools, 120 square feet/pupil;

(b) Middle schools, 140 square feet/pupil;

(c) High schools, not including space in regional vocational centers, 160 square feet/pupil;

(d) School buildings with a design capacity of less than 250 students shall be allowed 144 square feet/pupil for an elementary school, 168 square feet/pupil for a middle school, and 192 square feet/pupil for a high school;

(e) Individual buildings that house combinations of 2 or more levels shall be subject to the limits for the highest level to be housed in the building;

(f) ~~For construction of additions to existing buildings, the above limits shall be applied to the size of the entire building following completion of the addition.~~ ***All spaces constructed using building aid in the past 50 years shall be included in the square footage when calculating the limits above.*** Conditions in the existing building that cause the total project to exceed the maximum size limits shall constitute sufficient justification for a waiver of the limits as authorized by RSA 198:15-b,IV,(d), provided that the size of the newly constructed space is consistent with similar spaces in an entirely new building that meets the limits; and

(g) The above limits shall be waived by the commissioner of the department or the commissioner's designee upon a written request for a waiver from the school district under Ed 321.30, and after making a finding of good cause. A finding of good cause shall be based upon a determination by the commissioner of the department or the commissioner's designee that approval of the request for a waiver will not compromise the quality of education required in Ed 306 or is the best use of available resources.

Readopt Ed 321.07, effective 6-15-13 (Document #10363), as follows:

Ed 321.07 Design Standards. For the purposes of standards for school sites and construction projects for school buildings, design capacity shall be based upon reasonable enrollment projections developed through a statistically valid process.

Readopt with amendment Ed 321.08, effective 6-15-13 (Document #10363), to read as follows:

Ed 321.08 Standards for Educational Capacity of a School Building.

(a) Spaces currently used as educational space, but not designed as such, shall not be included in determining the educational capacity of a school building. Space in temporary or relocatable facilities shall not be included in determining the educational capacity of a school building.

(b) The educational capacity of a school building shall be based upon the physical dimensions of the educational spaces and the space allowances in Ed 321.10(g)-(i). Educational capacity shall not be reduced by applying a limit to the number of students in a class below the maximum class size found in Ed 306.17 even though local policy may establish lower maximum class sizes.

(c) The definition of educational capacity in Ed 321.02(e) and the provisions of Ed 321.08 shall not preclude districts from establishing local policies concerning the maximum number of students in a particular class provided, however, that such policies shall not be taken into account when determining the educational capacity of a school building.

Readopt with amendment Ed 321.09, effective 6-15-13 (Document #10363), to read as follows:

Ed 321.09 Calculating Utilization Rate. The utilization rate of a school building shall be calculated by dividing the ~~actual enrollment~~ ***design capacity*** by the educational capacity and expressing the figure as a percentage. A 100 percent utilization rate shall not be required. For a proposed new building or addition to an existing building, the educational capacity is calculated by dividing the design capacity by the

planned utilization rate. For purposes of determining eligibility for school building aid, planned utilization rates shall not be less than 85% for high schools, 90% for middle schools, and 95% for elementary schools. ***The minimum utilization rate does not apply when only one general purpose classroom is assigned per grade.***

Readopt with amendment Ed 321.10, effective 6-15-13 (Document #10363), to read as follows:

Ed 321.10 Standards for Educational Space.

(a) Educational space shall include, but not be limited to, classrooms, laboratories, gymnasiums, and libraries.

(b) School facilities shall provide educational space sufficient to meet the requirements identified in the educational specifications in Ed 321 and the New Hampshire minimum standards for public school approval as specified in Ed 306.

(c) Approval of the size of classrooms or instructional spaces shall be determined by the acceptable number of square feet per student established in Ed 321.10(g)-(k), multiplied by the total projected number of the class or group or the minimum size specified in Ed 321.10 whichever is larger.

(d) The commissioner of the department or the commissioner's designee shall waive the requirements of Ed 321.10 when a finding of good cause has been provided by the requesting school district under Ed 321.30. A finding of good cause shall be based upon a determination by the commissioner of the department or the commissioner's designee that approval of the request for a waiver will not compromise the quality of education required in Ed 306 or is the best use of available resources.

(e) Every educational space, except gymnasiums and music rooms, shall contain a seat and work surface for each student, teacher, and teacher's aide, appropriate for the normal activity conducted in that space.

(f) Every general purpose classroom shall:

(1) Contain an erasable surface of at least 32 square feet and a surface suitable for projection purposes; and

(2) Be furnished with:

a. Desks for students and teachers;

b. Bookshelves; and

c. Other common furniture and equipment.

(g) A kindergarten classroom shall provide at least 1,000 square feet, including storage, or 50 square feet per child, whichever is greater.

(h) For the elementary and middle schools, a general purpose classroom shall provide a minimum of 900 square feet, including storage, or 36 square feet per child, whichever is greater.

(i) For high schools, a general purpose classroom shall contain a minimum of 800 square feet, including storage, or 32 square feet per student, whichever is greater.

~~(j) Library-media centers shall be sized at 4 square feet per student for the core space design capacity or a minimum of 1800 square feet. Science laboratories and combination lab-classrooms shall be sized according to the joint recommendation of the National Association of Science Teachers and the Laboratory Safety Institute at 45 square feet per pupil for separate labs and 60 square feet per pupil for combination lab-classrooms or a minimum of 900 square feet for separate labs and 1200 square feet for combination lab-classrooms. There shall be a maximum of 24 laboratory work stations, at least one of which shall be suitable for students with disabilities and in compliance with RSA 275-C.~~

~~(k) Science laboratories and combination lab-classrooms shall be sized according to the joint recommendation of the National Association of Science Teachers and the Laboratory Safety Institute at 45 square feet per pupil for separate labs and 60 square feet per pupil for combination lab-classrooms or a minimum of 900 square feet for separate labs and 1200 square feet for combination lab-classrooms. There shall be a maximum of 24 laboratory work stations, at least one of which shall be suitable for students with disabilities and in compliance with RSA 275-C. Library-media centers shall be sized at 40 square feet per student times 10 percent of the design capacity or a minimum of 1800 square feet.~~

(l) When an area in a school building is used as multi-purpose space, standards for educational space shall take precedence over standards for support space. Multi-purpose space includes, but is not limited to, an area used for physical education that becomes the dining area at meal time.

(m) Required educational space shall not be reduced or eliminated in order to provide additional support space or space for extracurricular activities.

(n) Charter schools shall be exempt from the minimum space sizes in this section.

Readopt Ed 321.11, effective 6-15-13 (Document #10363), as follows:

Ed 321.11 Special Education Space.

(a) In addition to the requirements of Ed 321.10, space shall be provided in every school to meet the unique requirements of special education students, and to meet the requirements of Ed 1119.06.

(b) Exclusive use space shall be provided for speech therapy, physical therapy, occupational therapy, and private counseling. Physical and occupational therapy may be co-located.

(c) The minimum total amount of exclusive use space for special education shall be 600 square feet. An area for private meetings with parents and staff shall be available, although it need not be used exclusively for special education use.

(d) Locked, fire proof containers shall be provided for record storage.

(e) A private office shall be provided for the special education coordinator if there is a position on the school staff.

(f) Charter schools shall be exempt from the minimum space sizes in this section.

Readopt Ed 321.12, effective 6-15-13 (Document #10363), as follows:

Ed 321.12 Standards for Support Space.

(a) Support space shall include, but is not limited to, offices, the nurse suite, kitchens, cafeterias, teacher preparation areas, gym locker rooms, team rooms, weight training rooms, storage areas, parking, and restrooms.

(b) The following standards shall apply to offices:

- (1) The school principal, each assistant principal, and each guidance counselor shall be provided a private office;
- (2) The chief building maintenance individual, chief food service individual, and each administrative staff person shall be provided with administrative space exclusive of storage space and waiting areas;
- (3) All offices and administrative areas shall be provided with sufficient furniture appropriate to the work performed at that location; and
- (4) The minimum total amount of administrative office space in a school building shall be 1200 square feet. The minimum size shall be based on an administrative staff of 6 individuals. For schools with more than 6 staff members who require office space, the minimum total amount of administrative office space shall be increased by 120 square feet for each additional person requiring a private office and by 60 square feet for each additional person in an open office arrangement.

(c) The following standards shall apply in schools that have a school nurse:

- (1) The nurse shall be provided with:
 - a. Exclusive administrative space;
 - b. A waiting area;
 - c. Space for examining patients that includes a sink with hot and cold water;
 - d. Secure dry and refrigerated storage for medications; and
 - e. A patient isolation area which includes one cot for every 200 pupils in the design capacity;
- (2) A separate restroom shall be provided which meets current accessibility requirements; and
- (3) The minimum size of the nurse suite shall be 625 square feet for schools with a design capacity greater than 750 pupils. The minimum size of the nurse suite for schools with a design capacity of 750 pupils or less shall be 300 square feet.

(d) The following standards shall apply to kitchens and cafeterias:

- (1) The kitchen and cafeteria shall be sized so as to allow each student a minimum of 10 minutes, not including serving time, to sit at a table and consume his or her meal during a specified lunch period;

(2) The cafeteria shall be sized based upon 12-15 square feet per student for the maximum number of diners in any given lunch period. The throughput of the serving line or lines shall ensure that all students can be served in the allotted time and that no student has to wait for a seat to become vacant before eating; and

(3) The kitchen shall be of sufficient size to allow the proper installation of all necessary equipment with the necessary spacing between appliances to meet the applicable safety requirements as specified by the manufacturer, the state building code under RSA 155-A, and the New Hampshire department of labor.

(e) Each teacher shall be provided with at least 64 square feet of shared administrative space to be used for lesson preparation and grading student work during periods when that teacher is not conducting classroom instruction. Shared administrative space shall include a desk or other work surface, a seat, and task lighting. This requirement may be fulfilled within educational space if that space is exclusively assigned to one teacher.

(f) Sufficient lockers, changing areas, and showers shall be provided for the maximum number of students in any scheduled physical education class for grades 7-12.

(g) One team room may be provided for each athletic team in season.

(h) One weight training room may be provided for grades 9-12.

(i) The following standards shall apply to storage space:

(1) Each student and staff member shall be provided with adequate space to store outer garments, books, and other personal items for the duration of the school day. Food service workers, custodians, and other staff who require special clothing shall be provided sufficient storage as required;

(2) Sufficient storage space shall be provided for general office supplies, text books, classroom equipment and similar items as required for administrative purposes;

(3) Sufficient space shall be provided to properly store athletic equipment, musical instruments, uniforms and other items of school property used by students or activities;

(4) Sufficient storage shall be provided to properly store cleaning supplies, tools, spare parts, unused furniture, equipment not in use, and other like items required for custodial and maintenance activities;

(5) Adequate dry and cold storage shall be provided to meet the requirements of the food service program for food storage and shall be sufficient to allow foodstuffs and paper products to be purchased in bulk; and

(6) Sufficient dumpsters or other type containers shall be provided to adequately handle refuse based upon the refuse collection schedule.

(j) The following standards shall apply to parking space:

(1) Outside vehicle parking space shall be provided for at least 100 percent of the staff and 75 percent of the students eligible to drive a vehicle; and

- (2) Additional parking areas shall be provided for visitors, parents, and school buses as required;
- (3) A waiver of these requirements may be requested by the school district under Ed 321.30. The waiver request shall include detailed information and statistics which shall demonstrate that a lesser amount of parking will meet the needs of the facility in question.
- (k) Charter schools shall be exempt from the minimum space sizes in this section.

Readopt Ed 321.13, effective 6-15-13 (Document #10363), as follows:

Ed 321.13 Fire Safety Requirements.

- (a) All construction of school facilities shall meet the requirements of the state fire code under Saf-C 6000. The drawings and specifications of public school construction shall be evaluated by the state fire marshal according to the state fire code. Pursuant to RSA 153, the state fire marshal shall judge the drawings and specifications according to other related parts and standards of the Life Safety Code under NFPA Doc. No. 101, and the state building code under RSA 155-A.
- (b) The certificate of substantial completion shall not be issued to the construction contractor prior to receipt of a letter of approval of the design from the state fire marshal.
- (c) Variances for the provisions of Ed 321.13 may be granted by the state fire marshal in accordance with the provisions of Saf-C 6005.

Source. #8265, eff 1-22-05; ss by #10363, eff 6-15-13

Ed 321.14 RESERVED

Readopt Ed 321.15, effective 6-15-13 (Document #10363), as follows:

Ed 321.15 Construction Costs.

- (a) For a new building or addition to an existing building, construction cost shall include the cost of labor and materials to erect the building and foundation. The cost of site development shall not be included in construction cost.
- (b) Equipment that is normally fastened to the structure shall be included in construction costs. Components of heating, ventilating, and air conditioning (HVAC) systems, electrical wiring and equipment, plumbing fixtures, components of fire protection systems, and door hardware shall be included in construction costs, as defined in Ed 321.02(b).
- (c) In renovation projects, construction costs shall include the cost of labor and materials for repairing, replacing, remodeling, or altering the existing structure or building systems.

Readopt with amendment Ed 321.16, effective 6-15-13 (Document #10363), to read as follows:

Ed 321.16 Total Cost of School Building Construction.

(a) ~~In addition to the actual cost of construction, f~~For purposes of calculating school building aid, total **eligible** costs may also include but is not limited to:

(1) The costs for acquisition of land *and site development*;

(2) ~~Planning and design~~*Construction costs*;

(3) ~~Site development~~*Planning and design costs, including:*

a. Architectural fees;

b. Engineering fees; and

c. Project manager fees if required by RSA 198:15-c IV;

(4) ~~Landscaping~~*Purchase of furniture, fixtures, and equipment necessary for the completion of a building, including commissioning fees, computers and software necessary to operate the security, HVAC, or other building system components, fire retardant window treatments, seating, lockers, clock systems, sound systems, and other equipment that is integral to the building and educational services; and*

(5) ~~Paving~~*Purchase or lease-purchase of mechanical, structural, or electrical equipment, including the cost of installation of such equipment, which is designed to improve energy efficiency or indoor air quality in buildings;*

(6) ~~Furniture, computers, window treatments, and similar items;~~

(7) ~~Other equipment;~~

(8) ~~Work necessary to bring utilities from the site boundary to the building;~~

(9) ~~Legal reviews;~~

(10) ~~Construction insurance; and~~

(11) ~~Permitting.~~

(b) Costs related to financing such as bonding charges and interest shall not be included in the total cost of school building construction and shall not be eligible for inclusion in the calculation of school building aid.

(c) Costs for construction work that is not located on school property shall not be eligible for inclusion in the calculation of school building aid. This includes, but not be limited to costs for construction of municipally owned sidewalks, costs for improvements to municipally owned roadways, costs for installation of traffic control devices, and costs to construct or improve utility plant to bring service to the school.

Readopt Ed 321.17, effective 6-15-13 (Document #10363), as follows:

Ed 321.17 Construction Standards.

(a) All school construction shall comply with the requirements of the state building code under RSA 155-A. School design drawings and specifications shall bear the stamp and signature of individuals licensed to perform architecture or engineering in the appropriate disciplines in the state of New Hampshire. The stamp and signature of the design professionals shall be understood to certify that the project has been designed in compliance with all applicable building codes and standards.

(b) Verification that construction has been performed according to state and local building codes and approval of variances shall be the responsibility of the local code enforcement official in the municipality in which the construction takes place, or the state fire marshal in accordance with RSA 155-A:7.

Readopt Ed 321.18, effective 6-15-13 (Document #10363), as follows:

Ed 321.18 Heating, Ventilating, and Air Conditioning (HVAC) Requirements.

(a) Schools shall be designed, constructed, and maintained to provide:

- (1) Code compliant outside air ventilation and exhaust systems to aid in the maintenance of indoor air quality; and
- (2) Code compliant heating temperatures throughout occupied building areas.

(b) In cases where air conditioning is provided, schools shall be designed, constructed, and maintained to provide code compliant cooling temperatures throughout all air conditioned spaces.

(c) The design and installation of all HVAC systems shall comply with:

- (1) The state building code under RSA 155-A;
- (2) The code for energy conservation in new building construction under RSA 155-D; and
- (3) The state fire code under Saf-C 6000.

(d) A school district may use energy recovery ventilation equipment in its school buildings for transfer of sensible and latent or sensible or latent energy from exhaust air to outside air. For the purposes of this paragraph, the transfer of sensible and latent or sensible or latent energy from exhaust air to outside air means the practice of extracting heat from exhaust air to limit the amount of new energy that is used to heat additional air from outside.

(e) Project construction documents shall require the HVAC contractor to provide the school maintenance personnel with record drawings, appropriate training, operating and maintenance manuals, and any other relevant information concerning the HVAC systems and components thereof.

(f) Project construction documents shall require a formal commissioning process for HVAC systems start-up and initial operation. At a minimum, the construction documents shall identify the requirement for the development of a written commissioning plan specific to the project. The commissioning plan shall identify a process of ensuring that prior to completion of a construction project, new and/or modified HVAC systems perform in accordance with the design intent and the construction documents. The commissioning process shall include, but shall not be limited to, verification and functional performance testing on all HVAC equipment and controls, in all operating modes.

(g) Verification that construction has been performed according to state and local building codes and approval of variances shall be the responsibility of the local code enforcement official in the municipality in which the construction takes place, or the state fire marshal in accordance with RSA 155-A:7.

Readopt with amendment Ed 321.19, effective 6-15-13 (Document #10363), to read as follows:

Ed 321.19 Plumbing Requirements.

(a) Schools shall be designed, constructed, and maintained to provide code compliant plumbing systems, including potable water, sanitary sewer and vent, storm drain, and other specialty plumbing systems.

(b) The design and installation of all plumbing systems shall comply with:

- (1) The state building code under RSA 155-A;
- (2) The code for energy conservation in new building construction under RSA 155-D;
- (3) The state fire code under Saf-C 6000; and
- (4) The state code for barrier-free design, Abdf 300.

(c) At a minimum, the following plumbing fixture ratios shall be provided for in each school building unless a higher number is required by the state building code under RSA 155-A:

- (1) The ratio of water closets to the number of students shall be one water closet per 30 students or fraction thereof;
- (2) For boys and girls in all grade levels, the ratio of lavatories to the number of students shall be 1-40. Wash fountain sinks may be substituted for lavatories as permitted by the state building code under RSA 155-A;
- (3) If the state plumbing code requires a larger number of fixtures, the number required by the code shall be provided, unless a written waiver is received from an appropriate authority empowered to grant such waivers; and
- (4) Whenever a school building is designed to allow restricted access to parts of the building such as the gymnasium or the auditorium, a sufficient number of restrooms and water closets or urinals shall be included within the restricted area to accommodate the maximum occupancy of the restricted area in accordance with the state building code under RSA 155-A.

(d) For the purposes of Ed 321.19 (c)(1):

- (1) Fifty percent of the enrollment will be assumed to be girls and 50 percent boys unless there is strong information to indicate that a different ratio is appropriate; and
- (2) Urinals may be used in lieu of water closets as permitted by the state building code under RSA 155-A.

(e) Sinks and wash fountain sinks shall be provided in laboratories and other instructional spaces as required. Corrosion-resistant fixtures, special waste systems, and waste interceptors shall be provided as required by the project program demands and the state building code under RSA 155-A.

(f) A minimum of one custodial sink shall be provided in each school building.

(g) A minimum of one school nurse sink compliant with the accessibility requirements under Abdf 300 shall be provided in each school building where a school nurse is assigned.

(h) Where integral to hand washing sinks, receptors for drinking fountains shall be directed to a receptor basin separate from the hand washing sink. One drinking fountain or water cooler shall be provided for every 40 students or fraction thereof, unless a larger number is required by the state building code under RSA 155-A, in which case the code requirement shall be met.

(i) Emergency shower and eye wash stations shall be provided in all science labs, automotive shops, and other places where hazardous liquids or open flames are frequently used and shall comply with the American National Standards Institute Z-358.1 2009~~14~~ standard as referenced in Appendix II.

(j) Project construction documents shall require the plumbing contractor to provide the school maintenance personnel with record drawings, appropriate training, operating and maintenance manuals, and any other relevant information concerning the plumbing systems and components thereof.

(k) Project construction documents shall require a formal commissioning process for plumbing systems start-up and initial operation. At a minimum, the construction documents shall identify the requirement for the development of a written commissioning plan specific to the project. The commissioning plan shall identify a process of ensuring that new and modified or new or modified plumbing systems perform in accordance with the design intent and the construction documents. The process shall include, but shall not be limited to, verification and functional performance testing on all plumbing equipment and controls, in all operating modes.

(l) Verification that construction has been performed according to state and local building codes and approval of variances shall be the responsibility of the local code enforcement official in the municipality in which the construction takes place, or the state fire marshal in accordance with RSA 155-A:7.

Readopt with amendment Ed 321.20, effective 6-13-15 (Document #10363), as follows:

Ed 321.20 Electrical Requirements.

(a) Schools shall be designed, constructed, and maintained to provide code compliant electrical systems that include:

(1) Power distribution;

(2) Lighting;

(3) Fire alarms;

(4) Telecommunications systems that include but are not limited to the following specialty electrical systems:

- a. Data;
- b. Phone and intercom;
- c. Community access television (CATV); and
- d. Closed-circuit television; and

(5) Security.

(b) The design and installation of all electrical systems shall comply with:

- (1) The state building code under RSA 155-A;
- (2) The code for energy conservation in new building construction under RSA 155-D; and
- (3) The state fire code under Saf-C 6000.

(c) In addition to being in compliance with the state code for energy conservation in new building construction under RSA 155-D, the design and installation of all lighting systems shall comply with the Illuminating Engineering Society of North America (IESNA) Lighting Handbook 10th edition – 2011 as referenced in Appendix II. Multiple use school spaces such as cafeterias and auditoriums shall have illumination for the highest level required by any planned use.

(d) In addition to complying with the state building code under RSA 155-A, the design and installation of all telecommunication systems shall also comply with the Building Industries Consulting Services International (BICSI) standards, the American National Standards Institute (ANSI), and the National Electrical Contractors Association (NECA) standards as follows:

- (1) The BICSI *Telecommunications Distribution Methods Manual* ~~123~~¹⁴th edition 2040~~14~~¹⁴ as referenced in Appendix II;
- (2) The BICSI *Outside Plant Design Reference Manual* ~~56~~¹⁸th edition 2040~~18~~¹⁸ as referenced in Appendix II;
- (3) ANSI/BICSI 001-2009~~17~~¹⁷, *Information and Communication Transport Technology Systems Design ~~Guide Standard for K-12 and Implementation Best Practices for Educational Institutions and Facilities~~* as referenced in Appendix II;
- (4) ANSI/NECA/BICSI ~~568-2006~~^{N1-2019}, *Standard for Installing Commercial Building Telecommunications Cabling ~~Installation Practices for Telecommunications and ICT Cabling and Related Cabling Infrastructure, June 2019 edition,~~* as referenced in Appendix II;
- (5) BICSI Information Technology Systems Installation Methods Manual, ~~67~~¹⁷th edition - 2040~~17~~¹⁷ as referenced in Appendix II; and
- (6) NECA/BICSI 607-2011, Standard for Telecommunications Bonding and Grounding Planning and Installation Methods for Commercial Buildings as referenced in Appendix II.

(e) Project construction documents shall require the electrical contractor to provide the school maintenance personnel with record drawings, appropriate training, operating and maintenance manuals, and any other relevant information concerning the electrical systems and components thereof.

(f) Project construction documents shall require a formal commissioning process for electrical systems start-up and initial operation. At a minimum, the construction documents shall identify the requirement for the development of a written commissioning plan specific to the project. The commissioning plan shall identify a process of ensuring that new and modified or new or modified electrical systems perform in accordance with the design intent and the construction documents. The process shall include, but shall not be limited to, verification and performance testing on all electrical equipment and controls, in all operating modes.

(g) Verification that construction has been performed according to state and local building codes and approval of variances shall be the responsibility of the local code enforcement official in the municipality in which the construction takes place, or the state fire marshal in accordance with RSA 155-A:7.

Readopt with amendment Ed 321.21, effective 6-15-13 (Document #10363), to read as follows:

Ed 321.21 Acoustics.

(a) Educational spaces shall be constructed so as to meet or exceed the requirements of the ANSI S12.60 American National Standard Acoustical Performance Criteria, Design Requirements, and Guidelines for Schools-~~2002~~*part 1, 2010 edition and part 2, 2009 edition, as referenced in Appendix II.*

(b) The school district may request a waiver under Ed 321.30 for meeting or exceeding the requirements in Ed 321.21(a) for educational spaces.

(c) Compliance with the acoustics standard shall be certified in writing by the lead architect or engineer.

Source. #8265, eff 1-22-05; amd by #8631, eff 5-19-06; ss by #10363, eff 6-15-13

Ed 321.22 RESERVED.

Readopt with amendment Ed 321.23, effective 6-15-13 (Document #10363), to read as follows:

Ed 321.23 Steps in the Procedure for Approval of School Building Aid.

(a) Approval for a school site by the department shall not be given until the requirements in Ed 321.23(b)-(zw) are completed.

(b) A ~~preliminary~~ **letter of intent** application for school building aid shall consist of:

(1) Project information on the name, location, **contact person**, description, anticipated district approval date, **estimated total cost**, and anticipated commencement and completion dates for the project;

(2) ~~Analysis of the existing conditions;~~

(3) ~~Alternatives considered;~~

~~(4) Life cycle cost analysis of alternatives;~~

~~(5) Copy of the most recent fire safety inspection report;~~

~~(6) Copy of engineering reports, space utilization studies, or other appropriate documents that confirm the need to remediate the existing conditions;~~

~~(7) A completed and signed, condition evaluation form dated 2013~~**Description of the deficiencies in the facility of the existing building;** and

~~(8) A statement to be signed by the superintendent of schools of the district making application which indicates that the school board has reviewed the requirements of RSA 198:15-a, 15-b, and 15-c and Ed 321, and that a copy of Ed 321 has been provided to the lead architect or engineer responsible for design of the project.~~

(c) ~~Preliminary applications~~ **The letter of intent** shall be received not later than July 1 of each year to be considered for a school building aid grant in the following fiscal year **18 months prior to the beginning of the biennium in which school building aid grants are to be dispersed. The commissioner may waive the letter of intent or its submittal deadline under Ed 321.30 for good cause.**

(d) An application for school building aid shall consist of:

(1) School building aid application for each building where eligible construction work is to be accomplished, which shall include the following information from the school district:

a. Project information **including** ~~on~~ the location, **contact person, estimated cost of the project, school approval level, project type, and scope, project delivery method, anticipated date of approval, and anticipated commencement date if approved;**

b. Identification of ~~design and construction firms~~ **architect and project manager, if required by RSA 198:15-c;**

c. ~~Description of new space to be constructed and existing space to be renovated~~ **Identification of the total number of students, staff, and student drivers, the design capacity, educational capacity, and utilization rate;**

d. ~~A brief description of building systems included in the project;~~

e. ~~Information about the site of the proposed~~ **Description of the project alternatives considered and rational for selecting the alternative chosen;**

f. Description of the current and proposed energy use of the facility;

g. A list of the deficiencies and, if applicable, a statement of how the proposed project will correct the deficiency;

h. A description of the maintenance requirements identified in RSA 198:15-b, I-a;

i. Square footage of the building before and after construction;

~~ff.~~ *Anticipated Pproject costs and unit costs; and*

~~gk.~~ *Anticipated Ffunding sources and anticipated amounts from each source; and*

l. Amount of district debt, total assessed valuation, and percent debt to valuation;

(2) ~~Preliminary design documents consisting of at least the following~~*The school building application shall include the following attachments:*

a. A completed and signed condition evaluation form dated 2019;

b. A statement of assurance, signed by the chair of the school board, which indicates that the district intends to maintain and service all installed equipment according to the manufacturer's instructions;

c. A copy of the school or district's 20-year maintenance plan in accordance with RSA 198:15 I-a. (l);

d. Minutes of the meeting to put forth the project for voter consideration and funding;

e. Most recent fire and health inspection reports;

f. Copy of completed request for project review from the department of cultural resource, division of historical resources;

g. Copy of the submission to the State Fire Marshal's Office for a plan review;

h. A copy of the school's application for energy efficiency reimbursement from their regulated utility under RSA 374-F, as required by RSA 198:15-c;

i. Copy of engineering reports, space utilization studies, or other appropriate documents that confirm the need to remediate the existing conditions;

j. Life cycle cost analysis, in accordance with RSA 198:15-b I.(b)(2);

k. Documentation on the selected design capacity;

l. Educational capacity calculations;

m. An aerial view of the existing building(s) with the total square footage and the year of construction labeled for the original building and any additions;

~~an.~~ *Site plan which indicates the boundaries of school owned property to be developed, location of proposed construction, location of wetlands and bodies of water, and location of existing structures;*

~~bo.~~ *Preliminary Aarchitectural drawings including outside elevations, and dimensioned floor plans that are labeled as to the use of each space;*

~~ep.~~ Outline of technical specifications;

~~eq.~~ *The completion of the data collection survey or the* ~~E~~general description of major building systems, including but not limited to heating, ventilation, electrical, plumbing, and fire protection;

r. If the project includes the purchase of land, attach site information such as the total buildable area, descriptions of the restrictions the site might have, the status of any necessary testing and permitting, and the proposed grading plan; and

s. A digital copy of the application and attachments.

~~(3) Independent cost estimate from a construction contractor or estimating firm. If the independent cost estimate deviates from the architects estimate by more than 10 percent, the district or charter school shall reconcile the 2 estimates and explain how the final estimate was determined;~~

~~(4) Maintenance impact analysis form dated 2013;~~

~~(5) Copy of the school or district maintenance plan with projections of requirements for the next 20 years;~~

~~(6) Copy of completed request for project review from the department of cultural resource, division of historical resources; and~~

~~(7) Map showing the project location and the surrounding area within a 1 to 3 mile radius.~~

(e) *To be considered for building aid in the following biennium, complete* ~~A~~applications shall be received by *completed and filed with* the department not later than ~~September~~ *July* 1 of each ~~the~~ year *prior to the biennium in which school building aid grants are to be dispersed* be considered for a school building aid grant in the following fiscal year.

(f) *Within 30 days of receipt of an application,* ~~The~~ department shall ~~provide preliminary approval of project for building aid upon approval of the application and preliminary design~~ *notify the applicant that either:*

(1) The application is complete and approved for project ranking; or

(2) The application is incomplete and enumerate the items needed in order for the application to be complete and a deadline for submission.

(g) The department shall review all applications for completeness and shall award a score to each application using ~~the “eCondition eEvaluation fForm” dated 2013~~ *the “Condition Evaluation Form” dated 2019*. The department shall conduct a site visit to the location of each application subject to the availability of time and funds for making such visits. The department shall present the applications including the completed condition evaluation to the school building authority.

(h) Projects shall be scored according to the following criteria.

(1) ~~Life safety~~ *Correcting unsafe conditions*, ~~±300~~ points possible;

~~(2) Overcrowded conditions~~ **Updating obsolete, inefficient, and unsuitable facilities, including correcting deficiencies with the Americans with Disabilities Act, 25 100 points possible;**

~~(3) Space deficiencies~~ **Correcting overcrowding conditions and addressing increased enrollment projections, 60 75 points possible;**

~~(4) Building operations deficiencies~~ **Having an active maintenance program that tracks scheduled and unscheduled repairs, upkeep, minor alterations, enhancements to buildings, and preventive maintenance necessary to achieve the design life expectancy of building systems and components, 35 75 points possible;**

~~(5) Percent of student enrollment~~ **Eligibility for free or reduced cost meals, 20 125 points possible;**

(6) Adding and integrating school security systems, 100 points possible;

(7) Contributing to operational cost efficiencies, consolidation, or reduced property taxes, 100 points possible;

(8) Designing a high performance facility that provides an environment that is energy and resource efficient, 100 points possible; and

~~(6) Preserving H~~ **historical preservation, possible addition of up to 10 points** ~~elements of the facility, as requested by the New Hampshire Department of Historical Resources; and~~

~~(7) Maintenance program, possible deduction of up to 20 points.~~

(i) Projects shall be ranked in descending order with the project receiving the highest score ranked first, ~~with the following exceptions:~~

(1) No application which receives at least half of the possible points for unsafe conditions in (h)(1) above shall be ranked below any application that receives fewer than half of the possible points for unsafe conditions;

(2) Except as allowed by (h)(1) above an application that was on the prioritized list in the previous biennium and approved by the district's legislative body, but did not receive a grant due to insufficient funds in the previous biennium, shall be ranked ahead of any application that was not on the list in the previous biennium; and

(3) In the event that 2 or more applications receive the same number of points, they shall be ranked according to the number of points scored in the unsafe conditions category. If a tie score remains after ranking for unsafe conditions, the school building authority shall determine the ranking of those applications.

(j) ~~Life safety p~~ **Points for unsafe conditions** shall be awarded only for conditions caused by normal wear and tear, code changes since construction of the building, or a natural event. Conditions that result from insufficient maintenance or neglect as described in Ed 321.27(g) or Ed 321.27(h) shall not be considered for points.

~~(k)~~ ***In accordance with RSA 198:15-c II.(a),*** ~~The school building authority shall meet as necessary to produce a prioritized list of applications by December 1 of each year~~ ***prior to the biennium in which school building aid grants are to be dispersed, the school building authority shall verify the ranking submitted by the commissioner and submit a list in descending rank order to the state board of education for approval. If the submitted list differs from the preliminary ranked from the department of education, the school building authority shall justify the new ranking list using the same criteria identified in (h) and (i) above.*** ~~The school building authority shall review and verify the applications and scoring. The school building authority may provide opportunities for applicants to give presentations on the merits of their proposed construction projects.~~

~~(l)~~ ~~The school building authority shall rank the projects in the order of the verified scores with the following exceptions:~~

~~(1) No application which receives at least half of the possible points for existing life safety deficiencies shall be ranked below any application that receives fewer than half of the possible points for life safety;~~

~~(2) An application that was on the prioritized list in the previous year and approved by the district's legislative body, but did not receive a grant due to insufficient funds in the previous year, shall be ranked ahead of any application that was not on the list in the previous year and receives fewer life safety points in the current year; and~~

~~(3) In the event that 2 or more applications receive the same number of points, they shall be ranked according to the number of points scored in the life safety category. If a tie score remains after ranking for life safety, the school building authority shall determine the ranking of those applications.~~

~~(m)~~ ~~The prioritized list of applications shall be approved by majority vote of the school building authority and submitted to the state board by December 1 each year.~~

~~(n)~~ ***In accordance with RSA 198:15-c, II.(a),*** ~~The state board shall review, approve, and cause to be published the prioritized~~ ***descending rank ordered*** ~~list of applications by January 15 of each~~ ***the year prior to the biennium in which school building aid grants are to be dispersed.*** ~~If the state board determines that the school building authority or the department failed to comply with the requirements of Ed 321 or RSA 198:15-bc in developing the prioritized list, the list shall be returned for appropriate corrective actions.~~

~~(o)~~ ***School districts and charter schools shall have 15 business days following the publication of the prioritized list of applications to appeal the prioritization of their applications. Appeals shall be submitted in writing to the state board and signed by the chair of the local school board or chair of the board of directors of a charter school.***

~~(p)~~ ***Final drawings and technical specifications shall be provided to the department for review and approval as soon as they become available.***

~~(q)~~ ***The department shall approve final drawings and technical specifications upon receiving the following information:***

(1) Drawings and technical specifications signed and stamped by individuals licensed in the appropriate disciplines to practice architecture or engineering in the state of New Hampshire;

(2) A signed letter of certification provided by the designers indicating that the design meets the state building code under RSA 155-A, the code for energy conservation in new building construction under RSA 155-D, the New Hampshire code for barrier-free design under Abfd 300, the requirements of Ed 321, and that no asbestos containing materials have been specified; **and**

(3) Certification that reference any properly approved code or permit variances or waivers; **and**

~~(4) A copy of the school district or charter school's application for energy efficiency reimbursement from their regulated utility under RSA 374 F, as required by RSA 198:15-e.~~

~~(fs)~~ Certification that the design meets the state energy code shall be provided to the public utilities commission as required by Puc 1803.03.

~~(st)~~ The department shall provide review comments in writing. Corrections shall be made if the review comments indicate that the design fails to meet one or more state requirements. Documentation of the corrections shall be provided to the department.

~~(tu)~~ Drawings and specifications shall be provided to the office of the state fire marshal. A letter of approval by the state fire marshal shall be issued and distributed upon the fire marshal's approval of drawings and specifications. A copy of the letter of approval shall be provided to the department.

~~(uv)~~ If the project involves construction or extensive renovations of food service facilities, drawings and specifications shall be reviewed and approved by the bureau of food protection in the department of health and human services as required by He-P 2304. A copy of the letter of approval shall be provided to the department.

~~(vw)~~ If the project includes a well or septic system, approval shall be obtained from the department of environmental services as required by RSA 485 and Env-Ws 300 et seq. or successor rules in subtitle Env-Dw or RSA 485-A and Env-Wq 1000, as applicable. A copy of the approval(s) shall be provided by the applicant to the department.

~~(wx)~~ If the project includes an addition to a building using an existing well or septic system, but does not expand the capacity of the system, certification that the existing system is adequate shall be provided by an individual properly licensed in New Hampshire to give such certification.

~~(xy)~~ Upon receipt and approval of all required documents, the department shall approve a project for a school building aid grant and disburse funds to a school district or charter school as described in Ed 321.24.

~~(yz)~~ Following completion of all construction work and final actual costs have been determined, the school district or charter school shall submit a ~~final application form dated 2013 for school building aid.~~ **Final application for school building aid consisting of *request for final payment with the following information:***

(1) Project information ***including*** ~~on~~ the name of the project, ***contact person***, ~~project delivery approach, the architectural and construction firms, and~~ the contracted date for project completion, ***and overall cost of the project;***

(2) Final space information;

~~(3) Actual project funding sources;~~

~~(43) Actual project costs;~~

~~(54) Final unit costs; and~~

(5) Actual project funding sources and documentation of each source;

~~(6) Other information on code compliance, income sources, and required approval from other state agencies, not previously submitted; and~~

~~(7) Explanation of all deviations from the approved design and cost;~~

(7) A summary of invoices with date of invoice, vendor, description of item, amount of invoice, and category of item type such as a site acquisition or development cost, a construction cost, a planning and design cost, or a furniture, fixtures and equipment cost;

(8) A signed statement from the school administrator, the person in charge of finances, and school board members or board of trustees, that the project is complete, the summary of invoices submitted are accurate, and that the project was built in accordance with all applicable building aid rules and law to the best of their knowledge;

(9) Other information on code compliance, income sources, and required approval from other state agencies, not previously submitted; and

(10) A digital copy of the information in (1) through (9) above.

~~(zaa) The department shall issue project application completion form dated 2013 upon approval of the final application form dated 2013. Receipt shall indicate that all necessary requirements have been met. After review and verification of the information submitted in Ed 321.23 (w), the department shall issue a project completion letter stating that all necessary requirements have been met and that all payments are final.~~

Readopt with amendment Ed 321.24, effective 6-15-13 (Document #10363), to read as follows:

Ed 321.24 School Building Aid Payments.

(a) School building aid shall be provided by the department from funds appropriated by the legislature to eligible local school districts and charter schools in accordance with RSA 198:15-a and Ed 321. School building aid shall be paid for construction as authorized by RSA 198:15-b,II on property owned by a school district or , city in cities with school departments, or a charter school.

(b) By April 30 of each year, the department shall verify with each district the anticipated amount of school building aid to be provided in the following fiscal year.

(c) For applications approved prior to July 1, 2013 school building aid payments shall be made semi-annually in October and April of each fiscal year. Semi-annual payments shall be in approximately equal amounts. In the event that payments are prorated in accordance with RSA 198:15-e, the October payment shall be 50 percent of the annual total with the full prorated reduction occurring in the April payment.

(d) For applications approved after July 1, 2013, school building aid payments shall be made in 2 increments. The department shall encumber the full eligible amount of the grant in the fiscal year in which construction is expected to begin. Eighty percent of the estimated eligible grant shall be paid upon approval for payment by the department. The balance of the total grant shall be paid upon completion of construction and verification by the department. The amount of the total grant shall be calculated based on the actual cost of construction financed from eligible sources. Payment for actual costs that exceed the amount estimated at the time of approval for payment shall be subject to the availability of funds.

(e) Approval for payment by the department shall be given upon completion of all of the following:

- (1) Vote of the legislative body of the district or the board of directors of a charter school approving the construction project and appropriating the local share of funds necessary to complete the project;
- (2) Approval of the project by the state board;
- (3) Receipt of all project documentation required by the department;
- (4) Approval of the project design, technical specifications, and cost estimate by the department;
- (5) Availability of funds in the state budget according to the priorities established by the state board pursuant to RSA 198:15-c; and
- (6) Receipt by the department of a copy of a signed construction contract between the school district or charter school and a contractor authorized to conduct construction business in New Hampshire by the secretary of state.

(f) The department shall disburse 80% of the estimated school building aid grant to the school district or charter school. The remainder of the grant shall be encumbered until the completion of the project.

(g) School districts shall submit quarterly project status updates to the department until the project is completed.

(h) The department shall ~~calculate~~ **disperse** the final grant payment based on actual costs of the project ~~upon receipt~~ **after review** and verification of the ~~final application form dated 2013~~ **information submitted with the request for final payment identified in Ed 321.23(z)**. ~~The final payment shall be disbursed to the school district or charter school following the issuance of the project application completion form dated 2013.~~

Readopt Ed 321.25, effective 6-15-13 (Document #10363), to read as follows:

Ed 321.25 Building Aid for Planning and Design of School Facilities. Building aid for architectural, engineering, and other services associated with the planning and design of new school facilities or modifications to existing facilities as authorized by RSA 198:15-b,II(b) and (d) shall not be paid until construction has been approved by the legislative body of the school district or board of directors of a charter school and the project has been approved for funding by the department.

Readopt Ed 321.26, effective 6-15-13 (Document #10363), to read as follows:

Ed 321.26 Maximum Allowable Construction Cost.

(a) School building aid grants shall be subject to the maximum allowable construction cost under RSA 198:15-b,IV(a).

(b) School building aid shall be calculated based upon the actual construction cost or the maximum allowable construction cost, whichever is lower. The department shall publish the maximum allowable construction cost no later than November 1 of each year. The annually published maximum allowable construction cost shall apply to construction which begins after March 31 of the following year.

(c) The department shall use construction cost and inflation indices developed by the R.S. Means Company of Kingston, Massachusetts as the basis for setting the annual maximum allowable construction cost. The department shall compare the R.S. Means data to actual construction costs for the previous 3 years, and shall adjust the maximum allowable cost upward if the R.S. Means data is lower than the average cost for the previous 3 years after adjusting the actual costs for inflation.

(d) The school district may request a waiver under Ed 321.30 for the maximum construction cost allowed under Ed 321.26.

Readopt with amendment Ed 321.24, effective 6-15-13 (Document #10363), to read as follows:

Ed 321.27 Substantial Renovation. Eligibility for school building aid for substantial renovations as authorized by RSA 198:15-b, II(f) shall be determined as follows:

(a) The construction cost of the renovation project shall be compared to the construction cost of a complete new building equal in size to the building to be renovated using the maximum allowable construction cost as set by Ed 321.26.

(b) The construction cost of the renovation project shall exceed 25 percent of the construction cost of a new building or \$5 million, whichever is lower.

(c) In order to allow school districts to complete large renovation projects without borrowing, school districts may propose projects to be funded over several years through direct appropriations. A complete **building aid** application ~~form dated 2013 identified in Ed 321.23(e)~~, including design drawings and technical specifications for all phases of the project shall be submitted in the fiscal year prior to the start of construction. The scope of work and estimated cost of each phase shall be ~~indicated on~~ **attached to the building aid** application ~~supplement form dated 2013~~. The total cost of all phases shall be used to determine the eligibility of projects which are scheduled to be phased over 2 or more consecutive years, subject to the approval of funding for subsequent phases by the legislative body of the school district. In the event the district fails to fund subsequent phases of the project, school building aid payments shall cease and the district shall return all state funds received for the project. A lapse of one year shall be approved upon request of the district. Multi-year projects shall not exceed 5 years unless. Multi-year projects shall be evaluated for prioritization under Ed 321.23 (g)-(n) in the first year in which funding is requested. Grants shall be calculated each year based on the amount appropriated by the district in that year.

(d) If the construction cost of the renovation project exceeds 60 percent of the cost of new construction, the following additional criteria shall be met:

(1) The school district shall provide documentation that new construction was considered in lieu of renovation and explain why the renovation alternative was chosen; and

(2) The scope of the renovation project shall provide that all building systems shall be upgraded to the most current codes and standards and that the building shall be fully accessible to individuals with disabilities.

(e) Renovation work done in conjunction with additions to existing buildings shall not be subject to paragraphs (a) through (c) above, but shall be subject to paragraphs (f) through (j) below.

(f) School districts shall maintain adequate property insurance to pay for damages resulting from weather and other natural events. School building aid shall not be provided for work that is covered by insurance or that should reasonably be expected to be covered by insurance.

(g) School building aid shall not be paid for repairs to equipment or structures that are covered by a valid warranty or guarantee. If a warranty has been invalidated by the actions of a school district or its staff, school building aid shall not be paid for damages incurred during the warranty period.

(h) School building aid shall not be paid for repairs to buildings, systems, or components that result from failure to perform proper maintenance. In making this determination, the department shall compare the age of the damaged materials or equipment to the expected useful life of the materials or equipment based on commonly accepted industry standards. School districts shall be required to provide maintenance records and other documentation concerning their maintenance program if necessary for the department to clearly understand the cause of equipment or system damage.

(i) School building aid shall not be paid for work that results from failure to follow building codes or previous guidance from the department.

(j) School building aid shall not be paid for repairs for which the school district makes a legal claim for damages until the legal proceeding has been resolved. In such cases, any portion of the claim that is not satisfied by the legal proceeding shall be eligible for school building aid subject to the limitations in Ed 321.27(a) to (h).

(k) A school district may request a waiver under Ed 321.30 for how eligibility for school building aid for substantial renovations is determined under Ed 321.27.

Readopt Ed 321.24, effective 6-15-13 (Document #10363), to read as follows:

Ed 321.28 Community Use.

(a) Selected areas within a school facility may be constructed in a size large enough to accommodate use of the facility for community purposes other than education. School building aid, however, shall be limited to the maximum allowable size and maximum allowable construction cost limits as described in Ed 321.04, Ed 321.06 and Ed 321.26.

(b) Required educational space shall not be eliminated or reduced in order to provide community use space within the maximum size and cost limits.

(c) A school district may request a waiver under Ed 321.30 for the limitation on school building aid and required educational space under Ed 321.28(a) and (b).

Readopt with amendment Ed 321.24, effective 6-15-13 (Document #10363), to read as follows:

Ed 321.29 Ineligibility for School Building Aid.

(a) The following shall be considered ineligible for school building aid under RSA 198:15-c unless a waiver is granted under Ed 321.30:

- (1) Swimming pools or natatoriums;
- (2) Field houses;
- (3) Indoor tennis courts;
- (4) Indoor tracks except suspended tracks that do not increase the overall size of the building;
- (5) Ice rinks;
- (6) Artificial turf on athletic fields;
- (7) Auditoriums with a seating capacity including seating capacity for staff greater than 50 percent of the building support space design capacity;
- (8) All auditoriums in elementary schools;
- (9) Resurfacing of tracks, courts, and playing fields;
- (10) Motor vehicles;
- (11) School administrative unit facilities;
- (12) Career and technical centers receiving project funding under RSA 188-E; and
- (13) Text books;
- (14) Computers and software that are not integral to the building systems;**
- (145) Portable classrooms; and**
- (156) Leases.**

(b) The following one-time expenses for ~~completely~~ **newly formed** schools ~~only~~ shall be eligible for school building aid under RSA 198:15-c:

- (1) Library books;
- (2) Computer software; and
- (3) Outdoor athletic facilities.

(c) School districts may submit a written request to the commissioner for inclusion of such items in their school building aid grant. The request shall include an explanation of how approval of the request

will support the educational needs of the school district. The written request shall be submitted according to the waiver provisions in Ed 321.30.

(d) Appeals of decisions concerning eligibility may be made to the state board of education under Ed 200. Nothing in this section shall preclude a school district from constructing such facilities or purchasing items with local funds.

Readopt with amendment Ed 321.24, effective 6-15-13 (Document #10363), to read as follows:

Ed 321.30 Waiver Provisions.

(a) The commissioner of the department or the commissioner's designee may grant waivers for the standards required in Ed 321.03, Ed 321.04, Ed 321.06, Ed 321.10, Ed 321.12, Ed 321.21, **Ed 321.23(b)**, Ed 321.26, Ed 321.27, Ed 321.28, and Ed 321.29.

(b) Waiver requests shall:

- (1) Be submitted in writing;
- (2) Be signed by the superintendent of schools of the district requesting the waiver;
- (3) Include:
 - a. Reference to the specific section of Ed 321 for which a waiver is requested;
 - b. A detailed explanation of the standard to be waived and the degree to which the standard will be met if the request for waiver is approved;
 - c. A detailed explanation of the conditions that prevent compliance with the standards of Ed 321, or an explanation of how the waiver is in the best interest of education or is the most effective use of resources;
 - d. An explanation of the district's attempts to achieve compliance with the standard;
 - e. Maps, drawings, or diagrams as appropriate to illustrate and clarify the waiver request;
 - f. An explanation of the impact of a denial of the request for a waiver; and
 - g. Other information to support the request that the district would like to have considered.

(c) Waivers for Ed 321.03(f) shall also include the following information:

- (1) A site utilization plan showing all pertinent features for meeting the requirements of the educational specifications that includes:
 - a. The location for parking;
 - b. Out-of-door play areas;

c. Other municipal playing fields; and

d. Any other spaces available for student use;

(2) A long-range plan for any planned expansion of future spaces, such as additions, playing fields, parking lots and any other spaces available for student use; and

(3) Any pertinent data relative to land values and the availability of other property, contiguous or not, that can be acquired to enlarge a school site.

(d) The commissioner or the commissioner's designee may request additional information prior to a ruling on the request for a waiver.

(e) A written ruling shall be provided to the district by the department within 60 days of receipt of the request for a waiver or following receipt of any additional information requested by the department. A waiver shall be approved if in the determination of the commissioner of the department or the commissioner's designee, approval of the request for a waiver will not compromise the quality of education required in Ed 306 or is the best use of available resources.

(f) Any part of construction work that is dependent upon or otherwise affected by the results of the request for waiver shall not proceed until a ruling on the request has been received from the department.

(g) School districts may appeal the decision of the commissioner or the commissioner's designee to the state board as provided in Ed 200.

Readopt with amendment Ed 321.24, effective 6-15-13 (Document #10363), to read as follows:

Ed 321.31 Air Quality and Energy Efficiency Projects. Projects intended to improve air quality or energy efficiency shall be eligible to receive school building aid in accordance with RSA 198:15-b,II,(g) and shall not be subject to the requirements of Ed 321.27. Air quality or energy efficiency projects may be financed through a lease-purchase agreement with a vendor. A copy of the lease-purchase agreement shall be submitted to the bureau of school approval and facility management, with the final application for school building aid. The agreement shall clearly indicate the costs of labor and equipment separate from rental costs, utility costs, maintenance service costs, interest, or any other charges that are not eligible for school building aid under RSA 198:15-b,II.

Ed 321.32 REPEALED

Executive Summary

Submitted 09/27/2019

The Special Education Standards Subcommittee of the Professional Standards Board is pleased to submit the administrative rules for General Special Educator (Ed 507.40) and the advanced endorsements of Intellectual and Developmental Disabilities (Ed 507.42), Specific Learning Disabilities (Ed 507.43), and Emotional Behavior Disorder (Ed 507.44). The subcommittee is also submitting the administrative rules for Early Childhood Special Educator (Ed 507.41). The group is recognizing the similarities between General Special Educator and Early Childhood Special Educator and requesting that the two rules be kept separate and distinct due to the unique differences in funding under IDEA, the hierarchy of Special Education Licensure, and the impact on higher education requirements.

The Individuals with Disabilities Education Act (IDEA), enacted by congress in 2004, is the federal law that guides and funds the field of special education. IDEA consists of four parts. For the purpose of the certification process of special educators in the state of New Hampshire, we are focused on Part B and Part C in IDEA. Part B is the federal statute in place that provides states with support in providing a free and appropriate public education in the least restrictive environment for children with disabilities between the ages of 3 and 21. Part C is federal statute in place to provide states with support in early intervention services for infants and toddlers, birth through age two, and their families (IDEA, 2004). The purpose for the distinction between these two parts was an effort to provide specialized services and related services for children earlier in life in an effort to mitigate some of the life-long costs that are associated with an educational disability (IDEA: Part C, 2004). There is research to support the benefits of providing early intervention services earlier in life, rather than waiting for school age (Carroll & Sixsmith, 2016;

Guralnick, 2005; and Guralnick, 1998). Resources and early intervention provide opportunities to gain skills when their disability may impact their ability to learn at a typical trajectory.

The language in General Special Education and Early Childhood Special Education appears to be very similar, because, although there are two different parts of the law that guide the two different endorsements, IDEA is one law that ultimately guides both endorsement areas. The largest distinction between these two endorsements is that one is focused on young children and one is focused on students. This is important to recognize the distinction between the two endorsements as this has a substantial impact on how an educator is prepared.

In addition, in New Hampshire, we have a structure where an educator may obtain an advanced endorsement (Intellectual and Developmental Disabilities, Emotional and Behavioral Disabilities, Specific Learning Disabilities) after obtaining their general special education license. If we were to migrate the General Special Education and the Early Childhood Special Education endorsement in to one, this opens up an area of confusion where an educator might try to pursue an advanced endorsement after obtaining an Early Childhood Special Education license. The understanding is that the migration of these two endorsements would be an effort to make things clearer, but it seems that it would actually make things less clear because of the advanced endorsements in special education.

Also, within the higher education structure in New Hampshire, the majority of programs recognize the distinct differences between law, curriculum, assessment, behavioral strategies, and theory for young children and older children. Course selection, experiential learning, and clinical practice for incoming candidates are structured to provide targeted opportunities for teacher learning either with young children or with older children up to age 21 in the areas of foundations, curriculum, assessment, instruction, Special Education Law. While there is some

overlap in age between the two differing administrative rules, the overlap is in consideration of schools who would have to change service providers mid school year.

Therefore, we are requesting to keep the administrative rules for Early Childhood Special Education Teacher and Special Education Teacher separate and distinct to reflect the intention of IDEA, to avoid confusion for educators and higher learning institutions, and to keep clear the distinction between the two licenses.

References

- Carroll, C., & Sixsmith, J. (2016). A trajectory of relationship development for early intervention practice for children with developmental disabilities. *International Journal of Therapy & Rehabilitation*, 23(3), 131–140. <https://doi-org.proxy1.ncu.edu/10.12968/ijtr.2016.23.3.131>
- Guralnick M. J. (1998) Effectiveness of early intervention for vulnerable children: a developmental perspective. *American Journal on Mental Retardation* 102, 319–345.
- Guralnick M. J. (2005) Early intervention for children with intellectual disabilities: current knowledge and future prospects. *Journal of Applied Research in Intellectual Disabilities* 18, 313–324.

Readopt with amendment and renumber Ed 507.40 as Ed 508.12, effective 9-16-11 (Document #12603), to read as follows:

Ed 507.40 ~~General Special Education Teacher; **General Requirements.** The following requirements shall apply to the certification and employment of a general special education teacher:~~

(a) To be ~~certified~~ **licensed** as a general special education teacher *specified in Ed 507.41 or an early childhood special education teacher specified in Ed 507.??*, the candidate shall have at least a bachelor's degree.

~~(b) A general special education teacher shall be certified as one or both of the following:~~

- ~~(1) An early childhood general special education teacher for children from birth up to age 8;~~
~~or~~
- ~~(2) An elementary/secondary general special education teacher for children age 5 up to age 21.~~

~~(eb) A candidate for certification~~ **licensure** as an ~~early childhood general special education teacher as specified in Ed 507.41 or for licensure as an early childhood special education teacher as specified in Ed 507.??~~ for children birth up to age 8 or as an elementary/secondary general special education teacher for children age 5 up to age 21 shall have the following skills, competencies and knowledge through a combination of academic and supervised field based experience in the following areas **as applicable to the endorsement area sought:**

(1) In the area of ~~theoretical~~ foundations, the candidate shall have the ability to:

- a. Describe the philosophies, historical perspectives, theories, models, **federal law, state law**, and ~~current issues~~ **case law** related to knowledge and practice in general and special education;
- b. Understand how philosophical and historical perspectives influence professional practice;
- c. Understand the role of families in supporting the development of a student's ability to learn, interact socially, and live as a contributing member of the community; ~~and~~
- d. Understand the functions of schools, school systems, and other agencies and their relationships to general and special education; **and**
- e. Understand the components of a legally defensible education program;**

(2) In the area of **development and** characteristics of learners, the candidate shall have the ability to:

- a. Describe the similarities and differences in human **growth and** development of ~~students~~ **individuals** with and without disabilities within and across cognitive, **academic, developmental**, social, ~~emotional~~ **language, sensory, diversity**, and physical, **and emotional or behavioral** areas;

b. ~~Describe~~*fine* the characteristics *and their respective educational implications* of various types *all kinds* of disabilities *in federal statutes, federal regulations,* and educational implications~~Ed 1100~~;

c. ~~Understand the etiologies, medical aspects, and impact of sensory disabilities on~~
Demonstrate knowledge and understanding of diversity, families, communities, gender and society that influence learning; and

d. ~~Understand that the experiences of students with disabilities impact their ability to function within the family and community environment~~*Demonstrate understanding of the influences of environment and co-existing conditions, disabilities, or both, in individuals;*

(3) In the area of learning differences, the candidate shall have the ability to:

a. ~~Understand and utilize the diverse range~~ *results* of students' *individuals'* *evaluations, assessments and other information from a variety of sources, including parents and students, to identify academic, developmental, social, emotional, behavioral, functional skills, and post-secondary transition educational needs* ~~approaches to learning and the range of modifications and accommodations that can be used to support learning;~~

b. ~~Recognize~~ *Demonstrate knowledge and understanding of the learning differences, preferences, and needs of* students with disabilities *including multiple influences of human growth and development in collaboration with team members in the development of individualized educational programs* ~~within the broader context of their families, cultural backgrounds, socioeconomic classes, languages, communities, and peer and social groups;~~

c. ~~Demonstrate understanding of a student's~~ *Understand how the* learning differences, *preferences, and needs of students with disabilities affect progress in the general curriculum, extracurricular activities, and other nonacademic areas* ~~in the development of the IEP and transition needs;~~

d. ~~Understand how information processing skills can impact~~ *Identify levels of special education services, supplementary aids and services, and support for school personnel to create inclusive instructional opportunities that accommodate diverse student learning needs;*

e. ~~Relate levels of support to the needs of the student with disabilities, creating instructional opportunities that are adapted to diverse learning needs~~ *Understand and utilize the diverse range of a student's approach to learning and the range of modifications and accommodations that can be used to support learning;*

f. ~~Understand the effects exceptional condition(s) can have on a student's learning in school and life~~ *Understand the concept of least restrictive environment and the continuum of educational environments; and*

g. *Recognize the relationships among a student's academic, and social, emotional, behavioral and functional abilities, attitudes, and interests and values on instruction, transition planning, and career development;*

(4) In the area of learning and social environments, the candidate shall have the ability to:

- ~~a. Design learning environments that encourage individual academic success in one to one, small group, and large group settings~~ ***Incorporate research based instructional frameworks to promote access, equity, and respect for all students in the general education environments;***
- ~~b. Identify realistic expectations for social behavior and social skills needed for success in school and community settings~~ ***Use effective routines, clear expectations and procedures to create safe, caring, respectful, and productive learning environments;***
- ~~c. Use functional assessments to develop plans related to instruction, behavior, intervention, and direct service~~ ***Use a range of preventive and responsive practices documented as effective to support an individual's social, emotional, and educational well-being;***
- ~~d. Use a variety of positive behavior intervention techniques to control targeted behavior, support learning, social relationships, and maintain attention of students with disabilities~~ ***Collaboratively select, administer, analyze, and interpret multiple measures of student's learning, behavior, and the classroom environment to evaluate and adapt classroom settings utilizing interventions and adapting instructions;***
- ~~e. Recognize and use strategies for crisis prevention and intervention~~ ***Structure learning environments and activities to develop and foster a student's self-awareness, self-management, self-regulation, self-reliance, and self-esteem; and***
- ~~f. Identify supports needed for inclusion in various program placements~~ ***Provide positive and constructive feedback to guide a student's learning and behavior;***
- ~~g. Organize, develop, and sustain learning environments that support positive strategies to live harmoniously and productively in a culturally diverse world;~~
- ~~h. Foster skill development in self-advocacy for increased independence in learning and daily functioning;~~
- ~~i. Understand demands of the learning environment and fosters accessibility;~~
- ~~j. Understand the barriers influencing acceptance of individuals with disabilities;~~
- ~~k. Encourage students' development and use of self-assessment, study skills, and other cognitive strategies to meet their learning needs; and~~
- ~~l. Structure activities to increase a student's self-awareness, self-management, self-control, self-reliance, and self-esteem;~~

(5) In the area of assessment, the candidate shall have the ability to:

- ~~a. Understand the legal policies and ethical principles~~ ***federal law, state law, and administrative rules pertaining to students with disabilities for required assessments***

and qualified examiners by disability type for the evaluation of students with disabilities as part of assessment related to the special education process;

b. Understand procedures and timelines for the referral, evaluation and determination of eligibility for special education and related services;

~~bc.~~ Understand the range of formal *and informal* assessments, instruments, *and results* and their purposes in the special education process *form making educational decisions;*

~~ed.~~ *Collaboratively select, Administer in native language, communication mode, or both, and interpret multiple and write a report for a formal and informal, culturally and linguistically appropriate measures and procedures that are valid and reliable, understand their limitations, and demonstrate the ability to write a formal report academic assessment instrument;*

~~de.~~ Understand and utilize the range of informal assessment instruments for making educational decisions *Systematically use data from a variety of sources to identify the function served by problem behavior to plan, implement, and evaluate behavioral interventions;*

~~e.~~ Interpret and report information from formal and informal assessments *Assess, analyze, interpret, and communicate a student's progress towards measurable outcomes, using technology as appropriate, to inform both short- and long-term planning and make ongoing adjustments to instruction;* and

~~f.~~ Identify and implement national, state, and local assessment accommodations and modifications for students with disabilities *Demonstrate an understanding of the manifestation determination process;*

(6) In the area of instructional planning and strategies, the candidate shall have the ability to:

~~a.~~ *Collaboratively plan and Pparticipate in best practices in* co-teaching to strengthen learning and achievement in the general curriculum for students with disabilities;

~~b.~~ Implement and evaluate individualized learning goals, prioritizing areas of the general curriculum *Incorporate supports, services, and supplementary aids, including equipment, materials, and assistive technology, across all environments;*

~~c.~~ Design and implement instructional programs *effective strategies* that address independent living and career education for *promote active student engagement, increase student motivation, and enhance self-regulation of a student's learning;*

~~d.~~ Identify resources and techniques used to transition students with disabilities into school, from grade to grade, and into post-school environments *Utilize evidenced-based interventions and strategies from multiple approaches validated for specific characteristics of learners based on formative and summative assessment, to create and implement lesson plans for academic, social, and behavioral content that are responsive to diverse backgrounds;*

e. ~~Create and utilize lesson plans that demonstrate a repertoire of evidence-based instructional strategies to individualize instruction for students with disabilities~~ ***Support the implementation of annual measurable goals, with specially designed instruction, accommodations, and modifications;***

f. ~~Identify reading, writing, math, and study skills of students with disabilities and use methods to address these learning needs~~ ***Provide specially designed instruction in the areas of reading and writing including phonemic awareness, phonics, fluency, vocabulary, comprehension, and written expression for students with disabilities to increase accuracy and proficiency;***

g. ~~Identify and teach essential concepts, vocabulary, and content across the general curriculum~~ ***Provide specially designed instruction in the areas of counting and cardinality, operations and algebraic thinking, numbers and operations base ten, numbers and operations with fractions, measurement and data, geometry, ratios and proportional relationships, the number system, functions, and statistics and probability for students with disabilities to increase accuracy and proficiency;***

h. ~~Use instructional methods to strengthen and compensate for deficits in perception, comprehension, and memory~~ ***Identify and explicitly teach executive functioning and social skills;***

i. ~~Implement systematic instruction to teach accuracy, fluency, and comprehension in content area reading and written language~~ ***Identify and teach strategies for preparing individuals to live independently, cooperatively, and productively in society;***

j. ~~Identify and use federal, state, and local curriculum standards in planning the scope and sequence of general and special education curriculum~~ ***Use individualized strategies to enhance language development and communication skills; and***

k. ~~Incorporate instructional and assistive technology into the educational program~~ ***Use progress monitoring from ongoing assessment data to evaluate instruction and student performance, and make responsive adjustments to instruction or individual education plan;***

l. ~~Encourage students' development and use of self-assessment, study skills, and other cognitive strategies to meet their learning needs;~~

m. ~~Use a variety of assessment data and information to make modifications or accommodations to the instructional plan; and~~

n. ~~Develop and select instructional content, resources, and strategies that respond to cultural, linguistic, and gender differences;~~

(7) ~~In the area of language development and differences~~ ***curricular content and knowledge,*** the candidate shall have the ability to:

a. ~~Understands the effect of language development on academic and social development~~ ***Use theories and research that form the basis of curriculum development and instructional practices;***

- ~~b. Understand typical and atypical language development and factors that impact experience and use of language~~ ***Use state, local, or both content standards for planning, teaching, accommodating, and assessing to individualized learning across all settings;***
- ~~c. Use individualized strategies to enhance language development and teach communication skills~~ ***Use technology related to curriculum content for planning and managing teaching and learning environments;***
- ~~d. Demonstrate the ability to select, design, and use augmentative, alternative, and assistive technologies, materials, and resources to support and enhance communication of students with disabilities~~ ***Integrate effective social and life skills within the academic curriculum;***
- ~~e. Provide effective language models and use strategies and resources to facilitate learning of the general curriculum; and~~
- ~~f. Recognize the effects of cultural and linguistic differences on growth, development, and effective communication;~~

(8) In the area of professional and ethical practice, the candidate shall have the ability to:

- ~~a. Demonstrate educational practice within the code of ethics, including confidentiality and other standards of the profession;~~
- ~~b. Construct a personal plan and participate in professional development regarding current issues and best practice;~~
- ~~c. Recognize personal cultural biases and differences that affect one's teaching;~~
- ~~d. Reflect on one's practice to guide professional growth and improve instruction to meet the needs of students with disabilities;~~
- ea. Identify organizations and publications relevant to students with disabilities;***
- fb. Identify sources of unique services, networks, and organizations for students with disabilities;***
- ~~g. Advocate for appropriate services for students with disabilities;~~
- ~~h. Describe the ethical principles and current issues related to knowledge and practice in general and special education;~~
- ic. Describe the rights and responsibilities of schools, students, families, teachers, and other professionals related to the identification, placement, and service of students with disabilities in accordance with procedural safeguards of Ed 1120 and 34 CFR 300.504; and***
- jd. Understand how issues of human diversity can impact families, cultures, and schools, in the delivery of special education services;***

~~(9) In the area of special education, the candidate shall have:~~

~~a. The ability to understand the federal law, state law, local policies and the New Hampshire Standards for the Education of Children with Disabilities in Ed 1100, including the following steps in the special education process:~~

~~1. Identification of children with disabilities under the child find procedures specified in Ed 1105;~~

~~2. Referral procedures specified in Ed 1106;~~

~~3. Evaluation procedures specified in Ed 1107;~~

~~4. Determination of eligibility under Ed 1108;~~

~~5. Development of the Individual Family Service Plan (IFSP) or Individualized Education Program (IEP) under Ed 1109;~~

~~6. Determination of educational placement under Ed 1111; and~~

~~7. Implementation and monitoring of the IFSP or IEP under Ed 1109.06;~~

~~b. The ability to develop and implement comprehensive IEPs and transition plans which address the abilities and needs of the students with disabilities;~~

~~c. The ability to understand IDEIA, Section 504, related parts of the Elementary and Secondary Act and Ed 1100;~~

~~d. The ability to understand Ed 306 Minimum Standards for Public School Approval; and~~

~~e. Knowledge of and the ability to understand case law and how case law affects professional practice; and~~

~~(10) In the area of collaboration, the candidate shall have the ability to:~~

~~*a. Utilize communication, group facilitation, and problem-solving strategies in a culturally responsive manner to lead effective meetings and share expertise and knowledge to build team capacity and jointly address students' instructional and behavioral needs;*~~

~~*ab. Collaborate, communicate, and coordinate with families, school personnel, agencies, and community members in culturally responsive ways to facilitate access for students with disabilities in a variety of settings paraprofessionals, and other professionals within the educational setting to assess, plan and implement effective programs and services that promote progress toward measurable outcomes for individuals with and without disabilities;*~~

~~*b. Recognize the roles of professional groups and referral agencies in identifying, assessing, and providing services to students with disabilities;*~~

~~c. Participate in co-planning to strengthen learning in the general curriculum for students with disabilities~~ ***Collaborate, communicate, and coordinate with professionals and state and local agencies within the community to identify and access services, resources, and supports to meet the identified needs of individuals with disabilities and their families;***

~~d. Facilitate the successful transitions of students with disabilities across settings and~~ ***Advocate for and secure appropriate services for students with disabilities; and***

e. Foster respectful and beneficial relationships between families and professionals ***through the use of meaningful parent engagement;***

~~f. Use facilitation and group problem-solving skills to develop, implement, and evaluate IEPs;~~

~~g. Structure, direct, and support the activities of paraprofessionals, volunteers, peer and adult tutors; and~~

~~h. Collaborate with families, other educators, service providers, and personnel from community agencies to implement instructional strategies for student self-management and advocacy.~~

(d) Each candidate for certification ***licensure*** as an ~~elementary/secondary general~~ special education teacher for ~~children~~ ***students*** age 5 up to age 21 shall have the following skills, competencies, and knowledge through a combination of academic and supervised ***clinical*** field-based experiences:

(1) Skill in engaging ~~with children~~ ***students*** with and without disabilities from age 5 up to age 21; and

(2) Ability to engage in the full range of teaching activities, roles, and responsibilities encountered in the school and community settings of a ~~child~~ ***student*** with disabilities.

(e) ~~General~~ ***Special education certification licensure*** shall qualify a teacher to ~~teach children with disabilities:~~

(1) ***Teach specially designed instruction to students with disabilities whose placement is along the continuum of alternative educational environments but do not*** ~~Who are able to benefit from general and special education but do not~~ require the specialized knowledge and skills of an educator with a categorical endorsement as defined in Ed-612.07 (e) ~~(h)~~ ***507.42 through Ed 507.47; and***

(2) ~~Whose placement is in general education for more than 50% of the day~~ ***Teach curriculum, aligned to alternative academic standards, in consultation with certified content area teachers, to children with disabilities.***

(f) “General education,” as used in (e)(1) and (2) above, means for ~~children~~ ***students*** in elementary, middle, or high school, instruction in a setting that has the inclusion of ~~children~~ ***students*** with disabilities in proportion to their presence in the general population utilizing the curriculum of the elementary, middle, or high school and taught by a certified elementary, middle, or high school teacher, with supports from special education personnel, as necessary.

~~(g) A teacher with general special education certification may serve on the initial identification and the IEP team of a child with a disability for:~~

~~(1) Students with disabilities for whom a categorical certification endorsement does not exist; or~~

~~(2) If the child meets the criteria specified in (f)(1) and (2) above.~~

Ed 507.41 Early Childhood Special Education Teacher. ~~The following requirements shall apply to the certification and employment of an early childhood special education teacher for children from birth up to age 8:~~

(a) To be ~~certified~~ **licensed** as an early childhood special education teacher ~~for children from birth up to age 8~~, the candidate shall have at least a bachelor's degree;

(b) A candidate for ~~certification~~ **licensure** as early childhood special education teacher for children from birth up to age 8 **through grade 3** shall **meet the requirements of Ed 507.40 in addition to** ~~the have the following skills, competencies and knowledge through a combination of academic and supervised field-based experience in~~ the following areas:

(1) In the area of ~~theoretical~~ foundations, the candidate shall have the ability to:

a. Describe the philosophies, historical perspectives, theories, models, **federal law, state law**, and ~~current issues~~ **case law** related to knowledge and practice in early childhood education and special education;

b. Understand how philosophical and historical perspectives influence professional practice;

c. Understand the role of families in supporting the development of a young child's ability to learn, interact socially, and ~~participate in~~ **live as a contributing member of** the community; ~~and~~

d. Understand the functions of **early childhood settings**, schools, school systems, **community systems**, and other agencies and their relationships to early childhood education and special education; **and**

e. Understand the components of a legally defensible education program;

(2) In the area of **development and** characteristics of learners, the candidate shall have the ability to:

a. Describe ~~child development and~~ the similarities and differences in ~~patterns of learning and development within and across temperament~~ **human growth and development of young children with and without disabilities, within and across cognitive, academic, developmental, social, emotional or behavioral, communicative temperament, language, sensory, diversity, and physical domains in young children birth—grade 3 with and without disabilities** ~~areas~~;

b. ~~Describe~~ **define** the characteristics *and their respective educational implications* of ~~various~~ **all** types of disabilities *as described in federal statutes, federal regulations, and the impact on learning and development Ed 1100*;

c. **Demonstrate knowledge and Understanding** the etiologies and medical aspects of various types of disabilities and their impact on *diversity, families, communities, gender, and society that influence* learning and development; and

d. **Demonstrate Understanding** that the experiences of young children with disabilities impact their ability to function within the family and community *of the influence of environment, co-existing conditions, and disabilities on young children*;

(3) In the area of ~~approaches to learning~~ **differences**, the candidate shall have the ability to:

a. Understand and utilize the ~~range of accommodations and modifications that can be used to support learning~~ *the results of a young child's evaluations, assessments, and other information from a variety of sources, including parents and young children, to identify academic, developmental, social, emotional, behavioral, and functional skills*;

b. Use **Demonstrate** knowledge *and understanding* of the ~~broader context of families, peers, communities and culture and understand how these factors impact learning~~ *differences, preferences, and needs of young children with disabilities including multiple influences of human growth and development in collaboration with team members in the development of individualized family service programs (IFSP) and individualized education programs (IEP)*;

c. ~~Use knowledge of~~ **Understand** how *the learning differences, preferences, and needs of young children with disabilities* ~~approach learning and use children's strengths and needs in the development of IFSPs/IEPs~~ *affect progress in preschool activities, the general curriculum, extracurricular activities, and other nonacademic areas*;

d. ~~Understand the impact of transitions and need for continuity across time and settings~~ **Identify levels of special education services, supplementary aids and services, and support for school personnel to create inclusive instructional opportunities that accommodate diverse learning needs**;

e. ~~Apply knowledge of a child's auditory, visual, and kinesthetic preferences to learning~~ **Understand and utilize the diverse range of a young child's approaches to learning and the range of modifications and accommodations that can be used to support learning**;

f. ~~Match levels of support to the needs of the young child with disabilities, creating instructional opportunities that are adapted to diverse learning needs~~ **Understand the concept of least restrictive environment and the continuum of educational environments**; and

g. ~~Utilize the child's interests and abilities in planning instruction and intended teaching~~ **Recognize the relationships among a young child's academic, social,**

emotional, behavioral and functional abilities, attitudes and interests on the activities of young children and instruction;

(4) In the area of learning and social environments, the candidate shall have the ability to:

- a. ~~Design learning environments that encourage individual academic success in one to one, small group, and large group settings~~ *Incorporate research based instructional frameworks to promote access, equity, and respect for all children in the early childhood and general education environments;*
- b. ~~Identify realistic expectations for social behavior and social skills needed for success in natural environments and school and community settings~~ *Use effective routines, clear expectations and procedures to create safe, caring, respectful, and productive learning environments;*
- c. ~~Use functional and developmental assessments to create plans related to instruction, behavior, intervention, supports, and direct services~~ *of range of preventive and responsive practices documented as effective to support individuals' social, emotional, and educational well-being;*
- d. ~~Use a variety of positive behavior intervention techniques to control targeted behavior, support learning and social relationships, and maintain attention of young children with disabilities~~ *Collaboratively select, administer, analyze, and interpret multiple measures of a young child's learning, behavior, and the classroom environment to evaluate and adapt classroom settings utilizing interventions and adapting instruction;*
- e. ~~Recognize and use strategies for crisis prevention and intervention~~ *Structure learning environments and activities to develop and foster a young child's self-awareness, self-management, self-regulation, self-reliance, and self-esteem; and*
- f. ~~Identify supports needed for inclusion in various natural settings and program placements~~ *Provide positive and constructive feedback to guide a young child's learning and behavior;*
- g. ~~Organize, develop, and sustain learning environments that support positive strategies to live harmoniously and productively in a culturally diverse world;~~
- h. ~~Create learning environments that allow young children to retain and appreciate their own and each other's respective language and cultural heritage;~~
- i. ~~Understand demands of the learning environment and foster accessibility;~~
- j. ~~Understand the barriers influencing acceptance of young children with disabilities; and~~
- k. ~~Structure activities to increase a young child's self awareness, self management, self control, self reliance, and self esteem for increased independence in learning and daily functioning;~~

(5) In the area of assessment, the candidate shall have the ability to:

- a. Understand the ~~legal policies and ethical principles of~~ ***federal law, state law, and administrative rules pertaining to young children with disabilities, for required assessments and qualified examiners by disability type for the evaluation of young children with disabilities as part of assessment*** related to ~~early intervention and the special education process;~~
- b. ~~Understand the range of formal assessment instruments and their purpose~~ ***Understand early childhood services and supports (birth up to age 3) and the transition process from the IFSP to the IEP by age 3;***
- c. ~~Administer and write reports for formal developmental and academic assessment instruments~~ ***Understand procedures and timelines for the referral, evaluation, and determination of eligibility for special education and related services;***
- d. Understand and utilize the range of informal assessments, instruments, ***and results and their purpose in the education process*** for making educational and program decisions;
- e. ~~Interpret and report information from formal and informal assessments~~ ***Collaboratively select, administer in native language and/or communication mode, and interpret multiple formal and informal, culturally and linguistically appropriate measures and procedures that are valid and reliable, understand their limitations, and demonstrate the ability to write a formal report; and***
- f. ~~Identify and implement national, state, and local assessment accommodations and modifications for young children with disabilities~~ ***Systematically use data from a variety of sources to identify the function served by problem behavior to plan, implement, and evaluate behavioral interventions; and***
- g. ***Assess, analyze, interpret, and communicate a young child's progress towards measurable outcomes, using technology as appropriate, to inform both short- and long-term planning and make ongoing adjustments to instruction.***

(6) In the area of instructional planning and strategies, the candidate shall have the ability to:

- a. ***Collaboratively plan and*** ~~Participate in~~ ***best practices in*** co-teaching to strengthen learning and achievement in ~~natural environments~~ ***preschool activities, home setting, and the early childhood general education*** curriculum for young children with disabilities;
- b. ~~Implement and evaluate individualized learning goals, prioritizing areas of the early childhood curriculum and the importance of play~~ ***Incorporate supports, services, and supplementary aids, including equipment, materials, and assistive technology, across all environments;***
- c. ~~Design and implement instructional programs that address self-help skills and career awareness for~~ ***effective strategies that promote active engagement, increase motivation, and enhance self-regulation of a young children's learning;***

d. Identify resources and techniques used to transition young children with disabilities across time and settings *Utilize evidence-based interventions and strategies from multiple approaches validated for specific characteristics of learners based on formative and summative assessment, to create and implement lesson plans for academic, social, and behavioral content that are responsive to diverse backgrounds;*

e. Create and utilize methods and lesson plans that demonstrate a repertoire of evidence-based instructional strategies to individualize instruction for young children with disabilities *Support the implementation of annual measurable goals, with specially designed instruction, accommodations, and modifications;*

f. Use developmentally appropriate methods to promote the foundations of learning, including, but not limited to, language, literacy, math and study skills *Provide specially designed instruction in order to increase accuracy and proficiency in basic social-emotional, early language/communication, early literacy, early writing, and early numeracy skill development for young children with disabilities;*

g. Identify and *explicitly* teach essential concepts, vocabulary, and content across the early childhood curriculum *foundations of learning, executive functioning, and social skills;*

h. Use instructional methods to strengthen perception, comprehension, and memory *Use individualized strategies to enhance language development and communication skills; and*

i. Implement systematic instruction to teach accuracy, fluency, and comprehension in reading and writing *Use progress monitoring from ongoing assessment data to evaluate instruction and a young child's performance, and make responsive adjustments to instruction, individual family support program, or individual education program;*

j. Identify and use federal, state, and local curriculum standards in planning and modifying the scope and sequence of curriculum;

k. Incorporate instructional and assistive technology into the educational program;

l. Promote the development of self-awareness, study skills, and other cognitive strategies to meet the learning needs of a young child;

m. Use a variety of assessment data and information to make modifications or accommodations to the instructional plan; and

n. Develop and select instructional content, resources, and strategies that respond to cultural, linguistic, and gender differences;

(7) In the area of language development and differences *curricular content and knowledge*, the candidate shall have the ability to:

a. Understand typical and atypical language development and the implications on a young child's ability to use language and engage in language-based experiences both

~~academic and social~~ *Use theories and research that form the basis of play-based learning, preschool activities, curriculum development, and instructional practices;*

~~b. Use individualized strategies to enhance language development and teach communication skills~~ *Use state and/or local content standards or guidelines for planning, teaching, accommodating, and assessing to individualize learning across all settings;*

~~c. Understand the use of augmentative, alternative, and assistive technologies, materials, and resources to support and enhance communication of young children with disabilities~~ *Use technology related to curriculum content for planning and managing teaching and learning environments; and*

~~d. Provide~~ *Integrate* effective language models and use strategies and resources to facilitate learning of *social and life skills within* the early childhood curriculum~~setting~~; and

~~e. Recognize the effects of cultural and linguistic differences on growth, development, and effective communication;~~

(8) In the area of professional ~~and ethical~~ practice, the candidate shall have the ability to:

~~a. Understand the ethical principles and current issues related to knowledge and practice in early childhood and special education;~~

~~b. Demonstrate educational practice within the code of ethics, including confidentiality and other standards of the profession;~~

~~c. Design a professional development plan recognizing current issues and developmentally appropriate and evidence-based practices;~~

~~d. Recognize personal cultural biases and differences that affect one's teaching;~~

~~e. Reflect on one's practice to guide professional growth and improve instruction to meet the needs of young children with disabilities and their families;~~

~~fa.~~ Identify organizations and publications relevant to young children with disabilities;

~~gb.~~ Identify sources of unique services, networks, and organizations for young children with disabilities;

~~h. Advocate for appropriate services for young children with disabilities;~~

~~ic.~~ Describe the rights and responsibilities of schools, *young children*, families, teachers, and other professionals related to the identification, placement, and services of young children with disabilities *in accordance with procedural safeguards of Ed 1120 and 34 CFR 300.504*; and

~~jd.~~ Understand how issues of human diversity can impact families, cultures, and schools in the delivery of special education services;

~~(9) In the area of special education law, the candidate shall have:~~

~~a. The ability to understand the federal law, state law, local policies and the New Hampshire Standards for the Education of Children with Disabilities in Ed 1100, including the following steps in the special education process:~~

~~1. Identification of children with disabilities under the child find procedures specified in Ed 1105;~~

~~2. Referral procedures specified in Ed 1106;~~

~~3. Evaluation procedures specified in Ed 1107;~~

~~4. Determination of eligibility under Ed 1108;~~

~~5. Development of the IFSP or IEP under Ed 1109;~~

~~6. Determination of educational placement under Ed 1111; and~~

~~7. Implementation and monitoring of the IFSP or IEP under Ed 1109.06;~~

~~b. The ability to develop and implement comprehensive IFSPs or IEPs and transition plans which address the abilities and needs of young children with disabilities;~~

~~c. The ability to understand Parts B and C;~~

~~d. The ability to understand Ed 306, Minimum Standards for Public School Approval, that affect all students and related parts of the procedural safeguards notice requirements of 34 CFR 300.504 and the Elementary and Secondary Education Act (ESEA); and~~

~~e. Knowledge of and the ability to understand case law and how case law affects professional practice; and~~

~~(109) In the area of collaboration, the candidate shall have the ability to:~~

~~a. Collaborate with families, school personnel, agencies, and community members in culturally responsive ways to facilitate access for young children with disabilities in a variety of settings *Utilize communication, group facilitation, and problem-solving strategies in a culturally responsive manner to lead effective meetings and share expertise and knowledge to build team capacity and jointly address a young child's instructional and behavioral needs;*~~

~~b. Recognize the roles of professional groups and referral agencies in identifying, assessing, and providing services to *Collaborate, communicate, and coordinate with families, paraprofessionals, and other professionals across all educational settings to assess, plan and implement effective programs and services that promote progress toward measurable outcomes for young children with and without disabilities and their families;*~~

- ~~c. Participate in co-planning to strengthen learning in the early childhood curriculum for~~ ***Collaborate, communicate, and coordinate with professionals and state and local agencies within the community to identify and access services, resources, and supports to meet the identified needs of young children with disabilities and their families;***
- ~~d. Facilitate the successful transitions of young children with disabilities across settings and~~ ***Advocate and/or secure appropriate services for young children with disabilities; and***
- e. Foster respectful and beneficial relationships between families and professionals ***through the use of meaningful parent engagement;***
- ~~f. Use facilitation and group problem solving skills to develop, implement, and evaluate IFSPs and IEPs;~~
- ~~g. Structure, direct, and support the activities of paraprofessionals, volunteers, and peer and adult tutors; and~~
- ~~h. Collaborate with families, other educators, service providers, and personnel from community agencies to promote young children's independence and family advocacy;~~

(c) Each candidate for ~~certification~~ ***licensure*** as an early childhood special education teacher for ***young*** children from birth ~~up to age 8~~ ***through grade 3*** shall have the following skills, competencies, and knowledge through a combination of academic and supervised field-based experiences:

- (1) Skill in engaging with young children with and without disabilities from birth ~~up to age 8~~ ***through grade 3***; and
 - (2) Ability to engage in the full range of teaching activities, roles, and responsibilities encountered in the ~~natural environment or school~~ ***and community*** settings of a young child with disabilities;
- (d) Early childhood special education ~~certification~~ ***licensure*** shall qualify a teacher to ~~teach~~ ***provide special education services to young*** children with disabilities:
- ~~(13) For young children in kindergarten through grade 3, who are eligible to receive special education services and who are able to benefit from general and special education but do not require the specialized knowledge and skills of an educator certified under one or more of the programs defined in Ed 612.08 — Ed 612.13~~ ***507.42 through Ed 507.47; and***
 - ~~(21) For young children in kindergarten from birth through grade age 3, whose placement is in general education for more than 40 % of the day~~ ***receive early supports and services; and***
 - ~~(32) For young children from age 3 up to age 6~~ ***kindergarten***, whose placement is in an early childhood program or an early childhood special education program; ***and***
- (e) “General education,” as used in (d)(1) and (2) above, means, for children from kindergarten through grade 3, instruction in a setting that has the inclusion of children with disabilities in proportion to their presence in the general population utilizing the curriculum of the elementary school and taught by

a certified elementary or early childhood teacher, with supports from special education personnel, as necessary;

~~(f) A teacher with general special education certification may serve on the initial coding and the IEP team of a child with a disability:~~

~~(1) For young children with disabilities for whom a categorical certification endorsement does not exist; or~~

~~(2) If the child meets the criteria specified in (b)(1),(2) and (3) above.~~

STATE OF NEW HAMPSHIRE



OFFICE OF LEGISLATIVE SERVICES

STATE HOUSE
107 NORTH MAIN STREET, ROOM 109
CONCORD, NEW HAMPSHIRE 03301-4951

September 20, 2018

NOTICE NO. INT 2019-24

RULE # Ed 507.40 and 507.41Ed 505.01-505.05

RELATIVE TO: General Special Education Teacher and Early Childhood Special Education Teacher..

The Joint Legislative Committee on Administrative Rules has reviewed the Proposed Interim Rule on the above cited rule at its meeting on SEPTEMBER 20, 2019.

The Committee voted to approve the rule. You may proceed to adopt the rule and file it with the Office of Legislative Services, Administrative Rules no later than 30 days following Committee approval. When filing the final rule, the agency is also required to file a cover letter indicating the date of final adoption and certifying the final rule is a true copy. See Section 3.5 in Chapter 3 of the New Hampshire Drafting and Procedure Manual for Administrative Rules. The rule will become effective either at (1) 12:01 a.m. on the day after the filing, (2) 12:01 a.m. on the date specified in the cover letter to me when the rule is filed, or (3) such other date and time as specified in the cover letter, provided that the filing occurs before such effective date and time. In all cases the effective date must be within 30 days following Committee approval. Please send two (2) copies of the adopted rule.

Sincerely yours,



David J. Alukonis, Director
Office of Legislative Services

Adopt Ed 505.01 and Ed 505.02, previously effective 9-16-11 (Document #9992), and expired 9-16-19, cited to read as follows:

PART Ed 505 QUALIFYING METHODS FOR OBTAINING A TEACHING CREDENTIAL

Ed 505.01 Alternative 1: Approved Program in New Hampshire.

(a) Individuals shall qualify for a credential pursuant to Ed 504 by completing a board approved educator preparation program(s) at a college, university or teacher training institution in New Hampshire in accordance with Ed 600.

(b) Upon completion of a board approved program in accordance with Ed 600, the applicant shall:

(1) Obtain confirmation of completion of the program on the application for certification described in Ed 508.02 by the designated official of the college or university; and

(2) Complete and file the application for certification pursuant to the application procedures of Ed 508.

(c) A current listing of approved programs in New Hampshire shall be kept on file by the bureau.

Ed 505.02 Alternative 2: States Other Than NH. Alternative 2 shall have 2 distinct requirements known as Alternative 2A and 2B, as described below:

(a) Alternative 2A relative to the National Association of State Directors of Teacher Education and Certification NASDTEC Interstate Contract shall consist of the following:

(1) Individuals shall qualify for a beginning or experienced educator credential respectively by:

a. Completing a program in another state party to the NASDTEC Interstate Contract, which would qualify the applicant for certification as an educator in the other state, including, but not limited to, an alternative certification program, consistent with the terms of the NASDTEC Interstate Contract with New Hampshire; or

b. Holding an equivalent, valid credential from a state party to the NASDTEC Interstate Contract and having 3 years of educational experience in the last 7 years under a credential from a participating state; and

(2) Applicants seeking to obtain certification under this paragraph shall apply to the bureau pursuant to Ed 508.

(b) Alternative 2B relative to a state not signatory to the NASDTEC Interstate Contract shall consist of individuals from a state not a party to the NASDTEC Interstate Contract who qualify for a beginning or experienced educator credential respectively by:

(1) Completing a program in another state not signatory to the NASDTEC Interstate Contract, which would qualify the applicant for certification as an educator in the other state, including, but not limited to, an alternative certification program, approved by the state department of education in a state not signatory to NASDTEC Interstate Contract; or

- (2) Holding an equivalent, valid credential from a state not signatory to NASDTEC Interstate Contract and having at least 3 years of experience as an educator in the last 7 years under a credential issued by that state.

Adopt Ed 505.03(a)-(d), previously effective 9-16-11 (Document #9992) and expired 9-16-19, and readopt Ed 505.03(e) as amended effective 9-10-15 (Document #10927) to read as follows:

Ed 505.03 Alternative 3: Demonstrated Competencies and Equivalent Experiences.

- (a) Alternative 3A relative to demonstrated competencies and equivalent experiences shall require:

- (1) An applicant for a credential to have acquired competencies, skills and knowledge through means other than Ed 505.01 or Ed 505.02;
- (2) An applicant to hold a bachelor's degree prior to submitting documentation that the applicant meets the required competencies;
- (3) An applicant to have at least 3 months of full-time continuous experience as an educator in the area of endorsement; and
- (4) Three parts, a written application, submission of documentation that the applicant meets the required competencies in the area of endorsement, and an oral interview process as described below:

- a. Individuals seeking a credential through this section shall submit to the bureau:

1. A completed application form required by Ed 508.03;
2. Documentation that the applicant meets the required competencies, which may include, depending on the area of endorsement, documentation in the following forms:
 - (i) Written materials;
 - (ii) Videotapes;
 - (iii) Audiotapes; and
 - (iv) Art portfolio;
3. Official college or university transcript(s); and
4. A letter from the employer verifying that the applicant has completed at least 3 months full-time experience in the area of endorsement for which a credential is sought;

- b. Upon receipt of the materials listed in (4) requesting processing pursuant to Ed 505.03, the bureau shall evaluate the materials to determine if the applicant qualifies for this application method by:

1. Reviewing the materials to determine if the application is complete; and
 2. Notifying the applicant if any additional information is needed to complete the application process;
- c. If the bureau determines that an individual does not qualify under this method, the bureau shall:
1. Notify the individual in writing within 15 days of its decision;
 2. Provide the reasons for the determination, which shall include a written explanation stating why the materials the applicant has submitted are not acceptable and how they can be corrected; and
 3. Recommend another appropriate application method if one is available;
- d. Upon the determination by the bureau that the application is complete and qualifies under this method, the applicant shall attend a meeting with the review board;
- e. At the meeting with the review board under d. above, the board shall review the applicant's application, including the written application, transcript(s), and documentation that the applicant meets the required competencies in the area of endorsement and ask the applicant questions based upon the materials submitted;
- f. The review board shall make a written recommendation to the administrator, based upon:
1. Its evaluation of the applicant's written application;
 2. Its evaluation of the quality of the applicant's documentation of meeting the required competencies in the area of endorsement, after considering:
 - (i) The materials submitted to provide the documentation; and
 - (ii) The applicant's oral responses to the board's questions regarding the documentation;
 3. Whether the applicant's college or university transcript(s) demonstrates sufficient mastery of the subject matter for which the applicant seeks to be credentialed; and
 4. Whether or not the bureau has received the letter verifying experience as required under Ed 505.03(a)(4)a.4.;
- g. After reviewing the review board's written recommendation and the applicant's application and portfolio, the administrator shall:
1. Grant certification if the administrator determines that the applicant meets the education and experience requirements of Ed 504.031(d); or

2. Deny certification if the administrator determines that the applicant does not meet the education and experience requirements of Ed 504.031(d);

h. The administrator shall issue a decision in writing stating the reasons for the administrator's decision under g. above; and

i. An applicant may appeal a decision made by the administrator to deny an application for a credential under this part pursuant to Ed 200.

(b) The oral interview review board shall be appointed by the bureau as follows:

(1) The review board shall consist of a member of the department and 2 other members; and

(2) The 2 members who are not department employees shall:

a. Hold valid credentials as experienced educators in the area of endorsement; and

b. Be employed in the subject area in which the applicant is seeking to obtain a credential.

(c) The department shall pay a stipend for each member on the oral interview review board who is not a department employee. The stipend may be paid to the member or used by the school district where the member is employed to pay for a substitute teacher for the member while the member is serving on the review board.

(d) Alternative 3B relative to demonstrated competencies and equivalent experiences, national or regional examination, shall consist of the following:

(1) Individuals shall be eligible for a New Hampshire credential who possess:

a. A national level or regional certification which has been validated in the individual's endorsement area achieved by passing a national or regional examination designed to assess the individual's skills in the area in which the individual seeks certification; or

b. Proof of completion of a specialized program, such as, but not limited to, a bachelor's degree in social work, culminating in a bachelor's degree from a college or university accredited by a recognized national, regional, or state accrediting agency; and

(2) Applicants under this paragraph shall apply for a credential by submitting official documentation as identified in (1) along with an application for certification pursuant to Ed 508.03 to the bureau with the appropriate filing fees and accompanying documentation as required by Ed 508.

(e) Alternative 3C, relative to demonstrated competencies and equivalent experiences, shall consist of the following for superintendent, principal, special education administrator, curriculum administrator, business administrator, or career and technical education director:

(1) An applicant for certification as a superintendent under this paragraph shall qualify if the bureau determines, using transcript analysis, that he or she meets the requirements specified in Ed 506.01(a)(3);

(2) An applicant for certification as a principal under this paragraph shall qualify if the bureau determines, using transcript analysis, that he or she meets the requirements specified in Ed 506.04(a)(2)b.2;

(3) An applicant for certification as a special education administrator under this paragraph shall qualify if the bureau determines, using transcript analysis, that he or she meets the requirements specified in Ed 506.07(d);

(4) An applicant for certification as a curriculum administrator under this paragraph shall qualify if the bureau determines, using transcript analysis, that he or she meets the requirements specified in Ed 506.05 (b)(2)b.2;

(5) An applicant for certification as a Business Administrator under this paragraph shall qualify if the bureau determines, using transcript analysis, that he or she meets the requirements specified in Ed 506.03(a)(2)a; and

(6) An applicant for certification as a career and technical education director under this paragraph shall qualify if the bureau determines, using transcript analysis, that he or she meets the requirements specified in Ed 507.01(a)(2)b.2.

Adopt Ed 505.04, previously effective 9-16-11 (Document #9992) and expired 9-16-19, to read as follows:

Ed 505.04 Alternative 4: Individualized Professional Development Plan (Restricted).

(a) Alternative 4 shall be a qualifying method for certification limited to the following:

(1) Applicants recommended for employment under a critical staffing shortage who hold at least a bachelor's degree;

(2) Applicants recommended for employment in the career and technical specialties pursuant to Ed 507;

(3) Applicants recommended for employment as business administrators who have not completed the requirements of Ed 506.03; and

(4) Applicants recommended for employment as a driver education teacher in an approved secondary school program.

(b) An applicant may be employed as an educator after obtaining a statement of eligibility from the bureau while completing an individualized professional development plan.

(c) An educator shall be considered for a credential under (a)(1) above only if the bureau has received notification from the superintendent that the applicant has been employed as an educator.

(d) The process for establishing an individualized professional development plan shall be as follows:

(1) The individualized professional development plan shall be based on an assessment of the strengths and weaknesses of the applicant;

(2) Each plan shall include:

- a. A description of the competencies outlined in Ed 505.06 for general education requirements, in Ed 505.07 for professional education requirements, as appropriate, and in the area in which the applicant seeks certification;
- b. The means by which these competencies shall be attained, demonstrated and evaluated; and
- c. An evaluation of resources to be utilized such as, but not limited to, additional coursework, on the job training, and professional development;

(3) The plan shall be developed collaboratively and agreed to by:

- a. The applicant;
- b. A mentor certified in the same subject area that the applicant will be teaching who shall:
 - 1. Be appointed by the superintendent; and
 - 2. Hold a valid experienced educator credential with the appropriate endorsements in the same subject area in which the applicant is seeking to obtain a credential; and
- c. The superintendent;

(4) The superintendent shall submit the plan and identify the mentor appointed in accordance with Ed 501.02(m) to the bureau for approval; and

(5) The bureau shall review the plan to ensure all of the following are included:

- a. Subject matter content;
- b. General education requirements as specified in Ed 505.06, if appropriate;
- c. Professional education requirements as specified in Ed 505.07, if appropriate;
- d. Performance objectives of educators;
- e. Evaluation of resources to be utilized such as, but not limited to, additional coursework, on the job training, and professional development; and
- f. Documentation of how the applicant will overcome weaknesses identified in the assessment process in the applicant's area of endorsement.

(e) If an assessment of the applicant's background determines that some or all of the education requirements under (d)(5)a. through c. have been completed prior to application, the applicant shall not be required to repeat any requirement already completed.

(f) Within 30 days of the bureau's determination under (d)(5) that the plan submission is complete, the bureau shall send written notification to the superintendent and the applicant of the bureau's approval of the plan, if the bureau determines that:

- (1) The subject matter content of the plan is complete;
- (2) Completion of the plan will assure that the applicant will meet the general education requirements as specified in Ed 505.06, if appropriate;
- (3) The plan contains professional education requirements as specified in Ed 505.07, if appropriate;
- (4) The performance objectives specified in the plan are directly related to and substantiate the competency;
- (5) The resources to be utilized in the plan are relevant to and support the activity proposed; and
- (6) The documentation of how the applicant will overcome weaknesses identified in the assessment process in the applicant's area of endorsement proves that the activity proposed in the plan has been completed as defined in the accepted plan.

(g) The bureau shall send written notification to the superintendent and the applicant that the bureau does not approve the plan, within 30 days of the bureau's determination under (d)(5) that the plan submission is complete, if the bureau determines that a plan does not meet the criteria listed in (f)(1) through (6) above.

(h) An individualized professional development plan shall be canceled if the applicant fails to attain the skills and knowledge agreed to by the applicant within the time frame specified by the plan.

(i) The superintendent shall notify the bureau in writing of the applicant's failure to meet the goals which the applicant agreed to as specified in the plan.

(j) Annual progress reports shall be due at the end of each school year, and a final report shall be due at the end of the school year during which an individualized professional development plan is completed.

(k) The reports required by (j) above shall be filed by the superintendent, in consultation with the mentor, attesting to the applicant's:

- (1) Acquisition and demonstration of skills;
- (2) Competencies; and
- (3) Knowledge of the plan.

(l) The bureau shall grant an intern license for up to 3 years upon initial approval of the plan, to coincide with the time period in the plan.

(m) The applicant shall qualify for a beginning educator or experienced educator credential upon successful completion of the plan during the period of the intern license.

(n) Once a plan is filed with the bureau, the educator may obtain employment in a similar position in another school district provided that:

- (1) The bureau is notified in writing of the change in place of employment; and
- (2) The revised plan is:
 - a. Approved by the mentor in the district to which the educator is moving;
 - b. Signed by the superintendent in the district to which the educator is moving; and
 - c. Resubmitted to the bureau for approval.

Adopt Ed 505.05(b)-(o), previously effective 9-16-11 (Document #9992) and expired 9-16-19, and readopt Ed 505.05(a) as amended effective 11-14-17 (Document #12419), to read as follows:

Ed 505.05 Alternative 5: Site-Based Certification Plan.

(a) The site-based certification plan shall be available in elementary and secondary teaching areas, excluding career and technical specialty certification under Ed 507.03 and special education, for those individuals who qualify under the following specific conditions:

- (1) The applicant shall possess a bachelor's degree from an institution approved by the New Hampshire postsecondary education commission or equivalent regional accrediting agency such as but not limited to the Northeast Regional Association of Schools and Colleges;
- (2) The applicant shall meet one of the following criteria:
 - a. For secondary education, the applicant shall possess at least 30 credit hours in the subject to be taught and an overall grade point average of at least 2.5, or equivalent; or
 - b. For elementary education, applicants shall have successfully completed courses in mathematics, English, social studies, and science with an overall grade point average of at least 2.5, or equivalent; or
 - c. For computer science education, applicants shall:
 1. Possess at least 30 credit hours in the subject to be taught and an overall grade point average of at least 2.5; or
 2. Have a current computer science major assignment, as determined by the bureau of credentialing, during or after the 2014/2015 school year and prior to June 30, 2019, and have applied for a computer science education credential during that time period;
- (3) An individual who fails to meet the grade point average requirement shall still qualify for the site-based certification plan provided that:
 - a. All other requirements are met;

- b. Collegiate graduation occurred more than 5 years prior to application for the site-based plan; and

- c. Occupational experience totaling 5 years directly related to the area to be taught is documented; and

(4) Documentation of experience under (a)(3)c. above shall include, but not be limited to:

- a. Letters from previous employers;

- b. Employment contracts; or

- c. Letters of commendation and recommendations from parties knowledgeable about the applicant's background and experience.

(b) The bureau shall issue a statement of eligibility to an applicant who meets the requirements of (a)(1)-(4) above.

(c) An applicant may be employed as an educator after obtaining an Alternative 5 statement of eligibility from the bureau while completing a site-based certification plan.

(d) The process for establishing a site-based certification plan shall be as follows:

(1) The site-based certification plan shall be based on an assessment of the strengths and weaknesses of the applicant;

(2) Each plan shall include:

- a. A description of the competencies outlined in Ed 505.07 for professional education requirements, as appropriate, and in the area in which the applicant seeks certification;

- b. The means by which these competencies shall be attained, demonstrated and evaluated; and

- c. An evaluation of resources to be utilized such as, but not limited to, additional coursework, on the job training, and professional development; and

(3) The plan shall be developed collaboratively and agreed to by:

- a. The applicant;

- b. A mentor certified in the same subject area that the applicant will be teaching who shall:

- 1. Be appointed by the superintendent; and

- 2. Hold a valid experienced educator credential with the appropriate endorsements in the same subject area in which the applicant is seeking to obtain a credential; and

- c. The superintendent.

(e) The applicant's site-based certification plan shall:

- (1) Require that the applicant meet the professional education competencies outlined in Ed 505.07, if the applicant is not currently certified in New Hampshire;
- (2) Require that the applicant meet the competencies required in the area in which the applicant is teaching; and
- (3) Contain a description of how the applicant plans to meet these competencies.

(f) If an assessment of the applicant's background determines that some or all of this study has been completed prior to employment the applicant shall not be required to repeat any requirement already completed.

(g) The superintendent shall file with the bureau:

- (1) A copy of the completed site-based certification plan; and
- (2) A description of the applicant's teaching assignment.

(h) When the district submits the site-based certification plan, the bureau shall issue an intern license to the applicant, after the applicant has paid the required fee under Ed 508.06(c). An intern license shall be issued for up to 2 years to coincide with the time period in the plan.

(i) The site-based certification plan shall be completed during the period of the intern license.

(j) The site-based certification plan shall be developed and filed with the bureau by the end of the school year. The plan may be modified by those responsible for the work of the applicant, but any modifications shall be filed with the bureau.

(k) Upon completion of the site-based certification plan, the superintendent shall submit a statement to the bureau verifying that all portions of the plan have been implemented by the district and satisfactorily completed by the applicant. This statement shall include a recommendation for certification.

(l) A positive recommendation shall not obligate a school district to continue the employment of an applicant.

(m) Failure by a candidate to complete the site-based certification plan shall result in a negative certification recommendation by the superintendent.

(n) Upon successful completion of the site-based certification plan and the superintendent's positive recommendation, the bureau, according to the requirements of RSA 21-N:7, I, shall issue the credential with the endorsement sought by the applicant.

(o) Once a plan is filed with the bureau, the educator may obtain employment in a similar position in another school district provided that:

- (1) The bureau is notified in writing of the change in place of employment; and

(2) The revised plan is:

- a. Approved by the mentor in the district to which the educator is moving;
- b. Signed by the superintendent in the district to which the educator is moving; and
- c. Resubmitted to the bureau for approval.

Appendix I

Rule	Specific State Statute the Rule Implements
Ed 505.01	RSA 186:11, X(a)
Ed 505.02	RSA 21-N:9, II(s)
Ed 505.02(b)	RSA 186:8, III
Ed 505.03	RSA 21-N:9, II(s); RSA 186:11, X(a)
Ed 505.03(b)	RSA 186:8, III
Ed 505.03(c)(1)a.	RSA 186:11, X(a)
Ed 505.03(e)	RSA 186:11, X(a)
Ed 505.04	RSA 21-N:9, II(s); RSA 186:11, X(a)
Ed 505.04(a)(2), (d)(3)b., c. & (4)	RSA 186:11, X(a)
Ed 505.04 (i), (k) intro.	RSA 186:11, X(a)
Ed 505.05	RSA 21-N:9, II(s); RSA 186:11, X(a)
Ed 505.05(a) intro., (a)(1), (a)(2) intro., (a)(2) a., b., & d.	RSA 21-N:9, II(s)
Ed 505.05(a), (d)(3)	RSA 186:11, X(a)

Adopt Ed 507.40 and Ed 507.41, previously effective 9-16-11 (Document #9991) and expired 9-16-19, to read as follows:

Ed 507.40 General Special Education Teacher. The following requirements shall apply to the certification and employment of a general special education teacher:

(a) To be certified as a general special education teacher, the candidate shall have at least a bachelor's degree.

(b) A general special education teacher shall be certified as one or both of the following:

(1) An early childhood general special education teacher for children from birth up to age 8;
or

(2) An elementary/secondary general special education teacher for children age 5 up to age 21.

(c) A candidate for certification as an early childhood general special education teacher for children birth up to age 8 or as an elementary/secondary general special education teacher for children age 5 up to age 21 shall have the following skills, competencies and knowledge through a combination of academic and supervised field-based experience in the following areas:

(1) In the area of theoretical foundations, the candidate shall have the ability to:

a. Describe the philosophies, historical perspectives, theories, models, and current issues related to knowledge and practice in general and special education;

b. Understand how philosophical and historical perspectives influence professional practice;

c. Understand the role of families in supporting the development of a student's ability to learn, interact socially, and live as a contributing member of the community; and

d. Understand the functions of schools, school systems, and other agencies and their relationships to general and special education;

(2) In the area of characteristics of learners, the candidate shall have the ability to:

a. Describe the similarities and differences in human development of students with and without disabilities within and across cognitive, social, emotional and physical areas;

b. Describe the characteristics of various types of disabilities and educational implications;

c. Understand the etiologies, medical aspects, and impact of sensory disabilities on learning; and

d. Understand that the experiences of students with disabilities impact their ability to function within the family and community environment;

(3) In the area of learning differences, the candidate shall have the ability to:

- a. Understand and utilize the diverse range of students' approaches to learning and the range of modifications and accommodations that can be used to support learning;
- b. Recognize and understand students with disabilities within the broader context of their families, cultural backgrounds, socioeconomic classes, languages, communities, and peer and social groups;
- c. Demonstrate understanding of a student's learning differences in the development of the IEP and transition needs;
- d. Understand how information processing skills can impact student learning;
- e. Relate levels of support to the needs of the student with disabilities, creating instructional opportunities that are adapted to diverse learning needs;
- f. Understand the effects exceptional condition(s) can have on a student's learning in school and life; and
- g. Recognize the relationship among a student's academic and social abilities, attitudes, interests and values on instruction and career development;

(4) In the area of learning and social environments, the candidate shall have the ability to:

- a. Design learning environments that encourage individual academic success in one-to-one, small-group, and large-group settings;
- b. Identify realistic expectations for social behavior and social skills needed for success in school and community settings;
- c. Use functional assessments to develop plans related to instruction, behavior, intervention, and direct service;
- d. Use a variety of positive behavior intervention techniques to control targeted behavior, support learning, social relationships, and maintain attention of students with disabilities;
- e. Recognize and use strategies for crisis prevention and intervention;
- f. Identify supports needed for inclusion in various program placements;
- g. Organize, develop, and sustain learning environments that support positive strategies to live harmoniously and productively in a culturally diverse world;
- h. Foster skill development in self-advocacy for increased independence in learning and daily functioning;
- i. Understand demands of the learning environment and fosters accessibility;
- j. Understand the barriers influencing acceptance of individuals with disabilities;

k. Encourage students' development and use of self-assessment, study skills, and other cognitive strategies to meet their learning needs; and

l. Structure activities to increase a student's self-awareness, self-management, self-control, self-reliance, and self-esteem;

(5) In the area of assessment, the candidate shall have the ability to:

a. Understand the legal policies and ethical principles of assessment related to the special education process;

b. Understand the range of formal assessment instruments and their purposes in the special education process;

c. Administer and write a report for a formal academic assessment instrument;

d. Understand and utilize the range of informal assessment instruments for making educational decisions;

e. Interpret and report information from formal and informal assessments; and

f. Identify and implement national, state, and local assessment accommodations and modifications for students with disabilities;

(6) In the area of instructional planning and strategies, the candidate shall have the ability to:

a. Participate in co-teaching to strengthen learning and achievement in the general curriculum for students with disabilities;

b. Implement and evaluate individualized learning goals, prioritizing areas of the general curriculum;

c. Design and implement instructional programs that address independent living and career education for students;

d. Identify resources and techniques used to transition students with disabilities into school, from grade to grade, and into post-school environments;

e. Create and utilize lesson plans that demonstrate a repertoire of evidence-based instructional strategies to individualize instruction for students with disabilities;

f. Identify reading, writing, math, and study skills of students with disabilities and use methods to address these learning needs;

g. Identify and teach essential concepts, vocabulary, and content across the general curriculum;

h. Use instructional methods to strengthen and compensate for deficits in perception, comprehension, and memory;

- i. Implement systematic instruction to teach accuracy, fluency, and comprehension in content area reading and written language;
- j. Identify and use federal, state, and local curriculum standards in planning the scope and sequence of general and special education curriculum;
- k. Incorporate instructional and assistive technology into the educational program;
- l. Encourage students' development and use of self-assessment, study skills, and other cognitive strategies to meet their learning needs;
- m. Use a variety of assessment data and information to make modifications or accommodations to the instructional plan; and
- n. Develop and select instructional content, resources, and strategies that respond to cultural, linguistic, and gender differences;

(7) In the area of language development and differences, the candidate shall have the ability to:

- a. Understands the effect of language development on academic and social development;
- b. Understand typical and atypical language development and factors that impact experience and use of language;
- c. Use individualized strategies to enhance language development and teach communication skills;
- d. Demonstrate the ability to select, design, and use augmentative, alternative, and assistive technologies, materials, and resources to support and enhance communication of students with disabilities;
- e. Provide effective language models and use strategies and resources to facilitate learning of the general curriculum; and
- f. Recognize the effects of cultural and linguistic differences on growth, development, and effective communication;

(8) In the area of professional and ethical practice, the candidate shall have the ability to:

- a. Demonstrate educational practice within the code of ethics, including confidentiality and other standards of the profession;
- b. Construct a personal plan and participate in professional development regarding current issues and best practice;
- c. Recognize personal cultural biases and differences that affect one's teaching;
- d. Reflect on one's practice to guide professional growth and improve instruction to meet the needs of students with disabilities;

- e. Identify organizations and publications relevant to students with disabilities;
- f. Identify sources of unique services, networks, and organizations for students with disabilities;
- g. Advocate for appropriate services for students with disabilities;
- h. Describe the ethical principles and current issues related to knowledge and practice in general and special education;
- i. Describe the rights and responsibilities of schools, students, families, teachers, and other professionals related to the identification, placement, and service of students with disabilities; and
- j. Understand how issues of human diversity can impact families, cultures, and schools, in the delivery of special education services;

(9) In the area of special education law, the candidate shall have:

- a. The ability to understand the federal law, state law, local policies and the New Hampshire Standards for the Education of Children with Disabilities in Ed 1100, including the following steps in the special education process:
 - 1. Identification of children with disabilities under the child find procedures specified in Ed 1105;
 - 2. Referral procedures specified in Ed 1106;
 - 3. Evaluation procedures specified in Ed 1107;
 - 4. Determination of eligibility under Ed 1108;
 - 5. Development of the Individual Family Service Plan (IFSP) or Individualized Education Program (IEP) under Ed 1109;
 - 6. Determination of educational placement under Ed 1111; and
 - 7. Implementation and monitoring of the IFSP or IEP under Ed 1109.06;
- b. The ability to develop and implement comprehensive IEPs and transition plans which address the abilities and needs of the students with disabilities;
- c. The ability to understand IDEIA, Section 504, related parts of the Elementary and Secondary Act and Ed 1100;
- d. The ability to understand Ed 306 Minimum Standards for Public School Approval; and
- e. Knowledge of and the ability to understand case law and how case law affects professional practice; and

(10) In the area of collaboration, the candidate shall have the ability to:

- a. Collaborate with families, school personnel, agencies, and community members in culturally responsive ways to facilitate access for students with disabilities in a variety of settings;
- b. Recognize the roles of professional groups and referral agencies in identifying, assessing, and providing services to students with disabilities;
- c. Participate in co-planning to strengthen learning in the general curriculum for students with disabilities;
- d. Facilitate the successful transitions of students with disabilities across settings and services;
- e. Foster respectful and beneficial relationships between families and professionals;
- f. Use facilitation and group problem-solving skills to develop, implement, and evaluate IEPs;
- g. Structure, direct, and support the activities of paraprofessionals, volunteers, peer and adult tutors; and
- h. Collaborate with families, other educators, service providers, and personnel from community agencies to implement instructional strategies for student self-management and advocacy.

(d) Each candidate for certification as an elementary/secondary general special education teacher for children age 5 up to age 21 shall have the following skills, competencies, and knowledge through a combination of academic and supervised field-based experiences:

- (1) Skill in engaging with children with and without disabilities from age 5 up to age 21; and
- (2) Ability to engage in the full range of teaching activities, roles, and responsibilities encountered in the school and community settings of a child with disabilities.

(e) General special education certification shall qualify a teacher to teach children with disabilities:

- (1) Who are able to benefit from general and special education but do not require the specialized knowledge and skills of an educator with a categorical endorsement as defined in Ed 612.07 (c)-(h); and
- (2) Whose placement is in general education for more than 50% of the day.

(f) “General education,” as used in (e)(1) and (2) above, means for children in elementary, middle, or high school, instruction in a setting that has the inclusion of children with disabilities in proportion to their presence in the general population utilizing the curriculum of the elementary, middle, or high school and taught by a certified elementary, middle, or high school teacher, with supports from special education personnel, as necessary.

(g) A teacher with general special education certification may serve on the initial identification and the IEP team of a child with a disability for:

- (1) Students with disabilities for whom a categorical certification endorsement does not exist; or
- (2) If the child meets the criteria specified in (f)(1) and (2) above.

Ed 507.41 Early Childhood Special Education Teacher. The following requirements shall apply to the certification and employment of an early childhood special education teacher for children from birth up to age 8:

(a) To be certified as an early childhood special education teacher for children from birth up to age 8, the candidate shall have at least a bachelor's degree;

(b) A candidate for certification as early childhood special education teacher for children from birth up to age 8 shall have the following skills, competencies and knowledge through a combination of academic and supervised field-based experience in following areas:

- (1) In the area of theoretical foundations, the candidate shall have the ability to:
 - a. Describe the philosophies, historical perspectives, theories, models, and current issues related to knowledge and practice in early childhood education and special education;
 - b. Understand how philosophical and historical perspectives influence professional practice;
 - c. Understand the role of families in supporting the development of a young child's ability to learn, interact socially, and participate in the community; and
 - d. Understand the functions of schools, school systems, and other agencies and their relationships to early childhood education and special education;
- (2) In the area of characteristics of learners, the candidate shall have the ability to:
 - a. Describe child development and the similarities and differences in patterns of learning and development within and across temperament, cognitive, social, emotional, communicative and physical domains in young children birth – grade 3 with and without disabilities;
 - b. Describe the characteristics of various types of disabilities and the impact on learning and development;
 - c. Understand the etiologies and medical aspects of various types of disabilities and their impact on learning and development; and
 - d. Understand that the experiences of young children with disabilities impact their ability to function within the family and community environment;

- (3) In the area of approaches to learning, the candidate shall have the ability to:

- a. Understand and utilize the range of accommodations and modifications that can be used to support learning;
- b. Use knowledge of the broader context of families, peers, communities and culture and understand how these factors impact learning;
- c. Use knowledge of how young children approach learning and use children's strengths and needs in the development of IFSPs/IEPs;
- d. Understand the impact of transitions and need for continuity across time and settings;
- e. Apply knowledge of a child's auditory, visual, and kinesthetic preferences to learning;
- f. Match levels of support to the needs of the young child with disabilities, creating instructional opportunities that are adapted to diverse learning needs; and
- g. Utilize the child's interests and abilities in planning instruction and intended teaching;

(4) In the area of learning and social environments, the candidate shall have the ability to:

- a. Design learning environments that encourage individual development and academic success in one-to-one, small-group, and large-group settings;
- b. Identify realistic expectations for social behavior and social skills needed for success in natural environments and school and community settings;
- c. Use functional and developmental assessments to create plans related to instruction, behavior, intervention, supports, and direct services;
- d. Use a variety of positive behavior intervention techniques to control targeted behavior, support learning and social relationships, and maintain attention of young children with disabilities;
- e. Recognize and use strategies for crisis prevention and intervention;
- f. Identify supports needed for inclusion in various natural settings and program placements;
- g. Organize, develop, and sustain learning environments that support positive strategies to live harmoniously and productively in a culturally diverse world;
- h. Create learning environments that allow young children to retain and appreciate their own and each other's respective language and cultural heritage;
- i. Understand demands of the learning environment and foster accessibility;
- j. Understand the barriers influencing acceptance of young children with disabilities; and

k. Structure activities to increase a young child's self-awareness, self-management, self-control, self-reliance, and self-esteem for increased independence in learning and daily functioning;

(5) In the area of assessment, the candidate shall have the ability to:

a. Understand the legal policies and ethical principles of assessment related to early intervention and the special education process;

b. Understand the range of formal assessment instruments and their purposes;

c. Administer and write reports for formal developmental and academic assessment instruments;

d. Understand and utilize the range of informal assessment instruments for making educational and program decisions;

e. Interpret and report information from formal and informal assessments; and

f. Identify and implement national, state, and local assessment accommodations and modifications for young children with disabilities;

(6) In the area of instructional planning and strategies, the candidate shall have the ability to:

a. Participate in co-teaching to strengthen learning and achievement in natural environments and early childhood curriculum for young children with disabilities;

b. Implement and evaluate individualized learning goals, prioritizing areas of the early childhood curriculum and the importance of play;

c. Design and implement instructional programs that address self-help skills and career awareness for young children;

d. Identify resources and techniques used to transition young children with disabilities across time and settings;

e. Create and utilize methods and lesson plans that demonstrate a repertoire of evidence-based instructional strategies to individualize instruction for young children with disabilities;

f. Use developmentally appropriate methods to promote the foundations of learning, including, but not limited to, language, literacy, math and study skills;

g. Identify and teach essential concepts, vocabulary, and content across the early childhood curriculum;

h. Use instructional methods to strengthen perception, comprehension, and memory;

i. Implement systematic instruction to teach accuracy, fluency, and comprehension in reading and writing;

- j. Identify and use federal, state, and local curriculum standards in planning and modifying the scope and sequence of curriculum;
- k. Incorporate instructional and assistive technology into the educational program;
- l. Promote the development of self-awareness, study skills, and other cognitive strategies to meet the learning needs of a young child;
- m. Use a variety of assessment data and information to make modifications or accommodations to the instructional plan; and
- n. Develop and select instructional content, resources, and strategies that respond to cultural, linguistic, and gender differences;

(7) In the area of language development and differences, the candidate shall have the ability to:

- a. Understand typical and atypical language development and the implications on a young child's ability to use language and engage in language-based experiences both academic and social;
- b. Use individualized strategies to enhance language development and teach communication skills;
- c. Understand the use of augmentative, alternative, and assistive technologies, materials, and resources to support and enhance communication of young children with disabilities;
- d. Provide effective language models and use strategies and resources to facilitate learning of the early childhood curriculum; and
- e. Recognize the effects of cultural and linguistic differences on growth, development, and effective communication;

(8) In the area of professional and ethical practice, the candidate shall have the ability to:

- a. Understand the ethical principles and current issues related to knowledge and practice in early childhood and special education;
- b. Demonstrate educational practice within the code of ethics, including confidentiality and other standards of the profession;
- c. Design a professional development plan recognizing current issues and developmentally appropriate and evidence-based practices;
- d. Recognize personal cultural biases and differences that affect one's teaching;
- e. Reflect on one's practice to guide professional growth and improve instruction to meet the needs of young children with disabilities and their families;

- f. Identify organizations and publications relevant to young children with disabilities;
- g. Identify sources of unique services, networks, and organizations for young children with disabilities;
- h. Advocate for appropriate services for young children with disabilities;
- i. Describe the rights and responsibilities of schools, families, teachers, and other professionals related to the identification, placement, and services of young children with disabilities; and
- j. Understand how issues of human diversity can impact families, cultures, and schools in the delivery of special education services;

(9) In the area of special education law, the candidate shall have:

- a. The ability to understand the federal law, state law, local policies and the New Hampshire Standards for the Education of Children with Disabilities in Ed 1100, including the following steps in the special education process:
 - 1. Identification of children with disabilities under the child find procedures specified in Ed 1105;
 - 2. Referral procedures specified in Ed 1106;
 - 3. Evaluation procedures specified in Ed 1107;
 - 4. Determination of eligibility under Ed 1108;
 - 5. Development of the IFSP or IEP under Ed 1109;
 - 6. Determination of educational placement under Ed 1111; and
 - 7. Implementation and monitoring of the IFSP or IEP under Ed 1109.06;
- b. The ability to develop and implement comprehensive IFSPs or IEPs and transition plans which address the abilities and needs of young children with disabilities;
- c. The ability to understand Parts B and C;
- d. The ability to understand Ed 306, Minimum Standards for Public School Approval, that affect all students and related parts of the procedural safeguards notice requirements of 34 CFR 300.504 and the Elementary and Secondary Education Act (ESEA); and
- e. Knowledge of and the ability to understand case law and how case law affects professional practice; and

(10) In the area of collaboration, the candidate shall have the ability to:

- a. Collaborate with families, school personnel, agencies, and community members in culturally responsive ways to facilitate access for young children with disabilities in a variety of settings;
- b. Recognize the roles of professional groups and referral agencies in identifying, assessing, and providing services to young children with disabilities;
- c. Participate in co-planning to strengthen learning in the early childhood curriculum for young children with disabilities;
- d. Facilitate the successful transitions of young children with disabilities across settings and services;
- e. Foster respectful and beneficial relationships between families and professionals;
- f. Use facilitation and group problem-solving skills to develop, implement, and evaluate IFSPs and IEPs;
- g. Structure, direct, and support the activities of paraprofessionals, volunteers, and peer and adult tutors; and
- h. Collaborate with families, other educators, service providers, and personnel from community agencies to promote young children's independence and family advocacy;

(c) Each candidate for certification as an early childhood special education teacher for children from birth up to age 8 shall have the following skills, competencies, and knowledge through a combination of academic and supervised field-based experiences:

- (1) Skill in engaging with young children with and without disabilities from birth up to age 8; and
- (2) Ability to engage in the full range of teaching activities, roles, and responsibilities encountered in the natural environment or school setting of a young child with disabilities;

(d) Early childhood special education certification shall qualify a teacher to teach children with disabilities:

- (1) Who are able to benefit from general and special education but do not require the specialized knowledge and skills of an educator certified under one or more of the programs defined in Ed 612.08 – Ed 612.13;
- (2) For children in kindergarten through grade 3, whose placement is in general education for more than 40 % of the day; and
- (3) For children from age 3 up to age 6, whose placement is in an early childhood program or an early childhood special education program;

(e) "General education," as used in (d)(1) and (2) above, means, for children from kindergarten through grade 3, instruction in a setting that has the inclusion of children with disabilities in proportion to their presence in the general population utilizing the curriculum of the elementary school and taught by

a certified elementary or early childhood teacher, with supports from special education personnel, as necessary;

(f) A teacher with general special education certification may serve on the initial coding and the IEP team of a child with a disability:

- (1) For young children with disabilities for whom a categorical certification endorsement does not exist: or
- (2) If the child meets the criteria specified in (b)(1),(2) and (3) above.

Appendix I

Rule	Specific State Statute the Rule Implements
Ed 507.40	RSA 21-N:9, II(s)
Ed 507.41	RSA 21-N:9, II(s)

PART 4 EMERGENCY RULES

4.1 Grounds for an Emergency Rule.

See RSA 541-A:18, I. Your agency may proceed to adopt an emergency rule only if your agency finds either that:

- “An imminent peril to the public health or safety requires adoption with less notice than is required” for rules adopted under the regular rulemaking steps in Part 2 in this chapter; or
- “Substantial fiscal harm to the state or its citizens could occur if rules are not adopted with less notice than is required” by regular rulemaking.

4.2 Adoption and Filing of the Emergency Rule.

In order to take effect, an emergency rule must be:

- Adopted by the individual, or quorum of individuals, with rulemaking authority, just like other rules; and
- Filed with the Administrative Rules office.

Follow Chapter 4 of this *Manual* for the style of numbering and drafting. The rule goes into effect immediately upon filing. No later effective date is allowed under RSA 541-A. See RSA 541-A:18, II-IV.

Your agency must file **2 COPIES** of the following:

- The emergency rule;
- The completed “Cover Sheet for Emergency Rule” (Appendix II-K), and
- All attachments needed to complete the items in the cover sheet.

The completed “Cover Sheet for Emergency Rule” must contain an explanation of the basis for the emergency rule demonstrating that the rule is necessary as an emergency rule. That includes an explanation of the nature of either the imminent peril to public health and safety demonstrating that the emergency rule is necessary to prevent the imminent peril, or the substantial fiscal harm to the state or its citizens which could occur if the rule were not adopted as an emergency rule. The cover sheet must be dated and signed by the individual, or a voting member of the group of individuals, with rulemaking authority, certifying that the statement is accurate.

If the filing is complete, the Administrative Rules office will send a receipt with the Director’s signature, have a notice published in the *Rulemaking Register*, and update the agency’s filing history on the web site of the Administrative Rules office as for a regular adopted rule under 2.21. An emergency rule remains in effect no longer than 180 days. Your agency shall not adopt the same emergency rule when the emergency rule expires. See RSA 541-A:18, II.

The Committee legal staff will review the agency’s statement of emergency in Item 8 of the cover sheet for accuracy, and the Committee shall petition the agency to repeal the rule if it determines this statement is inadequate.

COVER SHEET FOR EMERGENCY RULE

Document Number _____

Rule Number Ed 1307

1. Agency Name & Address:

State Board of Education

c/o Department of Education

101 Pleasant Street

Concord, NH 03301

2. RSA Authority: **RSA**

3. Federal Authority: _____

4. Type of Action:

Adoption _____

Amendment **X**

Repeal _____

5. Date of Filing: _____

6. Short Title: **Robotics Education Fund**

7. Contact person for copies and questions:

Name: **Amanda Phelps**

Title: **Administrative Rules
Coordinator**

Address: **Department of Education**

Phone #: **(603) 271-2718**

101 Pleasant Street

Concord, NH 03301

****PLEASE ATTACH THE FOLLOWING**, numbered to correspond to the numbers on this sheet (a separate sheet is not required for every item):

8. An explanation of the nature of (a) the imminent peril to public health or safety, demonstrating that the emergency rule is necessary to prevent the imminent peril, or (b) the substantial fiscal harm to the state or its citizens which could otherwise occur if the rule were not adopted as an emergency rule.

9. A summary of the effect if the rule were not adopted.

10. A description of those affected.

****PLEASE SUBMIT 2 COPIES OF THIS COVER SHEET** and all attachments along with 2 copies of the emergency rule to the Office of Legislative Services, Administrative Rules.

****PLEASE SIGN THE FOLLOWING**:

I, the adopting authority,* hereby certify that the attached is an accurate statement explaining why an emergency rule is necessary.

Date: **October 10, 2019**

Signature: _____

Name: **Drew Cline**

Title: **Chairman, State Board of Education**

*("Adopting authority" is the official empowered by statute to adopt the rule, or a member of the group of individuals empowered by statute to adopt the rule.)

Redopt with amendment Ed 1307, effective 7-14-18 (Document #12573), to read as follows:

PART Ed 1307 RULES FOR THE ROBOTICS EDUCATION FUND

Ed 1307.01 Purpose of the Robotics Education Fund. The purpose of the robotics education fund is to motivate ***and encourage*** public school and chartered public school students in New Hampshire to pursue education and career opportunities in science, technology, engineering, and mathematics while building critical life and work-related skills.

Ed 1307.02 Scope. Grants from the robotics education fund shall be available to any eligible public school or chartered public school for the purpose of financing the establishment of a robotics team and its participation in competitive events.

Ed 1307.03 Definitions.

(a) ~~“Competitive event”~~ ***Department*** means ~~an event administered by a national or international organization whose mission is to promote and organize robotics competitions~~ ***the commissioner’s office of the department of education, or designee.***

(b) “Eligible public school or chartered public school” means any public school which meets the minimum standards or a chartered public school as defined in RSA 194-B in the state of New Hampshire.

~~—— (c) “Technical resources” means mentors, space, equipment, travel to events, use of office equipment, use of computers, and other similar forms of assistance.~~

Ed 1307.04 Uses of Grant Funds for the Robotics Education Fund.

~~(a) Grant funds administered through the robotics education fund shall be limited to the purchase of robotics kits, stipends for coaches, and the payment of associated costs from participation in competitions which shall include, but not be limited to, registration fees, supplies, and equipment necessary for competition. Grant funds shall not be used for travel costs. Grant recipients shall submit a report to the department detailing how the grant funds were spent at the end of each fiscal year for which grant funds are received.~~

~~(b) Grant funds shall only be used to cover direct costs associated with the cost of the robotics team.~~

~~(c) Said grants shall not exceed the following amounts per year:~~

~~—— (1) For elementary school, the amount of the grant that can be applied toward the cost of the kit shall not exceed \$1,000 per year and the amount of the grant that can be applied toward the stipend shall not exceed \$250 per year;~~

~~—— (2) For middle school, the amount of the grant that can be applied toward the cost of the kit shall not exceed \$1,500 per year and the amount of the grant that can be applied toward the stipend shall not exceed \$750 per year; and~~

- ~~———— (3) For high school, the amount of the grant that can be applied toward the cost of the kit shall not exceed \$5,000 per year and the amount of the grant that can be applied toward the stipend shall not exceed \$1,500 per year.~~

Ed 1307.05 Eligibility Criteria. A public school or chartered public school which is applying for a grant from the robotics education fund shall demonstrate that:

- ~~(a) It has established, or is in the process of establishing, a robotics team or club that is associated with the school;~~
- ~~(b) It has at least one coach or adult advisor;~~
- ~~(c) It has established a partnership with, or has a valid letter of commitment from, at least one sponsor, business entity, institution of higher education or technical school for the purpose of participation in a robotics competition;~~
- ~~(d) A sponsor, business entity, institution of higher education or technical school will contribute funds, technical resources, or both to allow for the school to participate in the competition;~~
- ~~(e) It has developed a two-year budget for the current year of the application;~~
- ~~(f) It has not received a grant from the Robotics Education Development Program in the prior year; and~~
- ~~(g) It has identified at least one competitive event in which the team or club will participate in and that it meets all criteria for participation in the competitive event(s).~~

Ed 1307.06 Robotics Education Development Program Grant Application.

- (a) A public or chartered public school shall submit *complete and file* a grant application on the “New Hampshire Robotics Education Application Form,” ~~July November 2017~~ 2019 edition, electronically to the department of education, ~~division of career technology and adult learning, bureau of career development.~~
- (b) The grant application period shall ~~start on September 1 and will close on September 30 of each year~~ *be announced on the department’s website pursuant to availability of grant funds and the application period shall be open for no less than 30 calendar days.*
- ~~(c) The amount of each grant shall be sufficient to cover the costs of establishing and supporting a team for two years as set forth in Ed 1410.04.~~
- (d) Pursuant to RSA 188-E:25, V, no school shall receive more than one grant every two years, however, a school district may receive multiple grant awards. A school may support multiple teams through the use of a single grant.

Ed 1307.07 Review of Robotics Education Development Program Grant Application.

- (a) The ~~bureau of career development~~ *department* shall review all grant applications within 15 ~~working~~ *business* days of the ~~September 30 date~~ *application deadline* as established in Ed 1410.06(b);

~~with recommendation from the commissioner or designee.~~ In making a decision the bureau of career development shall approve an application if the school has met all the criteria set forth in Ed 1410.05 (a)-~~(hd)~~.

(b) If the amount of grant funds requested exceeds the balance in the fund that is available in any year, ***the commissioner shall not prorate the grant awards, but*** preference shall be given to schools that have a higher percentage of students in the school's average daily membership in attendance who are eligible for a free or reduced-price meal as defined in RSA 198:38, VII. Secondary preference shall be given to schools which did not receive a grant in the previous year due to lack of funds.

(c) In the event that additional funds exist after all initial grant application requests have been met, the commissioner shall award schools additional grants for additional requested teams in accordance with (b) above and RSA 188-E:24-a, V.(b).

Ed 1307.08 Robotics Education Development Program Grant Disbursement.

~~(a) Grants will be awarded and funds made available by October 31 of each year.~~

~~(b)~~ Grants will be disbursed as a single payment each year of the grant through the business office of the department of education.

Appendix I

Rule	Statute
Ed 1307	RSA 188-E:24-a

8. An emergency rule is necessary in order to be able to disburse robotics education grant funds to schools for the current school year. Regular rulemaking would cause substantial fiscal harm to schools and students. The following issues are being addressed by this emergency rule:

- Current rules allow funds to be used only for cost of a kit and stipend. This change would allow for the team to use it for parts, travel costs to event, and registration fees, which is not restricted in the statute.
- Rural schools would be able to use funding for transportation, which would increase access and participation.
- This proposal removes the restrictions on how much each school can receive and creates a need-based system. For example, if a school is providing programming for 200 students vs. 10 students, they would need differing amounts. The current rules create a barrier to specific funding needs.
- K-8 schools and schools with a combined middle and high school would be able to participate and not be limited by grade level criteria set by the current rules.
- The grant period is specific to Sept. 1st – 30th. With the State Budget not being approved until after this period, the department could not open applications to meet the deadline set in the rules. The emergency rule leaves the time period open to avoid this issue in future grant periods.
- Regular rulemaking would mean that the application period could not open until, at the earliest, March, which is near the end of the school year and would not allow for teams to enter competitions required by statute.

9. If this rule is not adopted as an emergency rule, funds would not be disbursed to schools for this school year because the rule states an application period of September 1 through September 30.

10. School districts, students, and robotics teams are affected by these rules.

Readopt with amendment Ed 322.09, effective 6-15-13 (Document #10363), to read as follows:

Ed 322.09 School Lease Aid.

(a) Applications for school lease aid for leased facilities shall be submitted to the department prior to January 1 of each year in order to be eligible to receive a grant for school lease aid in the fiscal year following the year of submittal.

(b) In order to be eligible to receive school lease aid for a regional career and technical center program or charter school in a leased facility, the applicant shall meet the following requirements:

(1) The applicant shall provide the department with a transportation plan and budget for the use of the leased facility;

(2) The applicant shall submit to the department a certificate signed by the local code enforcement official, fire chief, a licensed engineer or a licensed architect that indicates that the leased facility meets:

a. The state building code under RSA 155-A;

b. The state fire code under Saf-C 6000; and

c. The New Hampshire code for barrier-free design under Abfd 300;

(3) The leased facility shall meet the minimum space requirements of RSA 198:15-b, RSA 198:15-d, RSA 198:15-e, RSA 198:15-g, and Ed 321; and

(4) If food service operations, either culinary arts education or school provided meals, are to take place in the leased facility, the district or charter school shall submit letters of approval to the department for the operations from the department's bureau of nutrition and from the bureau of food protection in the New Hampshire department of health and human services, as provided in He-P 2304.

(c) School lease aid grant payments for leased facilities shall be awarded to the applicant at the same time and in the same manner as grant payments for construction projects under RSA 198:15-b.

(d) In the event that the annual budget for school lease aid from funds appropriated by the general court is insufficient to give the applicant their full entitlement of school lease aid in any year, grant payments shall be prorated equally among all eligible applicants as specified in RSA 198:15-e.

(e) The application for school lease aid for a leased facility shall include:

(1) A copy of the lease agreement;

(2) An explanation of why the lease is necessary;

(3) A floor plan showing the proposed layout and use of the space to be leased for the regional career and technical center or charter school;

(4) A site plan of the building and the surrounding property; and

(5) A description of the surrounding area that includes the specific types of residential, commercial and industrial activities that take place on the property and on all abutting properties.

~~(f) In order to receive school lease aid grant payments for leased facilities, the applicant shall submit to the department information on the costs and descriptions of at least 2 alternative properties that have been considered to meet the requirements for a regional career and technical center or charter school educational program in addition to the property that has been selected. The reason for choosing the selected property over the others shall be clearly explained. This requirement shall be waived by the commissioner for charter schools in existence and occupying leased space prior to July 1, 2011.~~

(~~g~~**f**) The initial building costs of modifying the building to meet the requirements of the educational program shall be eligible for school lease aid if the district or charter school is required to pay those costs by the terms of the lease.

New Hampshire
State Board of Education
Department of Education
Londergan Hall, Room 100F
101 Pleasant Street
Concord, NH 03301
Minutes of the September 12, 2019 Meeting

AGENDA ITEM I. CALL TO ORDER

The regular meeting of the State Board of Education was convened at 9:20 a.m. at the State Department of Education, 101 Pleasant Street, Concord, NH. Drew Cline presided as Chairman.

Members present: Drew Cline, Chairman, Kate Cassady, Cindy Chagnon, Sally Griffin, Helen Honorow and Ann Lane. Phil Nazzaro was not able to attend due to a prior commitment. Frank Edelblut, Commissioner of Education, was also in attendance. Christine Brennan, Deputy Commissioner, had a prior commitment and was not able to attend.

AGENDA ITEM II. PLEDGE OF ALLEGIANCE

Kate Cassady led the pledge of allegiance.

AGENDA ITEM III. PUBLIC COMMENT

There was no public comment.

AGENDA ITEM IV. PRESENTATIONS/REPORTS/UPDATES

Chairman Drew Cline opened the session by congratulating the Department for having won a federal grant for \$46 million for public charter schools. The grant was written with a focus on at-risk children and closing the performance gap. He thanked the Department's grant writing team, Jane Waterhouse, Jan Fiderio and Caitlin Davis for their hard work. The grant is intended to last for 5 years but could be extended for as long as 12 years.

A. NH. Historical Society Presentation on Social Studies Education and the Society's New Social Studies Curriculum

Elizabeth Dubrulle, Director of Education and Public Programs, New Hampshire Historical Society, said she had attended a State Board meeting in March 2016 to alert them to the ongoing crisis in social studies education. The situation remains the same and needs attention at all levels. In response to the crisis, the Society started the Democracy Project, which provides curricular resources, teacher training and advocacy for social studies learning at the local and State levels.

During a listening tour conducted in 2018 by the Society, educators talked about three issues in particular.

The first was a lack of curricular resources. The Society found that virtually no schools were offering social studies courses, except those that created their own curricula. As a result, anyone teaching social studies at any level had to focus their work at a more basic level of understanding. Meanwhile, some teachers had to use outdated materials that may not reflect current standards or pedagogical methods.

The second issue was teacher training. There were no professional development resources until just a few years ago, and New Hampshire does not require teachers to demonstrate competency in State history. Therefore, many educators said they were not comfortable teaching State history because they, themselves, had not studied it since they were in school.

The third issue focused on leadership. There is no audit of social studies curricula because it is not seen as a high priority. As a result, most school districts do not offer a spiraling curriculum. Meanwhile, the NHDOE no longer has a dedicated social studies liaison. Individual organizations try to work together, but without a liaison it is difficult to organize and coordinate activities.

Ms. Dubrulle explained that the Democracy Project is developing an upper elementary school curriculum called “Moose on the Loose”, which will provide material for maximum flexibility for teachers to address different standards. An event on October 3 will celebrate the public launch of the program.

Ms. Cindy Chagnon thanked Ms. Dubrulle for her work. Ms. Dubrulle emphasized that the Society and other affinity groups are looking to the NHDOE for direction.

Commissioner Edelblut remarked that a lot of emphasis has moved to English and math at the elementary level, which has taken some focus off social studies. Ms. Dubrulle said the curriculum her group designed incorporates those subjects, so students are learning multiple subjects in an integrated way.

Ms. Ann Lane asked Commissioner Edelblut the likelihood of having a dedicated social studies liaison at the Department. Commissioner Edelblut said it was unlikely given the current situation with the new budget which has still not been approved. However, Ashley Frame, NHDOE Education Consultant, has a social studies teaching background and is overseeing the standards review in several areas, including social studies, is very passionate about creating curricula that weaves together multiple disciplines, which he found encouraging.

Ms. Sally Griffin asked about the availability of social studies materials for teachers. Ms. Dubrulle noted that “Moose on the Loose” has an online textbook, games and activities and other interactive projects, along with detailed lesson plans and extensive overviews of New Hampshire history, all at no cost to teachers.

Ms. Kate Cassady asked if the Society has spoken to principals or superintendents. Ms. Dubrulle said they have spoken to several of them to let them know about the project.

Ms. Honorow asked if the Society has any expertise they can share with teachers who want to take a more integrated approach to teaching social studies. Ms. Dubrulle noted that they have been offering teachers some training and at the teachers’ request, are currently working on offering instruction that will help them integrate history and science.

Ms. Chagnon asked if the group has reached out to charter schools. Ms. Dubrulle noted that they have reached out to charter schools, private schools, independent schools, and home schoolers.

B. Professional Standard Board (PSB) Update

Ann Wallace, Chair, PSB, provided the State Board an advance copy of the end of the year report. She reviewed some of the highlights from the report.

- The PSB held eight full meetings and one informational meeting.
- One member served on the Criminal Background Check Study committee and another on the Social Studies Curriculum committee.
- The PSB had seven active committees.
- The PSB spent time looking at ways to streamline and provide clearer expectations and communication of its procedures.

Ms. Wallace thanked Katrina Hall and Lisa Witte for their service and contributions to the PSB. She also thanked the State Board for selecting her to be part of the PSB and called it an honor to serve.

C. Kreiva Academy Public Charter School First Year Program Audit Report

Jane Waterhouse, NHDOE, Charter School Administrator, introduced Tal Beyer, Head of School, and Jessica Baker, President of the Board of Trustees. Mr. Beyer described Kreiva as a project-based learning school with cross-curricular, multidisciplinary classes with an enrollment of 127 students.

He noted that approximately 65 percent of Kreiva's students are from Manchester and 25 percent are identified as having special education needs. There are two special education teachers and three full-time paras. Kreiva has a very active and hands-on environment, which has been beneficial for many of the students, particularly those with focus issues.

It was asked if the school has started making long-term plans per the checklist it received as a result of the audit. Mr. Beyer said approximately 80 percent of the strategic plan has been mapped out, and new staff has recently been brought on to help create a vision and bring life to its academic programs. Also, Kreiva has moved from a co-director model to a single Head of School model.

Ms. Waterhouse was asked if she provided Kreiva with a timeline for completing the audit checklist items. Ms. Waterhouse said she did not; however she explained that she has an action template that provides a timeline that she can use to monitor progress on individual items.

Chairman Cline invited Kreiva to return in 90 days with an updated progress report. Mr. Beyer welcomed the opportunity and said some items would be completed over the next few weeks.

Ms. Honorow asked Mr. Beyer if he found the audit process helpful. He said it was very helpful and acknowledged and thanked Ms. Waterhouse for her help in guiding them through several challenges. He said the audit showed them how the challenges and pieces fit together and helped to reveal areas where improvement was needed.

Ms. Honorow noted that her perception was that Kreiva was weak in their student assessments. Mr. Beyer said this is an area they working on and explained that they are administering newly purchased assessments. He noted that the initial math assessments have been completed and are currently working on baseline testing to be used to help teachers identify skill gaps and develop plans to address them. He also mentioned that the school had challenges working with the funding model, so it is working to establish a line of credit. The school also received a half-million-dollar grant from the Barr Foundation for the next two years.

Ms. Honorow asked for more detail on personal loans to the school. Ms. Baker explained that the school tried to secure a line of credit with its bank, but did not meet the requirements needed to secure one, so instead sought private investments. It received a private loan of \$76,000 that has already been repaid.

Ms. Kate Cassady asked about school fundraising. Mr. Beyer said that the school has not yet started this year's fundraising; however, they are in the

process of recruiting a board member with fundraising expertise who can guide and oversee these activities. Ms. Cassady asked if the school had applied for any grants. Mr. Beyer responded that it received almost \$1 million in grants, including grants from the Barr Foundation, NHDOE and the Department of Homeland Security. He noted that Kreiva is taking a proactive approach to getting grants so it can remain financially healthy.

D. School Funding Presentation

John Tobin, a former director of legal systems, said he has spent the past 15 months traveling around the State to talk about school funding as it currently operates in New Hampshire with the goal to move it back into the forefront of public discussion.

All litigation can be boiled down to two principles: 1) The State has a duty to provide an adequate education to every child; and 2) Whatever taxes the State uses to fund schools the State must make the rate consistent across the board. Courts have stated that an adequate education does not just require reading, writing and arithmetic, but also the skills needed to compete in the economy, which incorporate subjects like science, technology and languages.

In terms of taxes, the Court has determined that a district is not complying with the Constitution if people from different towns are paying different rates. In a

recent case in Cheshire County Superior Court, the Court ruled that the formula used to calculate rates is unconstitutional.

Mr. Tobin showed that three-fourths of school taxes come from local property taxes and another 20 percent comes from State aid. This means New Hampshire spends more per pupil than many other US States but ranks last in terms of the proportion that comes from the State. Therefore, New Hampshire relies heavily on local property taxes to fund education.

When taxes are determined by total property in a town, a town with a total property value of \$20 per square mile could raise \$40, but a town with a total property value at \$4 per square mile would only raise \$8, meaning the smaller town must raise their property tax rate to fund their schools. As a result, parents in towns with low property values could pay more in property taxes than parents in towns with higher property values.

In New Hampshire, the average spent per student is \$15,800. However, because of variable tax rates, residents and businesses in high-value property areas can spend less in taxes but still spend more per child than their counterparts in lower-value property towns. Schools in lower-value property towns end up with fewer resources than high-value property towns, even after figuring in State aid. Meanwhile, towns with lower property values raise property

taxes and end up with less tax revenue with which to invest in their businesses and communities.

Based on Mr. Robin's research, 77 percent of NH students and 75 percent of NH taxpayers live in areas where the property value is below average. That means residents in those areas must work harder to invest less in their schools.

The consequences of that include:

- The current tax policy discourages starting businesses in towns with lower property values, which impedes the goal of encouraging economic prosperity throughout the State.
- The State has trouble attracting young families due to high property taxes.
- Towns and cities do not look favorably on new housing because more housing means more children, which means higher school budgets.
- There is little cooperation because towns with high property values do not want to integrate with towns with lower property values.

Adding to the issue is the fact that some land is not taxed, such as National Forest land and State prisons.

In order to meet budgetary requirements, some districts are forced to cut resources including school nurses, art and language classes and custodians.

Even after making these cuts, some schools still must lay off teachers, resulting in class sizes as large as 60 students. Despite these larger classes, teacher salaries remain low and the school district faces high teacher turnover.

These shortfalls can be remedied somewhat by stabilization grants, but the legislature cut these grants by 4 percent in 2015, so some districts may lose significant funding and are forced to raise taxes even more.

What's more, in some districts more than half of all students are on free or reduced lunches. Those children may have more needs, which increase the cost of educating them, but the lack of adequate funding makes it difficult to provide that.

Mr. Tobin said he was hoping to see three things in the most recent State budget: 1) roll back the cuts to stabilization grants; 2) restore disparity aid and give more funding to poorer towns; 3) set up an independent commission to look at education costs and how to pay for them.

Ms. Honorow asked what role the group plays in working with legislators to adjust funding. Mr. Tobin said they have been trying to talk to legislators, but they also educate citizens on the impact of the funding model and encourage them to speak to their elected officials. He said he was here today because the

State Board can take a leadership role in talking about the issue and speaking up for taxpayers and students in poorer areas.

Ms. Honorow then asked Mr. Tobin if he has spoken with BIA or chambers of commerce. Mr. Tobin said he has been to BIA twice and has been invited to speak at chambers of commerce. They understand the challenges related to attracting new residents and offering affordable housing, so there is interest in this topic. Over the next year, his group plans to visit more chambers of commerce and rotary clubs.

E. Petition for Relief/Rehearing - Student/Londonderry School Board - SB-FY-11-001/SB-FY-18-03-14

Stephen Berwick, NHDOE, Coordinator, Dispute Resolution and Constituent Complaints, presented a complaint from a parent regarding the status of his concerns with the Londonderry School District.

Mr. Berwick explained that the parent had gone to the local school board to discuss the relocation of a bus stop, but the local school board did not provide the parent with a hearing. Under Ed 204, a parent must have a written decision from a local school board before he or she can bring the issue before the State Board. Without the local school board's written response, there is no recourse available to the parent to move the matter forward to the State Board. Mr.

Berwick said he believes the parent's primary complaint is the denial of process at the local level, and it is unclear what jurisdiction the State Board would have to hear the complaint.

Ms. Honorow asked Mr. Berwick if he has spoken with the local school board. Mr. Berwick responded that he had spoken with the attorney for the local school board and was told they are trying to reach a resolution. Mr. Berwick also said he learned from the parent that a letter was sent to him from the superintendent but does not know if the letter was sent on behalf of the local school board or on behalf of the superintendent only.

Ms. Honorow asked if the State Board could reply to the letter they received from the parent explaining that there is nothing the State Board can do because there is no remedy available according to the statute. Chairman Cline said the State Board should wait to respond until it has more detail on what happened at the local level.

Commissioner Edelblut said there are other ways to present the matter, including public comment sessions. Mr. Berwick said he has no problem contacting the parent and the school board to learn more about what has happened so far. If it turns out the parent is being denied due process, he or she could bring evidence of that to the State Board.

AGENDA ITEM V. LEGISLATIVE UPDATES

Amanda Phelps, NHDOE, Administrative Rules Coordinator, explained to the State Board that Ed 505.02 and Ed 505.05 will expire on September 16, 2019. An interim rule is in effect and will go to the Joint Legislative Committee on Administrative Rules (JLCAR) on September 20, 2019 and will be brought back before the State Board at the October 10, 2019 meeting for adoption. She noted that when she speaks with JLCAR, she will explain that no educator credentials will be issued by the NHDOE during the time period that the rules are expired. Ms. Phelps did explain that there is a statute available to school districts which allows for the emergency authorization of a teacher credential they can evoke if needed during the time period the rules are expired.

Ms. Honorow asked what the impact would be of adopting the interim rule. Ms. Phelps responded that the interim rule will be adopted for six months. Meanwhile, the initial proposal will be ready for a vote to start the regular rule making process before the six months expire.

A. Ed 500 Rule Change Summary

Ms. Phelps explained that because the Ed 500 rule changes were extensive they will be presented to the Office of Legislative Services (OLS) in four separate sections.

Several board members noted they had received a summary but not the proposed changes. Chairman Cline said he would arrange to have them sent out later that day.

Ms. Honorow asked for the difference between the validation score and the national cut score. Mr. Steve Appleby, NHDOE, Administrator, Bureau of Credentialing and Closed School Transcripts, stated, that his understanding is the rule requires the forming of a committee to determine and make a recommendation to the State Board. Historically, the committee has always recommended the national cut score. The wording for the validation study language will be slightly different than the current version.

Ms. Honorow then asked why there is no minimum GPA requirement in the rules. Mr. Appleby said several rules are ambiguously written, including the rules regarding GPAs. Some schools offer transcripts without GPAs, while some colleges require demonstration of competency rather than a GPA. Also, a GPA from one college would be weighted differently than the same GPA from another college, so it was determined that GPA is so subjective that it does not hold much value.

Ms. Honorow noted that not having a GPA requirement pushes against the goal to increase State standards in certain content areas. Mr. Appleby explained that the Credentialing Bureau sees student program plans when they are they

are seeking a credential and see vast differences in the quality of the plans as a result. He further explained that there are times when a graduate has the minimum GPA but does not demonstrate the corresponding competency, so GPA does not always demonstrate the required competency in content areas.

Ms. Griffin asked about Ed 505.04, which sets out rules for accepting credits from State educator preparation programs or similar programs from other States. Mr. Appleby said there are already separate pathways for in-State graduates and out-of-State graduates. Out-of-State transcripts are measured against Ed 600 requirements to make sure the competencies are comparable. If they are not, the graduate must take the required coursework.

Ms. Honorow asked if the \$50 name change fee is critical and noted it was one of the fees that did not come down. Mr. Appleby said the current process is very loose because it does not require any verification. The fee would help put a process in place. Once it is, the fee may be lowered if it turns out the processing costs are low. He also noted that there will be another fee reduction in October. The renewal fee is decreasing by \$10 every three years and will also reduce the initial license fee by \$10.

Chairman Cline thanked the committee for their work. Mr. Appleby said a real motivator was talking to educators who were distraught because the process was making it hard for them to get the licensure they needed.

Ms. Phelps said she will submit the current changes, but the PSB committee may make other changes. Ms. Honorow asked to receive both sets of changes at the same time and Chairman Cline suggested a red-lined version of the changes PSB is proposing.

Ms. Honorow asked for a status from JLCAR regarding Learn Everywhere. Ms. Phelps said the committee submitted their response to the Office of Legislative Services (OLS), and the item has been added to JLCAR's October meeting agenda.

AGENDA ITEM VI. COMMISSIONER'S UPDATE

Commissioner Edelblut met with superintendents at their last statewide meeting and reminded them that the State's charter school laws encourage public schools to charter organizations as well, so the funds awarded by the new grant are available to school districts as well. He encouraged them to explore this opportunity.

The preschool development grant is ongoing. The Department is collecting data, including surveys of parents and educators, and will look at it to determine next steps. The Department will be applying for a grant to implement next steps.

Commissioner Edelblut and Mr. Appleby met with the speech language pathology governing board to talk about the issues surrounding required credentials. It is likely that the board will propose changes to allow more flexibility or speech language pathologists to be effective in the schools.

The New Hampshire Career Academy is moving forward and there will be an MOU signing tomorrow at 10:00 a.m. at Great Bay Community College with the Governor.

The Department is currently recruiting candidates for the positions of Director of Educator Support and Higher Education Division. Ashlee Stetser has resigned and is moving to the United Kingdom, so her position is also open.

Since Ashlee went on maternity leave, Commissioner Edelblut and Mr. Appleby have taken over many of her duties, including the program review process. The problems in that process continue, so they are talking with the CTE to help find solutions.

The Department made an offer to a candidate to replace Attorney Richard Sala, but the offer has not yet been accepted.

The U.S. Department of Education (USDOE) Deputy Secretary, Mick Zais will be visiting New Hampshire to deliver an address on the State of Education in the US and New England. The tentative date is September 30.

Ms. Honorow noted she had offered to assist the CTE with the program review process and has yet to connect with them. She asked how she could assist. Commissioner Edelblut said she can assist by helping to recruit reviewers.

Ms. Honorow then asked about the charter school grant and how the State Board can move that process forward. Commissioner Edelblut explained that the Department is waiting for more guidance from the USDOE to assist in developing State guidelines and hope to have more conversations in November and hopes to have the State Board involved with the process.

AGENDA ITEM VII. APPOINTMENTS

A. Chartered Public Schools Oversight Committee (RSA 194-B)

Chairman Cline nominated Kate Cassady to serve on the Chartered Public Schools Oversight Committee. The Board approved his selection unanimously.

B. Commissioner's Consultation with the State Board of Education (RSA 21-N:3 II)

Commissioner Edelblut presented his proposal to reappoint Caitlin Davis to continue in her position as Director for the Division of Education and Analytic Resources.

AGENDA ITEM VIII. NONPUBLIC SCHOOL APPROVAL

**A. Commissioner's Nonpublic School Initial Application Review –
Crossroads Christian School, Pelham, NH**

Melissa Valence, Division of Education Analytics and Resources, NHDOE, introduced Joann Spain from Crossroads Christian School.

Ms. Lane asked if the school has plans for program approval in the future. Ms. Spain said it does. The school is a member of the American Christian School International (ACSI), but it must be open for one year before it can apply for accreditation.

MOTION: Ann Lane made the following motion, seconded by Sally Griffin, that the State Board of Education accepts and approves the Commissioner's Nonpublic School Initial Approval Status report for Crossroads Christian School for

compulsory attendance only and that all materials issued by the Crossroads Christian School indicate this approval.

VOTE: The motion was approved by unanimous vote of the Board with the Chairman abstaining.

AGENDA ITEM IX. OPEN BOARD DISCUSSIONS

A. Marking the 100th Anniversary of the State Board of Education

Chairman Cline noted that while there have been many changes in education over the past 100 years, the one constant has been the concept of the New Hampshire State Board of education, comprised of citizens who are non-educators and independent of the Department of Education. Today marks the 100th anniversary of the State Board. Chairman Cline thanked everyone on the Board for their service.

AGENDA ITEM X. OLD BUSINESS

Ms. Honorow mentioned that MicroSociety had said they had a wait list at the last meeting, but she saw that they are highlighting free tuition and advertising for grades 1-2. She asked if the State Board should be concerned. Chairman Cline responded that some charter schools have expressed concern

that people think they charge tuition. He believes MicroSociety is taking this step to prevent that misinterpretation and will speak to the school to confirm this. Ms. Honorow asked that he also find out if they have filled their open slots. Chairman

Ms. Honorow then asked for a follow-up on the task force regarding math learning communities. Chairman Cline said he would look into.

Ms. Adams said the State Board is tentatively scheduled to hold a fall meeting at SAU 23 and will follow up once it is confirmed. .

AGENDA ITEM XI. NONPUBLIC SESSION

There was no nonpublic session.

AGENDA ITEM XII. CONSENT AGENDA

A. Minutes of August 8, 2019

Ms. Honorow requested that a minor change be made on Page 4731, “and board training” be changed to “any board training”.

MOTION: Cindy Chagnon made the motion, seconded by Kate Cassady, to approve the Minutes of August 8, 2019 as amended.

VOTE: The motion was approved by unanimous vote of the Board with the Chairman abstaining.

B. Monadnock Regional School District's Request to Change Apportionment Formulas

MOTION: Cindy Chagnon made the motion, seconded by Kate Cassady, that the State Board of Education approve Monadnock Regional School District's request to change their apportionment formulas.

VOTE: The motion was approved by unanimous vote of the Board with the Chairman abstaining.

AGENDA ITEM XIII. ADJOURNMENT

MOTION: Helen Honorow made the motion, seconded by Kate Cassady, to adjourn the meeting at 1:10 p.m.

VOTE: The motion was approved by unanimous vote of the Board present, with the Chairman abstaining.

Secretary

DRAFT