AGENDA

I. CALL TO ORDER – 9:30 AM

II. PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENT (Limited to 3 minutes. The Board may ask clarifying questions, otherwise no feedback will be provided.)

   Student presentation and tour.

IV. PRESENTATIONS/REPORTS/UPDATES

   A. Fall Mountain Regional School District Withdrawal Committee Report for the withdrawal of Charlestown from the Fall Mountain Regional School District Cooperative

   B. Fall Mountain Regional School District Minority Report for the withdrawal of Charlestown from the Fall Mountain Regional School District Cooperative

   C. Strafford School District Planning Committee Withdrawal Report from SAU #44

   D. Timberlane Regional School District SAU 55 Withdrawal Plan Update

   E. PACE Career Academy Charter School Status Change Request – JORGE SANTANA, Director

   F. Capital City Public Charter School Corrective Action Plan Update – STEPHANIE ALICEA, Head of School

   G. Capital City Public Charter School Status Change Request – STEPHANIE ALICEA, Head of School


V. COUNCIL for TEACHER EDUCATION (CTE) ~ LAURA STONEKING, NHDOE, Administrator, Bureau of Educator Preparation and Higher Education and CHRIS WARD, Co-Chair, CTE

   A. Plymouth State University – Priority Progress Report II

VI. LEGISLATIVE UPDATES – AMANDA PHELPS, NHDOE, Administrative Rules Coordinator

   A. INTERIM RULE ~ Vocational Rehabilitation Programs (Ed 1000)

   B. FINAL PROPOSAL ~ Confidentiality and Record Retention (Ed 1102.04 (h) and Ed 1119.01)

   C. JLCAR Petition for Regular Rulemaking ~ Robotics Education Fund (Ed 1307)

VII. OPEN BOARD DISCUSSIONS

   A. Final Objection and Joint Resolution to Final Proposal 2019-5 Ed 1400
VIII. COMMISSIONER’S UPDATE
IX. OLD BUSINESS
X. NONPUBLIC SESSION
XI. CONSENT AGENDA
   A. Meeting Minutes of October 10, 2019
   B. Summary of Withdrawn Cases
   C. Jaffrey-Rindge Cooperative School District Separation Committee Update
   D. Tuition Agreements:
      • Bath and Haverhill Cooperative
      • Benton and Haverhill Cooperative
      • Piermont and Haverhill Cooperative
      • Bartlett and Jackson
      • Pinkerton Academy and Hampstead School District
XII. 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.
Report of the Withdrawal Study Committee

Studying the Withdrawal of the

Town of Charlestown

From the

Fall Mountain Regional School District

Pursuant to New Hampshire RSA 195:25
To:      The NH State Board of Education  
From:   Fall Mountain Regional School Board Withdrawal Study Committee  
RE:    School Withdrawal Plan  
Date:  October 23, 2019  

1. At its meeting on October 2, 2019, a quorum being present, the Withdrawal Study Committee determined by a vote of 7 YES and 3 NO, with 0 Abstentions: That withdrawal of Charlestown from the FMRSD is recommended. A plan will be created to be presented to the State of NH BOE according to the requirements of RSA 195, after approval of the FM Withdrawal Committee studying the Charlestown withdrawal proposal.

2. The Withdrawal Study Committee therefore, pursuant to RSA 195:25, submits the attached Withdrawal Plan by and approved by the Committee at its meeting on October 23, 2019, by a vote of 6 to 4.

In Favor
Alan F. Dustin  
Alstead Select Board Member  
Joseph A. Levesque  
Alstead School Board Representative  
Albert A. St.Pierre  
Charlestown Select Board Member  
Scott Bushway  
Charlestown School Board Representative  
Steven J. Dalessio  
Walpole Select Board Member  
Lucien Joseph Beam  
Langdon Select Board Member  

Opposed
Mary Henry  
Langdon School Board Representative  
Francis C. Emig  
Acworth Select Board Member  
Sarah Vogel  
Acworth School Board Representative  
William K. Stah  
Walpole School Board Representative  

date 10/23/19  
date 10/23/19  
date 10/23/19  
date 10/23/19  
date 10/23/19  
date 10/23/19  
date 10/23/19  

2
Background

The towns of Acworth, Alstead, Charlestown, Langdon, and Walpole are rural communities located in Sullivan or Cheshire Counties, in southwestern New Hampshire. Each of these towns has a long history, having been incorporated in 1772, 1763, 1753, 1787 and 1752 respectively.

In 2017, Charlestown had a population of 5004 people. (696 people aged 5-19) and the other four towns have a combined population of 8741 people (1256 aged 5-19). Charlestown’s per capita income is $25,147, with a median household income of $50,297 and 2.1% unemployment. The other four town’s per capita income is $33,937.25, with a median household income of $66,997.75 and 2.275% unemployment.

The State Board of Education authorized the Charlestown School District and the districts of Acworth, Alstead, Langdon and Walpole to organize the Fall Mountain Regional School District pursuant to the provisions of [Chapter 199 of the Law of New Hampshire of 1947]. At a special meeting held on February 11, 1964, the five districts voted to establish the Fall Mountain Regional School District with an effective date of operating responsibility of July 1, 1966.

In 1976, a group of Charlestown residents, chaired by Oscar Makinen, met to discuss the merits of Charlestown in the Fall Mountain Regional School District and its effect on the people of Charlestown.

In January, 1984, a study was done locally to study the makeup of the district.

In 1985, Charlestown voters called for a withdrawal study to be done. The Select Board of Charlestown hired Mason & Rich Professional Association and Fleek & Lewis Architects to conduct the analysis. The study resulted in Charlestown voting to invoke RSA 195.

In 1986, as a result of the Charlestown vote to invoke RSA 195:25, the Fall Mountain Regional School Board appropriated $15,000 to hire the Center of Educational Field Services (CEFS), led by Dr. Richard Goodman and Dean Michener. Upon completion of the study, it was determined that Charlestown would be able to withdraw from the five town cooperative at no additional cost. The four remaining towns voted, by a vote of 12 - 3, to maintain the status quo. The opportunity to vote on withdrawal did not make it to the voters.

In 1988, an article was placed on the warrant to change the cost allocation formulas. This was voted down at school meeting.
In **1989**, another article was placed on the school warrant to change the cost allocation formulas. Again, this was voted down at school meeting.

In **1998**, Bill Wheeler, of TRACE, completed a study found that determined that Charlestown taxpayers were overpaying relative to services received.

In **2002**, a district-wide vote approved a change in the formulas. The result of that decision is the incredibly complicated set of formulas with which we live today.

In **2015**, Charlestown Selectmen advanced a motion to change the district school funding to a 50% ADM / 50% Equalized Valuation formula. District-wide, the resulting vote was 913 YES, 1970 NO, or 68% to 31% opposed. However, Charlestown voters voted 805 YES to 294 NO, or 73% in favor. Interestingly, 88% of all yes votes came from Charlestown voters, while 85% of all no votes came from the other four towns.

In addition to direct challenges to the Articles of Agreement and the cost allocation formulas, Charlestown voters have expressed their frustration at Fall Mountain School Board budgetary proposals by repeatedly and resoundingly voting against annual budgets that have proposed increases running well in excess of inflation or increased cost of living rates. Charlestown voters have also attended the annual deliberative sessions in substantial numbers to vote against proposed budget increases and force the default budget to be advanced.

Most recently, on Tuesday, March 12, 2019, the Town of Charlestown at its annual Town Meeting elections, passed Article 8: To see if the Town will vote to direct the School Board of Fall Mountain Regional School District to conduct a study of the feasibility and suitability of the withdrawal of the Town of Charlestown from the School District as set forth in RSA 195:25 (Ballot Vote Required). This vote passed 617 for and 248 against, representing an approval rate of 71% of Charlestown voters.

In March of 2019, a letter was sent to the School Board of Fall Mountain Regional School District notifying the board that Charlestown voters voted to invoke RSA 195:25. The FMRSD commenced a Withdrawal Study Committee. The initial meeting was held on April 30, 2019, where the guidelines for a Withdrawal Study and the procedure for adding committee members were outlined.

Twice monthly meetings were held on the second and fourth Wednesdays of May, June, July, August, and September, and each Wednesday in October until the plan was complete.

Data collected by the Withdrawal Study Committee to assist them in determining the feasibility of the withdrawal is included below.
Per Section RSA 195:26

195:26 Withdrawal Plan – A plan for the withdrawal of a member of district cooperative shall include the following:

I. The name of the withdrawing district and the grades.

The name of the withdrawing district shall be the Charlestown School District. This district shall oversee and provide for the children residing in the Town of Charlestown for grades Kindergarten through grade 12 and as required by RSA 186-C.

The remaining district, the Fall Mountain Regional School District, shall oversee and provide for the children residing in the Towns of Acworth, Alstead, Langdon, and Walpole for grades Kindergarten through grade 12 and as required by RSA 186-C.

II. The number, composition, method of selection, and terms of office for the school board of the withdrawing district and of the Regional School District.

The Charlestown School Board shall be the governing entity of the Charlestown School District and shall be comprised of 5 members, elected at large by the voters of the Town of Charlestown for three-year staggered terms.

In the first year of the Charlestown school board elections, 2 positions shall be for 3-year terms, 2 positions shall be for 2-year terms and 1 position shall be for a 1-year term.

The Fall Mountain Regional School Board shall continue to be the governing body of the Fall Mountain Regional School District with the exception that it shall be comprised of 5 members.

III. The method of apportioning the operating expenses and capital expenses among the members of the cooperative school district if a change is to be proposed in conjunction with the withdrawal procedure.

The Town of Charlestown will assume all costs for operating the Charlestown School District.

The Towns of Acworth, Alstead, Langdon, and Walpole will assume all costs for operating the Fall Mountain Regional School District. The remaining districts will determine an appropriate charging formula.
IV. The proposed date of operating responsibility, at which time the withdrawing district shall be responsible for the education of its pupils and after which the cooperative district will no longer have such financial and educational responsibility.

As of July 1, 2021, the Charlestown School District will be responsible for the education of all Charlestown students.

As of July 1, 2021, the Fall Mountain School District will be responsible for the education of all Acworth, Alstead, Langdon, and Walpole students.

V. The liability of the withdrawing district for its share of any outstanding indebtedness of the cooperative school district in RSA 195:27.

The Charlestown School District will assume all obligations for the remaining bond payments of $100,000 per year through 2024, related to the 2006 renovations performed at Charlestown Primary School. The Charlestown School District will also assume full responsibility for its pro rata share of the energy project initiated in 2014 as it pertains to its three school facilities only, which will require 7 further payments after July 1, 2021.

There is no other indebtedness.

VI. A plan for the education of all students in the withdrawing school district and for the continuation of the school system of the cooperative district. This shall detail the proposed assignment of students in grades operated by the cooperative and withdrawing district or districts, including, if any, tuition arrangements or contracts.

1. Educating grades preK-8

The Charlestown School District shall create a budget to raise and appropriate all funds necessary to provide for the education of its students enrolled in grades preK-8, utilizing the existing Charlestown Middle School, Charlestown Primary School, and North Charlestown Community School.

The Fall Mountain Regional School District shall create a budget to raise and appropriate all funds necessary to provide for the education of its students. The Fall Mountain Regional School District plans to maintain the current primary and middle schools in the remaining four towns for grades preK-8.
2. **Educating Grades 9-12**

The Charlestown School District intends to enter into an agreement with Fall Mountain Regional School District for the majority of their students in grades 9-12 (eg: 90%). Charlestown reserves the right to make arrangements with other school districts, including both public and private high schools, as is deemed educationally appropriate.

The Fall Mountain Regional School District will continue to operate the Fall Mountain Regional High School and has expressed a willingness to accept students in grades 9-12 from Charlestown on a tuition basis on terms yet to be determined.

3. **Special Education**

The Charlestown School District shall meet the requirements of RSA 186-C to educate the students with special education needs in the district.

The Fall Mountain Regional School District shall continue to meet the requirements of RSA 186-C to educate the students with special education needs in the district.

4. **Bus transportation**

The Charlestown School District shall provide bus transportation for its students.

The Fall Mountain School District shall provide bus transportation for its students.

5. **School Continuity**

The Charlestown School District will determine arrangements with Charlestown parents or guardians and the Fall Mountain Regional School District to develop procedures and guidelines for school continuity arrangements. The current Fall Mountain Regional School Board has indicated they will accept Charlestown’s high school students on a tuition basis.

6. **SAU Status**

There are no plans for withdrawal of the Charlestown School District from SAU #60 at this time.

7. **Collective Bargaining Agreement (CBA) Obligations**

Charlestown will honor the conditions of the existing CBA with all staff, including teachers and support staff, who choose to remain a part of the Charlestown School District.

8. **Remaining town(s)**

Upon withdrawal of the Charlestown School District, the Fall Mountain Regional School District will continue to serve the students of the towns of Acworth, Alstead, Langdon, and Walpole.
VII. Any other matters, not incompatible with law, which the planning committee may consider appropriate to include in the withdrawal plan.

Per Section RSA 195:28

195:28 Disposition of Property – SAU #60 currently operates and maintains 13 properties within the Fall Mountain Regional School District. The 1966 Articles of Agreement state that at the time of the formation of the FMRSD, SAU #60 shall acquire all existing properties from the previous existing districts.

Upon withdrawal of the Charlestown School District, effective July 1, 2021, Charlestown will reacquire the North Charlestown Community School, Charlestown Primary School and Charlestown Middle School at no cost. The Charlestown School District will acquire the contents of each building as well as capital reserve funds connected to the Charlestown buildings.

Fall Mountain Regional School District will distribute to Charlestown School District its share, whether earmarked or pro rata, of any reserve funds of any kind, not limited to capital reserve funds associated with Charlestown area schools, high school reserve funds, health care self-insurance reserve funds or surpluses, and reserve funds of any other description.

The Charlestown School District will forfeit all interest in Fall Mountain Regional High School, as well as any other school or facility being retained by Fall Mountain Regional School District and will in turn be absolved of all obligations associated with those facilities.
### NECAP Science and NH Alternative Science Assessment Results 2016-17

**Charlestown Primary School 2016-17 NECAP and NH Alternative Science Assessment Results**

<table>
<thead>
<tr>
<th>Achievement Level (%)</th>
<th>School</th>
<th>District</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substantially Below Proficient (%)</td>
<td>8</td>
<td>17</td>
<td>18</td>
</tr>
<tr>
<td>Partially Proficient (%)</td>
<td>36</td>
<td>45</td>
<td>46</td>
</tr>
<tr>
<td>Proficient (%)</td>
<td>56</td>
<td>24</td>
<td>35</td>
</tr>
<tr>
<td>Proficient with Distinction (%)</td>
<td>0</td>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>

**Student Assessment**

* indicates total number of test takers is 10 or less.
Blank indicates no science assessment test administered.

### NECAP Science and NH Alternative Science Assessment Results 2016-17

**N. Charlestown Community School 2016-17 NECAP and NH Alternative Science Assessment Results**

<table>
<thead>
<tr>
<th>Achievement Level (%)</th>
<th>School</th>
<th>District</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substantially Below Proficient (%)</td>
<td>9</td>
<td>17</td>
<td>18</td>
</tr>
<tr>
<td>Partially Proficient (%)</td>
<td>77</td>
<td>45</td>
<td>46</td>
</tr>
<tr>
<td>Proficient (%)</td>
<td>55</td>
<td>20</td>
<td>22</td>
</tr>
<tr>
<td>Proficient with Distinction (%)</td>
<td>0</td>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>

**Student Assessment**

* indicates total number of test takers is 10 or less.
Blank indicates no science assessment test administered.

### NECAP Science and NH Alternative Science Assessment Results 2016-17

**Charlestown Middle School 2016-17 NECAP and NH Alternative Science Assessment Results**

<table>
<thead>
<tr>
<th>Achievement Level (%)</th>
<th>School</th>
<th>District</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Substantially Below Proficient (%)</td>
<td>4</td>
<td>17</td>
<td>18</td>
</tr>
<tr>
<td>Partially Proficient (%)</td>
<td>79</td>
<td>45</td>
<td>46</td>
</tr>
<tr>
<td>Proficient (%)</td>
<td>17</td>
<td>26</td>
<td>22</td>
</tr>
<tr>
<td>Proficient with Distinction (%)</td>
<td>4</td>
<td>1</td>
<td>3</td>
</tr>
</tbody>
</table>

**Student Assessment**

* indicates total number of test takers is 10 or less.
Blank indicates no science assessment test administered.
Fall Mountain Regional School District

Percentage of Students with Disability(ies)

<table>
<thead>
<tr>
<th></th>
<th>2016</th>
<th>2017</th>
<th>2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acworth Primary</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td>Alstead Primary</td>
<td>20.21%</td>
<td>23.16%</td>
<td>22.35%</td>
</tr>
<tr>
<td>Charlestown Middle</td>
<td>17.12%</td>
<td>15.83%</td>
<td>16.53%</td>
</tr>
<tr>
<td>Charlestown Primary</td>
<td>18.21%</td>
<td>16.94%</td>
<td>18.87%</td>
</tr>
<tr>
<td>N. Charlestown</td>
<td>19.51%</td>
<td>24.39%</td>
<td>27.14%</td>
</tr>
<tr>
<td>Community</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N. Walpole</td>
<td>11.22%</td>
<td>11.96%</td>
<td>14.74%</td>
</tr>
<tr>
<td>Sarah Porter</td>
<td>*</td>
<td>*</td>
<td>*</td>
</tr>
<tr>
<td>(Langdon)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vilas Middle</td>
<td>13.85%</td>
<td>15.09%</td>
<td>15.60%</td>
</tr>
<tr>
<td>(Alstead Area)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walpole Elementary</td>
<td>17.23%</td>
<td>16.21%</td>
<td>14.18%</td>
</tr>
<tr>
<td>Walpole Primary</td>
<td>19.48%</td>
<td>18.07%</td>
<td></td>
</tr>
</tbody>
</table>

Average 17.73%

* Not enough student population to report

Found on publiticaltableau.com, from DOE
### Percentage of Students receiving Free/Reduced Lunch, per School

*(From NH DOE)*

<table>
<thead>
<tr>
<th>School</th>
<th>2015/16 %</th>
<th>2016/17 %</th>
<th>2017/18 %</th>
<th>2018/19 %</th>
<th>AVG</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acworth Primary</td>
<td>20.00%</td>
<td>35.71%</td>
<td>36.67%</td>
<td>57.89%</td>
<td>37.57%</td>
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<tr>
<td>Alstead Primary</td>
<td>45.00%</td>
<td>47.37%</td>
<td>60.42%</td>
<td>52.17%</td>
<td>51.24%</td>
</tr>
<tr>
<td>Charlestown Middle</td>
<td>43.84%</td>
<td>44.60%</td>
<td>54.14%</td>
<td>42.11%</td>
<td>46.17%</td>
</tr>
<tr>
<td>Charlestown Primary</td>
<td>56.60%</td>
<td>47.16%</td>
<td>32.04%</td>
<td>38.51%</td>
<td>43.58%</td>
</tr>
<tr>
<td>N. Charlestown Community</td>
<td>54.88%</td>
<td>54.88%</td>
<td>57.14%</td>
<td>51.95%</td>
<td>54.71%</td>
</tr>
<tr>
<td>N. Walpole</td>
<td>31.63%</td>
<td>33.70%</td>
<td>41.05%</td>
<td>28.75%</td>
<td>33.78%</td>
</tr>
<tr>
<td>Sarah Porter (Langdon)</td>
<td>36.36%</td>
<td>25.00%</td>
<td>33.33%</td>
<td>33.33%</td>
<td>32.01%</td>
</tr>
<tr>
<td>Vilas Middle (Alstead Area)</td>
<td>49.50%</td>
<td>44.34%</td>
<td>40.37%</td>
<td>38.46%</td>
<td>43.17%</td>
</tr>
<tr>
<td>Walpole Elementary</td>
<td>28.97%</td>
<td>25.68%</td>
<td>29.08%</td>
<td>24.19%</td>
<td>26.98%</td>
</tr>
<tr>
<td>Walpole Primary</td>
<td>37.14%</td>
<td>44.00%</td>
<td>25.00%</td>
<td>30.56%</td>
<td>34.18%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>39.52%</strong></td>
</tr>
</tbody>
</table>
### II: EXPENSE & REVENUE RECAP

<table>
<thead>
<tr>
<th>FY-20</th>
<th>FY-21</th>
<th>REVENUE RECAP:</th>
<th>FY-20</th>
<th>FY-21</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXPENSE RECAP:</td>
<td></td>
<td>Tuition from Out-of District Students:</td>
<td>3,609,750</td>
<td>3,609,750</td>
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<tr>
<td>Direct Elementary Expenses:</td>
<td>8,893,150</td>
<td>Vocational Tuition Aid:</td>
<td>108,876</td>
<td>108,876</td>
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<tr>
<td>Method 1 Elementary Expenses:</td>
<td>620,642</td>
<td>Vocational Transportation Aid:</td>
<td>23,542</td>
<td>23,542</td>
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<tr>
<td>Method 2 Elementary Expenses:</td>
<td>78,475</td>
<td>FMRHS Capital Reserve Funds:</td>
<td>257,100</td>
<td>257,100</td>
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<tr>
<td>Method 3 Elementary Expenses:</td>
<td>198,713</td>
<td>Building Aid - FMRHS Project:</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Method 4 Elementary Expenses:</td>
<td>78,717</td>
<td>Total High School Revenues:</td>
<td>3,999,268</td>
<td>3,999,268</td>
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<tr>
<td>Method 5 Elementary Expenses:</td>
<td>138,574</td>
<td>Vilas Trust Fund: (Alstead Only)</td>
<td>30,000</td>
<td>30,000</td>
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<tr>
<td>Method 6 Elementary Expenses:</td>
<td>1,216,867</td>
<td>Kindergarten Aid: (Keno)</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Total Elementary Expenses:</td>
<td>11,226,138</td>
<td>Other Revenues:</td>
<td>-</td>
<td>-</td>
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<tr>
<td></td>
<td>12,191,312</td>
<td>Unreserved Fund Balance:</td>
<td>-</td>
<td>-</td>
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<tr>
<td></td>
<td></td>
<td>Bank Interest:</td>
<td>5,000</td>
<td>5,000</td>
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<td></td>
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<td>Other Revenue:</td>
<td>10,000</td>
<td>10,000</td>
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<tr>
<td></td>
<td></td>
<td>Transfer to Capital Reserve:</td>
<td>-</td>
<td>-</td>
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<tr>
<td></td>
<td></td>
<td>Catastrophic Aid:</td>
<td>64,715</td>
<td>64,715</td>
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<tr>
<td></td>
<td></td>
<td>Medicaid Reimbursements:</td>
<td>100,000</td>
<td>100,000</td>
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<tr>
<td>Direct High School Expenses:</td>
<td>8,000,412</td>
<td>Total Other Revenues:</td>
<td>179,715</td>
<td>179,715</td>
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<tr>
<td>Method 1 High School Expenses:</td>
<td>310,274</td>
<td>Special Revenue Fund Revenues:</td>
<td></td>
<td></td>
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<tr>
<td>Method 3 High School Expenses:</td>
<td>191,839</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Method 4 High School Expenses:</td>
<td>65,480</td>
<td>Total Revenues before Taxes:</td>
<td>4,208,983.00</td>
<td>4,208,983.00</td>
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<tr>
<td>Method 5 High School Expenses:</td>
<td>138,958</td>
<td>Assessments after state education tax adjustment:</td>
<td></td>
<td></td>
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<tr>
<td>Method 6 High School Expenses:</td>
<td>608,342</td>
<td>Acworth</td>
<td>1,499,463</td>
<td>1,699,159</td>
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<tr>
<td>Total High School Expenses:</td>
<td>9,315,305</td>
<td>Alstead</td>
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<tr>
<td></td>
<td>9,927,337</td>
<td>Langdon</td>
<td>934,062</td>
<td>1,056,157</td>
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<tr>
<td>Special Revenue Fund Expenses:</td>
<td></td>
<td>Walpole</td>
<td>6,288,039</td>
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<td>20,540,443</td>
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<td></td>
<td>22,118,649</td>
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<td>III: ASSESSMENTS</td>
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<td>TOTAL REV. &amp; ASSESSMENTS:</td>
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<td>22,118,650</td>
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### ACWORTH:

<table>
<thead>
<tr>
<th>FY-20</th>
<th>FY-21</th>
<th>ACWORTH:</th>
<th>FY-20</th>
<th>FY-21</th>
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<td>626,135</td>
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<td>Method 3 Elementary Expenses:</td>
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<td>Method 5 Elementary Expenses:</td>
<td>46,251</td>
<td>71,633</td>
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<td>Method 6 Elementary Expenses:</td>
<td>153,582</td>
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<td>304,202</td>
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<td>Method 3 High School Expenses:</td>
<td>53,230</td>
<td>72,756</td>
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<tr>
<td>Method 4 High School Expenses:</td>
<td>8,965</td>
<td>Method 4 High School Expenses:</td>
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<td>22,707</td>
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<tr>
<td>Method 5 High School Expenses:</td>
<td>19,026</td>
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<td>59,717</td>
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<td>Tuition Charge:</td>
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<td>559,935</td>
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<td>State Education Tax: 10-04-19</td>
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<td>Kindergarten Aid: (Keno) 10-04-19</td>
<td>-</td>
<td>Kindergarten Aid: (Keno) 10-04-19</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Transfer from Capital Reserve Fund:</td>
<td>-</td>
<td>Transfer from Capital Reserve Fund:</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Building Aid:</td>
<td>-</td>
<td>Vilas Trust Fund:</td>
<td>30,000</td>
<td>30,000</td>
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<tr>
<td>Other Revenues:</td>
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<td>49,866</td>
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<td>-</td>
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<td>1,079,186</td>
<td>1,094,589</td>
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<tr>
<td>TOTAL LOCAL ASSESSMENT:</td>
<td>$1,499,463</td>
<td>TOTAL LOCAL ASSESSMENT:</td>
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<td>$2,940,328</td>
</tr>
<tr>
<td>LANGDON:</td>
<td>WALPOLE:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------------------------------------------</td>
<td>--------------------------------------------</td>
<td></td>
<td></td>
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<tr>
<td>Direct Elementary Expenses: 363,267</td>
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<td>Method 1 Elementary Expenses: 48,380</td>
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<td>Method 2 Elementary Expenses: 13,079</td>
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<td>Method 3 Elementary Expenses: 5,897</td>
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<td>Method 4 Elementary Expenses: 4,557</td>
<td>Method 4 Elementary Expenses: 41,067</td>
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<tr>
<td>Method 5 Elementary Expenses: 4,329</td>
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<td>Method 6 Elementary Expenses: 94,856</td>
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<td>Direct High School Expenses by ADM: 634,590</td>
<td>Direct High School Expenses by ADM: 4,050,515</td>
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<td>Method 1 High School Expenses: 24,611</td>
<td>Method 1 High School Expenses: 157,088</td>
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<tr>
<td>Method 3 High School Expenses: 15,217</td>
<td>Method 3 High School Expenses: 97,126</td>
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<td>Method 4 High School Expenses: 5,194</td>
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<tr>
<td>Method 5 High School Expenses: 11,022</td>
<td>Method 5 High School Expenses: 70,353</td>
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<tr>
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<tr>
<td>Equitable Education Aid: 10-04-19</td>
<td>Equitable Education Aid: 10-04-19</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>State Education Tax: 10-04-19</td>
<td>State Education Tax: 10-04-19</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Kindergarten Aid; (Keno) 10-04-19</td>
<td>Kindergarten Aid; (Keno) 10-04-19</td>
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<tr>
<td>Transfer from Capital Reserve Fund:</td>
<td>Transfer from Capital Reserve Fund:</td>
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<tr>
<td>Building Aid:</td>
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<tr>
<td>TOTAL LOCAL ASSESSMENT: $934,062</td>
<td>TOTAL LOCAL ASSESSMENT: $6,288,039</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Based on the projected budget for FY-21, the first year after Charlestown withdraws from the district, these are the projected additional costs for each remaining town. This data was provided by the Fall Mountain CFO, James Fenn, on 7/15/2019. Jim modified the document on 10/4/2019 to use the available 2019 - 2020 approved state budget figures, instead of the 2017-2018 state budget figures.

<table>
<thead>
<tr>
<th>Town</th>
<th>Increase</th>
<th>Percentage</th>
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</thead>
<tbody>
<tr>
<td>Acworth</td>
<td>$199,696</td>
<td>13.32%</td>
</tr>
<tr>
<td>Alistad</td>
<td>$431,415</td>
<td>17.20%</td>
</tr>
<tr>
<td>Langdon</td>
<td>$122,095</td>
<td>13.07%</td>
</tr>
<tr>
<td>Walpole</td>
<td>$824,934</td>
<td>13.12%</td>
</tr>
</tbody>
</table>

Also note that these projected costs are based on the current Articles of Agreement remaining in place.
To: Jill Perlow, Assistant Attorney General  
From: Michael Herrington, School Board Chairperson  
Date: October 28, 2019  
Re: Fall Mountain Withdrawal Committee Legal Questions

During a withdrawal committee meeting held on October 2, 2019, a member of the committee asked for clarity regarding the school district’s bylaw stating that adopting a change to the Articles of Agreement requires a 2/3 vote of the five towns, but that RSA 195:29 requires a 50% vote.

District Attorney Gordon Graham was in attendance and stated that he was unable to answer the questions as the law does not specifically address these issues and that there is not case law on this matter. Attorney Graham encouraged the board contact the Attorney General’s Office.

The Fall Mountain Regional School District School Board is requesting a legal opinion and clarification on three points of law concerning this matter. The questions are as follows:

Withdrawal Vote
In 1964, the State Board of Education authorized the Acworth, Alstead, Charlestown, Langdon and Walpole School Districts to organize the Fall Mountain Regional School District pursuant to the provisions of [Chapter 199 of the Law of New Hampshire of 1947]. At a special meeting held on February 11, 1964, the five districts voted to establish the Fall Mountain Regional School District with an effective date of operating responsibility of July 1, 1966. Article 9 of the original Article of Agreement (see copy enclosed) reads: “These Article of Agreement may be amended by a two-thirds vote of the Fall Mountain Regional School District, except that no amendment shall be effective, unless the question of adopting such amendment is submitted at a cooperative school district meeting to the voters of the district voting by ballot with the use of the check list after reasonable opportunity for debate in open meeting, and unless two-thirds of the voters of the district who are present and voting shall vote in favor of adopting such amendment.”

Michael Herrington, Board Chairperson (At-Large)
Mary Henry, Board Vice Chairperson (Langdon)  
Rebecca Sethi, Board Secretary (At-Large)  
William Stahl, Board Member (Walpole)

Scott Bushway, Board Treasurer (Charlestown)  
Sarah Vogel, Board Member (Acworth)  
Joe Levesque, Board Member (Alstead)
RSA 195:29 Withdrawal from Cooperative School District first became law in 1977, thirteen years after the formation of the Fall Mountain Regional School District. RSA 195:29 refers to the vote on withdrawal and states that: "If a majority of the voters present and voting in the withdrawing preexisting district shall vote in the affirmative, and a majority of the voters present and voting in the entire cooperative district shall vote in the affirmative, the clerk of the cooperative school district shall forthwith send to the state board of education a certified copy of the warrant, certificate of posting, evidence of publication, and minutes of the meeting."

Since the formation of the Fall Mountain Regional School District, there has never been a proposal to change the two-thirds majority requirement of the Article of Agreement, as their intent has always been to protect the interests of the smaller member towns. In 1987 the composition of the school board was changed by a two-thirds majority vote. The funding formula included in the Article of Agreement were modified in 2002 and 2007 by a two-third majority. No other modifications have been approved.

Based on the above information, and without the benefit of case law on this subject, we are asking for written direction from the State of New Hampshire Attorney General’s Office and the New Hampshire State Board of Education as to whether a two-third majority vote or a simple majority vote would be required for the proposed withdrawal plan vote.

**Composition of School Board**

RSA 195:26 II requires that a withdrawal plan list the number, composition, method of selection and terms of office of the board for both the withdrawing district and the remaining cooperative school board. The question on this is the same as above. The makeup of the FMRSD school board was changed on March 7, 1987, by a two-thirds majority, to its current configuration. (See article 2 of enclosed Article of Agreement revised March 13, 2007). Article 9 of the FMRSD Article of Agreement require a two-thirds majority to change the composition of the cooperative board while RSA 195:29 requires a majority vote.

Based on the above information, and without the benefit of case law on this subject, we are asking for written direction from the State of New Hampshire Attorney General’s Office and the New Hampshire State Board of Education as to whether a two-third majority vote or a simple majority vote would be required for the proposed withdrawal plan which

---

Michael Herrington, Board Chairperson (At-Large)

Mary Henry, Board Vice Chairperson (Langdon)

Rebecca Sethi, Board Secretary (At-Large)

William Stahl, Board Member (Walpole)

Scott Bushway, Board Treasurer (Charlestown)

Sarah Vogel, Board Member (Acworth)

Joe Levesque, Board Member (Alstead)
changes the number and composition of the current Fall Mountain Regional School District School Board.

**Amendment of Apportionment**

RSA 195:26 III requires that a withdrawal plan include a method of apportioning the operating and capital expenses among the members of the cooperative school district if a change is to be proposed in conjunction with the withdrawal procedure. Sections 5 & 6 of the Fall Mountain Regional School District Article of Agreement (See Article of Agreement sections 5 & 6 I, II, III and Methods 1 - 6 of the enclosed Article of Agreement revised March 13, 2007). Methods 1 and 2 have fixed percentages for distribution of these expenses and will require that the Article of Agreement be changed. Methods 3, 4, 5, 6 and the high school apportionment are based on mathematical formulas and can be adapted without an amendment to the Article of Agreement. Article 9 of the FMRSD Article of Agreement requires a two-thirds majority to change the apportionment of operating expenses while RSA 195:29 requires a simple majority vote.

Based on the above information, and without the benefit of case law on this subject, we are asking for written direction from the State of New Hampshire Attorney General’s Office and the New Hampshire State Board of Education as to whether a two-third majority vote or a simple majority vote would be required for the proposed withdrawal plan which changes the method of apportionment for the remaining towns of the Fall Mountain Regional School District.

Thank you in advance for your assistance, it is greatly appreciated.

Cc: Drew Cline, Chairperson, NH State Board of Education
    Angela Adams, Executive Assistant to the NH Commissioner of Education

Michael Herrington, Board Chairperson (At-Large)

Mary Henry, Board Vice Chairperson (Langdon) Scott Bushway, Board Treasurer (Charlestown)
Rebecca Sethi, Board Secretary (At-Large) Sarah Vogel, Board Member (Aconworth)
William Stahl, Board Member (Walpole) Joe Levesque, Board Member (Alstead)
ARTICLES OF AGREEMENT BETWEEN THE TOWNS
OF ACWORTH, ALSTEAD, CHARLBSTOWN, LANGDON AND WALPOLE

This agreement is entered into pursuant to Chapter 195 of the New Hampshire Revised Statutes Annotated, as amended, by and between the towns of Acworth, Alstead, Charlestown, Langdon and Walpole.

1. The School Districts of Acworth, Alstead, Charlestown, Langdon and Walpole shall be combined to form a cooperative district which shall be named the Fall Mountain Regional School District.

2. There shall be eleven members of the cooperative board of the Fall Mountain Regional School District. The voters of each pre-existing district shall be entitled to elect a resident or residents of their at a member or members of the board at the organization meeting, and thereafter to elect his or her successors, by voting separately and using a distinctive ballot at the organization meeting and at later annual cooperative school district meetings. The members of the cooperative school board who are elected and qualified at the organization meeting shall hold office until their respective successors have been elected at the annual meeting of the cooperative school district held in the years indicated below:

<table>
<thead>
<tr>
<th>Town</th>
<th>1965</th>
<th>1966</th>
<th>1967</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acworth</td>
<td>1 member</td>
<td></td>
<td>1967</td>
</tr>
<tr>
<td>Alstead</td>
<td>1 member</td>
<td></td>
<td>1965</td>
</tr>
<tr>
<td>Charlestown</td>
<td>1 member</td>
<td></td>
<td>1966</td>
</tr>
<tr>
<td>Langdon</td>
<td>1 member</td>
<td></td>
<td>1965</td>
</tr>
<tr>
<td>Walpole</td>
<td>1 member</td>
<td></td>
<td>1966</td>
</tr>
</tbody>
</table>

All members of the Regional School Board shall be elected for three year terms except those members elected following the organizational meeting who shall serve for terms as indicated in the schedule above. The members of the cooperative school board that are elected at an annual meeting shall take the oath of office immediately after the close of such meeting. All members of the cooperative school board shall be elected by the use of the non-partisan ballot system under RSA 59.

3. The Fall Mountain Regional School District shall be responsible for grades K through 12. Elementary grades 1 through 6 shall be maintained in Acworth and Langdon. Elementary grades 1 through 8 shall be maintained in Alstead, Charlestown, Walpole and North Walpole. Kindergarten centers will be made available as determined by the Fall Mountain Regional School Board.

4. The Fall Mountain Regional School District shall acquire all the property of the several pre-existing districts, and such property shall be conveyed to the Fall Mountain Regional School District in accordance with RSA 195:9, in order that after appraisal by the State Tax Commission an equity shall be established for each of the pre-existing school districts. The Fall Mountain
Regional School Board shall be empowered to lease such buildings within the district, as they deem necessary and in the best interest of the district.

5. The operating expenses of the Fall Mountain Regional School District payable in each fiscal year shall be apportioned on the basis of the average daily membership of pupils in each district of the cooperative school district as determined by the average of the last three years most currently available as determined by the State Department of Education. The schedule of payments of the respective shares of the pre-existing districts shall be established from time to time by the cooperative school board and the selectmen of the several towns. In the event that any such payments may be required before the average daily membership formula as stated above has been determined by the State Department of Education, such payments may be made on the basis of such membership formula as then most recently determined and such payments shall be subject to later adjustment.

6. The capital expenses of the Fall Mountain Regional School District, payable in each fiscal year, shall be apportioned on the following basis: one half thereof on the average daily membership of pupils residing in each preexisting district of the cooperative school district as determined by the average of the last three years most currently available as determined by the State Department of Education and one half thereof on equalized valuation as determined by the State Tax Commission. The schedule of payments of the respective shares of the pre-existing districts shall be established from time to time by the cooperative school board and the selectmen of the several towns.

7. The Fall Mountain Regional School District shall assume all the indebtedness of the pre-existing districts which is outstanding on the date of operating responsibility.

8. The state foundation aid to which each pre-existing district would be entitled if it were not part of the cooperative school district, shall be credited to such pre-existing district. The state building aid which may be available to the Fall Mountain Regional School District shall be credited to such district as a whole. Any other school aid which may be available shall be credited pursuant to a vote of the cooperative school board, unless otherwise provided by law. All trust funds held by the pre-existing districts shall be subject to the provisions of RSA 195:11.

9. These articles of agreement may be amended by a two-thirds vote of the Fall Mountain Regional School District, except that no amendment shall be effective, unless the question of adopting such amendment is submitted at a cooperative school district meeting to the voters of the district voting by ballot with the use of the check list after reasonable opportunity for debate in open meeting, and unless two-thirds of the voters of the district who are present and voting shall vote in favor of adopting such amendment. Furthermore, no amendment to these articles shall be considered except at an annual meeting of the cooperative school district and unless the text of such amendment is included in an appropriate article in the warrant for such meeting. It shall be the duty of the cooperative school board to hold a public hearing concerning the adoption of any amendment to these articles of agreement at least ten days before such annual meeting and to cause notice of such hearing and the of the proposed amendment to be published in a newspaper having a general circulation in the district at least fourteen days before such hearing. Until the date of operating responsibility is assumed, the Regional School Board is empowered to call a special district meeting for the purpose of amending the articles of agreement. After the date of operating responsibility is assumed, no amendment to these articles shall be considered except at an annual meeting of the cooperative school district and unless the text of such amendment is included in an appropriate article the warrant for such meeting.
10. The date of operating responsibility of the Fall Mountain Regional School District shall be July 1, 1966, as provided in RSA 195:5. It is proposed that the new construction mentioned in article 16 shall be completed by September 1, 1966.

11. The Fall Mountain Regional School District shall provide transportation for all children grades 1 through 12, residing within the district and attending district schools, consistent with the provisions of RSA 195:8. The school board of the district is empowered to make modifications of this section in so far as kindergarten transportation is concerned.

12. School buildings owned by the district may be used for town meeting purposes upon terms which are mutually agreeable to the cooperative school board and the selectmen of the particular town wishing to use district school buildings for such purposes.

13. The Fall Mountain Regional School District will dispose of the Holden and Stucco elementary school buildings in Charlestown upon the completion of adequate new elementary facilities in Charlestown. The money received from the disposal of these two buildings will be credited to the Fall Mountain Regional School District.

14. Grades eleven and twelve pupils from North Walpole, as of September 1966, enrolled in Bellows Falls High School, who wish to continue in Bellows Falls High School, will be permitted to do so. The Fall Mountain Regional School District shall pay the tuition charged by Bellows Falls High School for those students enrolled under the provisions of this article.

15. The school buses owned by the pre-existing districts shall be purchased by the Fall Mountain Regional School District and the appraised value, as determined by the Regional School Board, of these buses shall be added to the equity of the selling pre-existing district.

16. The Fall Mountain Regional School District shall construct and equip an elementary facility in Charlestown. The Fall Mountain Regional School District shall also construct and equip a grade 9 through 12 high school in the general location of Langdon.

17. The Fall Mountain Regional School Board shall name a consulting committee of five from Charlestown to aid in the selection of a site for the additional elementary facilities in Charlestown. The Fall Mountain Regional School Board shall also name a consulting committee of five from North Charlestown to aid in determining the question of closing the Farwell School.

IN WITNESS WHEREOF, this agreement has been executed as of the eleventh day of February, 1964.

COOPERATIVE SCHOOL DISTRICT
PLANNING BOARD

For the School District of Acworth:
  Gordon H. Cowen
  Kenneth D. Grant, Jr.
  Frederick M. Dodson, Chairman Public Relations

For the School District of Alstead:
  Paul F. Marx, Chairman Building Committee
  Kenneth W. Potter, Chairman Transportation
  Wesley E. Nies

For the School District of Charlestown:
  Howard R. Mortenson, Chairman
Barbara B. Reese, Chairman Curriculum
Dana E. Olden, Chairman Finance

For the School District of Langdon:
  Ira H. Huntley
  Daniel F. Allen
  Walter H. Smith, Jr.

For the School District of Walpole:
  Paul S. Cray
  Charles Welch
  Everett E. Houghton
ARTICLES OF AGREEMENT BETWEEN THE TOWNS
OF
ACWORTH, ALSTEAD, CHARLESTOWN, LANGLEY AND WALPOLE

This agreement is entered into pursuant to Chapter 195 of the New Hampshire Revised Statutes Annotated, as amended, by and between the towns of Acworth, Alstead, Charlestown, Langdon and Walpole.

1. The School Districts of Acworth, Alstead, Charlestown, Langdon and Walpole shall be combined to form a cooperative district which shall be named the Fall Mountain Regional School District.

2. (As amended on March 7, 1987 – see appendix for original language.) The Fall Mountain Regional School District School Board shall consist of seven 7 members:

One (1) member domiciled in Acworth
One (1) member domiciled in Alstead
One (1) member domiciled in Charlestown
One (1) member domiciled in Langdon
One (1) member domiciled in Walpole
Two (2) members domiciled in any of the five towns

Each school board member shall be voted on "at large", voting to be at town meetings in accordance with RSA 671: 22 11, with eligible voters of the school district voting on all candidates. Said members to be elected for one year, two years, and three years, which initial terms of office will expire at the annual school district meeting held in the years indicated below. Initial election will be at the 1988 town meeting.

The Fall Mountain Regional School District School Board shall consist of seven (7) members:

<table>
<thead>
<tr>
<th>Town</th>
<th>Term Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>At large</td>
<td>1989</td>
</tr>
<tr>
<td>Acworth</td>
<td>1989</td>
</tr>
<tr>
<td>Alstead</td>
<td>1989</td>
</tr>
<tr>
<td>Charlestown</td>
<td>1990</td>
</tr>
<tr>
<td>Langdon</td>
<td>1990</td>
</tr>
<tr>
<td>Walpole</td>
<td>1991</td>
</tr>
<tr>
<td>At large</td>
<td>1991</td>
</tr>
</tbody>
</table>

3. (As amended on March 6, 1976 – see appendix for original language.) The Fall Mountain Regional School District shall be responsible for grades K through 12. Elementary schools will be maintained in Acworth, Alstead, Charlestown, Langdon, North Charlestown, North Walpole and Walpole; that before future action in transferring, another grade from one town to another be taken, meetings be held by the School Board in the town concerned with the transfer.

4. The Fall Mountain Regional School District shall acquire all the Property of the several pre-existing districts and such property shall be conveyed to the Fall Mountain Regional School District in accordance with RSA 195:9, in order that after appraisal by the State Tax Commission an equity shall be established for each of the pre-existing school districts. The Fall Mountain Regional School Board shall be empowered to lease such buildings within the district as they deem necessary and in the best interest of the district.

5 & 6. (As amended on March 12, 2002 – see appendix for original language.) Beginning with fiscal year 2003 - 2004, the expenses of the district shall be apportioned among the pre-existing school districts of Acworth, Alstead, Charlestown, Langdon and Walpole, hereafter in this article referred to as "towns", using the following method:
I. Early Learning Center and Grade K-8 Expenses:
All operating expenses of the Fall Mountain Regional School District for the Early Learning Center and grades K-8 shall be apportioned annually based on the district’s MS-22 form and supporting budget documentation submitted to the State Department of Education. The supporting budget documentation shall be developed based on the following method:

A. Direct Costs
All expenses directly attributable to the towns of the Fall Mountain Regional School District shall be budgeted accordingly.

B. Shared Costs (including high school costs to be apportioned in II below)
The following expenses will be apportioned using the following methods:

Method 1
3/9 High School, 4/81 Acworth, 19/81 Alstead, 2/9 Charlestown, 4/81 Langdon and
2/9 Walpole

Expenses to be apportioned by this method:
Summer Teacher Days
Information Technology Secretary
Central Office Custodian
Assistant Superintendent
Curriculum Coordinator
All Function 2320 Expenses
All Function 2510 Expenses
Facilities Director
Summer Lawn Care
Custodial Manager
Inter-Office Courier
Security Guard
All Home Tutors
Summer Curriculum Salaries
District Clerk, Treasurer and Moderator
2310-115 - Employee Awards
Staff Development Chair
Core Curriculum Coordinators
VASL Coordinator
Information Technology Services Postage, Travel and Supplies
Special Olympics
Employee Physicals
2210-322 - Workshops
2210-580 - Travel
2210-610 - Supplies
2210-892 - Idea Awards
2310-330 - Legal
2310-331 - Auditors
2310-520 - School Board Liability Insurance
2310-540 - Advertising
2310-580 - Travel
2310-580 - Supplies
2310-810 - Dues
Central Office Water and Sewer Rent
2600-420 - Cleaning Services
Central Office & RSD Building Refuse Removal
Central Office Snow Plowing
Central Office, RSD Building and Substitute Coordinator Phone Expenses
2600-540 - Advertising
Central Office Custodial Supplies and Electric Expenses
2600-730 - Equipment (Only District-wide items, i.e. a maintenance truck)

Method 2
1/9 Acworth, 1/9 Alstead, 1/3 Charlestown, 1/9 Langdon and 1/3 Walpole

Expenses to be apportioned by this method:
Junior High "B" Team Soccer Coach
All District-wide Junior High Sports Teams
Student Services Coordinator
Elementary Guidance Coordinator
Itinerant Teacher Equipment
Information Technology Services Texts, Equipment and Telephone Expense

Method 3
Building Replacement Cost
Currently 32.85% High School, 1.91% Acworth, 19.99% Alstead, 22.74% Charlestown,
0.81% Langdon and 21.70% Walpole - Subject to adjustment for new construction and
future insurance company appraisals.

Expenses to be apportioned by this method:
Maintenance Staff Salaries including Secretary
2600-430 - Repairs and Maintenance
2600-520 - Property Insurance
2600-610 - Maintenance Supplies
2600-626 - Maintenance Gasoline

Method 4
Bus Fleet Distribution
Currently 40.0% High School, 7.0% Acworth, 7.0% Alstead, 25.0% Charlestown, 3.5%
Langdon and 17.50% Walpole - Subject to adjustment for changes in distribution.

Expenses to be apportioned by this method:
Transportation Manager, Secretary and Dispatcher
Bus Driver Substitutes and Overtime
Bus Driver Physicals
2600-893 - Langdon Property Taxes
2700-430 - Transportation Repairs
Lease and Insurance Costs for Summer Bus Runs
2700-445 - Excess Bus Mileage Charges
Transportation Advertising, Travel, Supplies, Equipment and Dues
(2700-540, 580, 610, 730 & 810)

Method 5
Computer % Distribution
Currently 29.52% High School, 2.36% Acworth, 11.42% Alstead, 29.53% Charlestown,
0.79% Langdon and 26.38% Walpole

Expenses to be apportioned by this method:
Computer Technicians
Technology Director
ITS Computer Repairs and Maintenance
Method 6
Average Daily Membership* -1/3 charged to High School, balance by ADM
(Currently 7.3733% Acworth, 16.8104% Alstead, 42.4996% Charlestown, 4.7510% Langdon and 28.5657% Walpole)

Expenses to be apportioned by this method:
- JH Summer School
- All VASE Expenses not covered above
- Early Learning Center Expenses
- Special Education Secretaries
- District Skills Centers
- Out-of-District Special Education Placements
- District-wide Special Education Specialists
- Childfind Coordinator
- Special Education Summer Program
- Other District-wide Special Education Expenses (i.e. Supplies)
- Consulting Special Education Teacher
- Special Education Office Manager
- Home School Coordinator
- Itinerant Teacher Supplies
- District-wide Curriculum Updates/Itinerant Teacher Texts
- School Board Printing
- Unemployment Claims
- General Liability Insurance
- Transportation Travel and Gasoline Expenses
- Tuition Assistance
- Staff Development, In-service Education and Certification Renewals
- Staff Relations
- District-wide Special Education Expenses
- Sabbatical Leave

* Based on the most currently available Average Daily Membership of pupils residing in each town of the Fall Mountain Regional School District as determined by the New Hampshire Department of Education.

II. High School:

All direct and shared expenses of the Fall Mountain Regional High School (shared expenses are identified in paragraph I. B. above) shall be apportioned annually on the basis of the most currently available Average Daily Membership of pupils residing in each town of the Fall Mountain Regional School District as determined by the New Hampshire State Department of Education.

III. Inter-Town Transfers:

Towns that have grade K-8 students enrolled in another town in the Fall Mountain Regional School District will be charged by the receiving town a per student rate equal to the direct costs incurred under paragraph I, divided by the number of students enrolled in the receiving town on October 1. Any sending town that provides transportation for their students to attend a school outside of their town shall not be charged the transportation portion of the aforementioned per student rate.
IV. Capital Costs

All capital expenses of the Fall Mountain Regional School District for grades K-8 shall be apportioned to the town in which the capital costs are incurred. For purposes of this section, capital shall be defined as the acquisition of land, the construction of new schools or additional square footage added to existing schools.

V. Building Aid

All building aid shall be apportioned using the same formula in effect when the expenditure was/is approved.

VI. Fiscal Year 2002 - 2003 Only

All Early Learning Center and grades K - 8 expenses shall be apportioned as follows:

- Aconth 7.23%
- Alstead 18.48%
- Charlestown 39.78%
- Langdon 5.61%
- Walpole 28.90%

All High School expenses shall be apportioned on the basis of the most currently available Average Daily Membership of pupils residing in each town of the Fall Mountain Regional School District as determined by the New Hampshire State Department of Education.

All capital expenses shall be apportioned as per paragraph IV, above, except for two principal and interest payments to be made in August 2002 and August 2003 to retire the debt authorized under Article 1 of the 2001 school warrant. These two payments will be apportioned using the 50% Average Daily Membership / 50% Equalized Valuation formula that was in effect when this expenditure was approved.

All Building Aid shall be apportioned per article V, above.

VII. General Fund Year-end Surplus

Any general fund year-end surplus will be used to reduce the total amount to be raised by local property taxes in the following school year.

VIII. Certification

The Business Administrator shall prepare, and the Superintendent and School Board shall certify, to the State of New Hampshire Department of Education that the proposed budget for each ensuing fiscal year has been apportioned in compliance with the methods agreed to in these Unified Articles 5 & 6.

IX. Annual Review Process

Annually, the School Board in conjunction with the School Administration will:
1. Review all line items to determine if they will need to be deleted or moved into another method.
2. Add any new line items to the budget and assign as appropriate.
3. Adjust apportionment percentages as appropriate in methods 3 through 6.
7. The Fall Mountain Regional School District shall assume all the indebtedness of the pre-existing districts which is outstanding on the date of operating responsibility.

8. The state foundation aid to which each pre-existing district would be entitled, if it were not part of the cooperative school district, shall be credited to such pre-existing district. The state building aid which may be available to the Fall Mountain Regional School District shall be credited to such district as a whole. Any other school aid which may be available shall be credited pursuant to a vote of the cooperative school board, unless otherwise provided by law. All trust funds held by the pre-existing districts shall be subject to the provisions of RSA 195:11.

9. These articles of agreement may be amended by a two-thirds vote of the Fall Mountain Regional School District, except that no amendment shall be effective, unless the question of adopting such amendment is submitted at a cooperative school district meeting to the voters of the district voting by ballot with the use of the check list after reasonable opportunity for debate in open meeting and unless two-thirds of the voters of the district who are present and voting shall vote in favor of adopting such amendment. Furthermore, no amendment to these articles shall be considered except at an annual meeting of the cooperative school district and unless the text of such amendment is included in an appropriate article in the warrant for such meeting. It shall be the duty of the cooperative school board to hold a public hearing concerning the adoption of any amendment to these articles of agreement at least ten days before such annual meeting and to cause notice of such hearing and the text of the proposed amendment to be published in a newspaper having a general circulation in the district at least fourteen days before such hearing. Until the date of operating responsibility is assumed, the Regional School Board is empowered to call a special district meeting for the purpose of amending the articles of agreement. After the date of operating responsibility is assumed, no amendment to these articles shall be considered except at an annual meeting of the cooperative school district and unless the text of such amendment is included in an appropriate article in the warrant for such meeting.

10. The date of operating responsibility of the Fall Mountain Regional School District shall be July 1, 1966, as provided in RSA 195:5. It is proposed that the new construction mentioned in article 16 shall be completed by September 1, 1966.

11. The Fall Mountain Regional School District shall provide transportation for all children grades 1 through 12, residing within the district and attending district schools, consistent with the provisions of RSA 189:8. The school board of the district is empowered to make modifications of this section in so far as kindergarten transportation is concerned.

12. School buildings owned by the district may be used for town meeting purposes upon terms which are mutually agreeable to the cooperative school board and the selectmen of the particular town wishing to use district school buildings for such purposes.

13. The Fall Mountain Regional School District will dispose of the Holden and Stucco elementary school buildings in Charlestown upon the completion of adequate new elementary facilities in Charlestown. The money received from the disposal of these two buildings will be credited to the Fall Mountain Regional School District.

14. Grades eleven and twelve pupils from North Walpole, as of September 1966, enrolled in Bellows Falls High School, who wish to continue in Bellows Falls High School will be permitted to do so. The Fall Mountain Regional School District shall pay the tuition charged by Bellows Falls High School for those students enrolled under the provisions of this article.

15. The school buses owned by the pre-existing districts shall be purchased by the Fall Mountain Regional School District and the appraised value, as determined by the Regional School Board, of these buses shall be added to the equity of the selling pre-existing district.
16. The Fall Mountain Regional School District shall construct and equip an elementary facility in Charlestown. The Fall Mountain Regional School District shall also construct and equip a grade 9 through 12 high school in the general location of Langdon.

17. The Fall Mountain Regional School Board shall name a consulting committee of five from Charlestown to aid in the selection of a site for the additional elementary facilities in Charlestown. The Fall Mountain Regional School Board shall also name a consulting committee of five from North Charlestown to aid in determining the question of closing the Farwell School.

18. (As amended on March 13, 2007 – see appendix for original language.) The District agrees that a future warrant article proposing any of the following:

- acquisition of land
- construction of a new school
- square footage additions to existing schools
- major renovations or repairs (as determined by the school board)
- appropriations to or withdrawals from any elementary capital reserve fund established in 2006,

the cost of such expenditure to be apportioned exclusively to one town/pre-existing district, shall be passed or defeated on the basis of votes tallied only in the identified town/pre-existing district. Any vote taken under such an article shall be considered a vote of the district and any expense approved under such an article shall be considered an appropriation of the district in accordance with RSA 195:14 (Supp.). This article shall become null and void if the District subsequently changes the manner in which it apportions capital expenses.

IN WITNESS WHEREOF, this agreement has been executed as of the eleventh day of February, 1964.

COOPERATIVE SCHOOL DISTRICT
PLANNING BOARD

For the School District of Acworth:
Gordon H. Gowen
Kenneth D. Grant, Jr.
Frederick H. Dodson. Chairman Public Relations

For the School District of Alstead:
Paul F. Marx. Chairman Building Committee
Kenneth W. Potter. Chairman Transportation
Wesley E. Nies

For the School District of Charlestown:
Howard R. Mortenson, Chairman
Barbara B. Reese, Chairman Curriculum
Dana E. Olden. Chairman Finance

For the School District of Langdon:
Ira H. Huntley
Daniel P. Allen
Walter H. Smith, Jr.

For the School District of Walpole:
Paul S. Gray
Charles Welch
Everett B. Houghton
APPENDIX

ORIGINAL LANGUAGE OF AMENDED ARTICLES

Amended March 7, 1987
2. There shall be eleven members of the cooperative board of the Fall Mountain Regional School District. The voters of each pre-existing district, shall be entitled to elect a resident or residents of their district as a member or members of the board at the organization meeting, and thereafter to elect his or her successors, by voting separately and using a distinctive ballot at the organization meeting and at later annual cooperative school district meetings. The members of the cooperative school board who are elected and qualified at the organization meeting shall hold office until their respective successors have been elected at the annual meeting of the cooperative school district held in the years indicated below:

<table>
<thead>
<tr>
<th>Town</th>
<th>Members</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acworth</td>
<td>1</td>
<td>1967</td>
</tr>
<tr>
<td>Alstead</td>
<td>1</td>
<td>1965</td>
</tr>
<tr>
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<td>1</td>
<td>1966</td>
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<tr>
<td>Charlestown</td>
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<tr>
<td></td>
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<td>1966</td>
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<tr>
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<td>1</td>
<td>1967</td>
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<tr>
<td>Langdon</td>
<td>1</td>
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<td>Walpole</td>
<td>2</td>
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<td>1966</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>1967</td>
</tr>
</tbody>
</table>

All members of the Regional School Board shall be elected for three year terms except those members elected following the organizational meeting who shall serve for terms as indicated in the schedule above. The members of the cooperative school board that are elected at an annual meeting shall take the oath of office immediately after the close of such meeting. All members of the cooperative school board shall be elected by the use of non-partisan ballot system under RSA 59.

Amended March 6, 1976
3. The Fall Mountain Regional School District shall be responsible for grades K through 12. Elementary grades 1 through 6 shall be maintained in Acworth and Langdon. Elementary grades 1 through 8 shall be maintained in Alstead, Charlestown, Walpole and North Walpole. Kindergarten centers will be made available as determined by the Fall Mountain Regional School Board.

Amended March 12, 2002
5. The operating expenses of the Fall Mountain Regional School District payable in each fiscal year shall be apportioned on the basis of the average daily membership of pupils residing in each pre-existing district of the cooperative school district as determined by the average of the last three years most currently available as determined by the State Department of Education. The schedule of payments of the respective shares of the pre-existing districts shall be established from time to time by the cooperative school board and the selectmen of the several towns. In the event that any such payments may be required before the average daily membership formula as stated above has been determined by the State Department of Education, such payments may be made on the basis of such membership formula as then most recently determined and such payments shall be subject to later adjustment.
Amended March 12, 2002
6. The capital expenses of the Fall Mountain Regional School District, payable in each fiscal year, shall be apportioned on the following basis: one half thereof on the average daily membership of pupils residing in each pre-existing district of the cooperative school district as determined by the average of the last three years most currently available as determined by the State Department of Education, and one half thereof on equalized valuation as determined by the State Tax Commission. The schedule of payments of the respective shares of the pre-existing districts shall be established from time to time by the cooperative school board and the selectmen of the several towns.

Amended March 13, 2007
18. (New article adopted on March 8, 2005.) The District agrees that a warrant article proposing a capital expenditure as defined in the Articles of Agreement, the cost of such expenditure to be apportioned exclusively to one town/pre-existing district, shall be passed or defeated on the basis of votes tallied only in the identified town/pre-existing district. In accordance with RSA 193:14, any vote taken under such an article shall be considered a vote of the district and any expense approved under such an article shall be considered an appropriation of the district. This article shall become null and void if the District subsequently changes the manner in which it apportions capital expenses.
MINORITY REPORT

To: NH State Board of Education  
From: Fall Mountain Regional Withdrawal Study-Minority Committee  
Re: School Withdrawal Plan - Minority Report  
Date: November 1, 2019

1. At its meeting on October 2, 2019, a quorum being present, the Withdrawal Study Committee determined by a vote of 7 YES and 3 NO, with 0 Abstentions, to develop a financial and education plan for the withdrawal of Charlestown from the Fall Mountain Regional School District. This plan is to be considered at a future meeting of the committee for a vote on whether to present it to the NH State Board of Education for consideration. Several of the committee members voted yes on the development of the plan as they felt pressure from Charlestown to “allow the voters to decide the outcome of this matter and not the elected officials on this committee.”

2. As we do not believe withdrawal is in the best interest of any of our five member towns, the members that did not support developing this plan hereby respectfully submit a minority report for your consideration.

Respectfully submitted,

Francis C. Emig, Jr  
Acworth Select Board Member

Sarah Vogel  
Acworth School Board Representative

Mary Henry  
Langdon School Board Representative

William K. Stahl  
Walpole School Board Representative
MINORITY REPORT

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Respectfully submitted,

Francis C. Emig, Jr. Date 10/31/19
Acworth Select Board Member

Sarah Vogel Date 11/1/19
Acworth School Board Representative

Mary Henry Date 10/31/19
Langdon School Board Representative

William K. Stich Date 10/31/19
Walpole School Board Representative
Background
The New Hampshire State Board of Education authorized the Acworth, Alstead, Charlestown, Langdon and Walpole School Districts to organize the Fall Mountain Regional School District (FMRSD) pursuant to the provisions of Chapter 199 of the Law of New Hampshire of 1947. At a special meeting held on February 11, 1964, the five districts voted to establish FMRSD with an effective date of operating responsibility of July 1, 1966.

In an effort to protect the interests of the three smaller communities that are part of the cooperative, the Articles of Agreement created a requirement wherein a ⅔ majority was needed to make changes to these articles. This protected all communities by insuring that one larger member town could not solely control the outcome of a vote. This clause has served the cooperative well, as it has preserved the integrity of the district both educationally and financially from numerous protestations.

The Town of Charlestown has a tax rate issue. More importantly, the Town of Charlestown has a tax base issue. In 2016, out of 1,510 single-family units, detached or unattached, the Town of Charlestown had 572 mobile homes, equaling 37.9% of their total single-family units. This is important as the property taxes raised on a mobile home typically do not cover the cost of services received by that residence. Further, with an underdeveloped commercial/industrial tax base, the Town of Charlestown lacks the commercial property needed to effectively offset this shortfall.

In the 2018-2019 school year 44.38% of the students attending FMRSD lived in Charlestown. In the same fiscal year, the Town of Charlestown was apportioned only 40% of the total FMRSD budget. After State of New Hampshire equitable education aid and the apportionment of district non-tax revenues, Charlestown raised from local taxes 38.6% of the total FMRSD local assessment. In comparison, for the same year, 28.53% of the students attending FMRSD lived in the town of Walpole, and after all other considerations, Walpole raised from local taxes 34.00% of the total FMRSD local assessment.

The proposed Charlestown School District (CSD) would likely face severe fiscal and educational challenges impacting the quality of education their students are used to as members of FMRSD. The potential increased tax burden alone looks to present an onerous tax burden on the taxpayers of the community who are already struggling from their current tax burden.

Without Charlestown, FMRSD would likely suffer significant setbacks educationally. It is questionable if FMRSD would be able to support our Career and Technical Education (CTE) program at Fall Mountain Regional High School (FMRHS). The loss of this program would be devastating to our community, as well as to the greater Cheshire Career Center community: Students from Keene, Lempster, Goshen, Unity and Claremont school districts also participate in CTE programs at FMRSD. This could potentially result in a loss of up to $475,000 annually in tuition revenue to the remaining FMRSD member towns.
MINORITY REPORT

District Overviews
Fall Mountain Regional School District (FMRSD) is a cooperative school district comprised of five towns: Acworth, Alstead, Charlestown, Langdon and Walpole.

● The enrollment for FMRSD was 1514 from Pre-K through grade 12 as reported in October 2019. This ranked FMRSD as the 32nd largest school district in NH.

● Enrollment, after years of decline, is now stable with very minor growth trends at the elementary level

● FMRSD is the 9th in the State for preschool enrollments of 87 for the 2018-2019 school year.

● According to data provided by SAU 60, FMRSD employs approximately 456 full and part-time staff.

```
<table>
<thead>
<tr>
<th>2019 FMRSD Enrollment Data</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preschool</td>
<td>91</td>
</tr>
<tr>
<td>Kindergarten</td>
<td>101</td>
</tr>
<tr>
<td>Elementary</td>
<td>501</td>
</tr>
<tr>
<td>Middle</td>
<td>356</td>
</tr>
<tr>
<td>High</td>
<td>465</td>
</tr>
</tbody>
</table>
```

District Fall Enrollment Data as of October 1, 2019: https://www.education.nh.gov/data/attendance.htm

Charlestown School District (CSD) would be a single town school district with two elementary schools and one middle school.

● The enrollment for Charlestown schools is currently 463 students in grades Pre-K through 8 as reported in October 2019.

● Enrollment has remained relatively stable for the past five years, after a number of years of decline. The enrollment in our elementary grades has shown a slight increase over the past five years, indicating continued stability of our overall enrollment trends.

● Charlestown students represent approximately 41% of the high school population.
2019 Charlestown Enrollment Data

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preschool</td>
<td>31</td>
</tr>
<tr>
<td>Kindergarten</td>
<td>36</td>
</tr>
<tr>
<td>Elementary</td>
<td>236</td>
</tr>
<tr>
<td>Middle</td>
<td>160</td>
</tr>
</tbody>
</table>

District Fall Enrollment Data as of October 1, 2019: https://www.education.nh.gov/data/attendance.htm

Differences between the current Single District SAU60 and CSD as part of a Multi-District SAU

The Committee believes the following differences between a multi vs. CSD single-district demonstrate the disadvantages of moving Charlestown to a single-district CSD:

<table>
<thead>
<tr>
<th>Current SAU 60</th>
<th>Withdrawal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single District Governance Board</td>
<td>Three boards: (Two Local/One SAU)</td>
</tr>
<tr>
<td>➢ One seven-member board meets regularly, representing 5 member towns, typically</td>
<td>➢ FMRSD Board; Charlestown School</td>
</tr>
<tr>
<td>meeting twice per month, typically 22 meetings per year</td>
<td>Board; SAU 60 Board made up of members of both boards</td>
</tr>
<tr>
<td>➢ Board members attend meetings of both their site-based committee and the SAU</td>
<td>➢ School boards typically meet twice per month, SAU board typically meets</td>
</tr>
<tr>
<td>board. In addition, all members participate in subcommittee activities</td>
<td>quarterly, resulting in at least 48 meetings per year</td>
</tr>
<tr>
<td>➢ SAU meeting requires 5 out of 7 FMRSB members to attend for a quorum</td>
<td></td>
</tr>
<tr>
<td>Current SAU 60</td>
<td>Anticipated staffing for multi-district SAU office</td>
</tr>
<tr>
<td>---------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>SAU consists of 9 staff members: Superintendent; Administrative Assistant to the Superintendent; Chief Financial Officer; Director of Special Services; Human Resource Specialist; Director of Curriculum, Instruction and Assessment; Financial Services Manager; Payroll Assistant; Accounts Payable Assistant</td>
<td>SAU consists of 12 staff members: Superintendent; Administrative Assistant to the Superintendent; Assistant Superintendent; Administrative Assistant to the Assistant Superintendent; Chief Financial Officer; Assistant Business Administrator; Director of Special Services; Human Resource Specialist; Director of Curriculum, Instruction and Assessment; Financial Services Manager; Payroll Assistant; Accounts Payable Assistant</td>
</tr>
<tr>
<td>The Superintendent oversees single cooperative district ➢ FMRSD consists of 12 instructional locations: 7 elementary schools; 3 middle schools; 1 high school and 1 early learning center ➢ All district students attend school in FMRSD locations</td>
<td>Superintendent will oversee two separate districts plus a separate SAU ➢ FMRSD will consist of 9 instructional locations: 5 elementary schools; 2 middle schools. 1 high school and 1 early learning center ➢ FMRSD students attend school in FMRSD locations ➢ CSD will operate Pre-K through grade 8 programs and tuition all early childhood and high school students out of district</td>
</tr>
<tr>
<td>Requires engagement of 1 lawyer ➢ FMRSD legal counsel</td>
<td>Requires engagement of 3 legal service providers ➢ SAU legal counsel ➢ CSD legal counsel ➢ FMRSD legal counsel</td>
</tr>
<tr>
<td>Requires 1 Audit ➢ The SAU requires its one single audit act audit at an annual cost of $28,000</td>
<td>Requires 3 Audits ➢ SAU audit — annual cost projected at $6,000 ➢ CSD single audit act audit at an annual cost projected at $28,000 ➢ FMRSD single audit act audit at an annual cost projected at $28,000</td>
</tr>
</tbody>
</table>
## MINORITY REPORT

<table>
<thead>
<tr>
<th>One District Budget</th>
<th>Requires 3 Budgets</th>
</tr>
</thead>
<tbody>
<tr>
<td>One annual meeting</td>
<td>Three budgets: one for FMRSD, one for CSD and one for SAU60</td>
</tr>
<tr>
<td></td>
<td>Three annual meetings</td>
</tr>
</tbody>
</table>

| One all-inclusive cooperative budget | Three bi-weekly payroll reports to NHRS |
| One bi-weekly payroll report to NHRS | Three quarterly payroll reports to IRS and NHES |
| One quarterly payroll report to IRS and NHES | Three end-of-year reports of wages and earnings by contractors |
| One end-of-year report of wages and earnings by contractors | One health, dental, life insurance, long-term disability |
| One health, dental, life insurance, long-term disability | Three entities with banking and investing relationships |
| One entity with banking and investing relationships One annual meeting | Four union negotiations |
| Two union negotiations | |

### District-Level Services Now

<table>
<thead>
<tr>
<th>All related-services staff are employed at the district level</th>
<th>District-Level Services after Withdrawal</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Related-Services Staff: reduction of about 1/3 of FMRSD staff.</td>
</tr>
<tr>
<td></td>
<td>Charlestown to hire or contract as needed</td>
</tr>
</tbody>
</table>

### Building maintenance team is district level

| Building maintenance team is district level | Building Maintenance: reduce staffing by one person from 5 person team. |
|--------------------------------------------| Charlestown to hire or contract as needed |

### Technology support - Six member team employed at district level.

| Technology support - Six member team employed at district level. | Technology Support: FMRSD to reduce team by one person. |
|-----------------------------------------------------------------| Charlestown to contract with third party provider for all support services. |

### Transportation is at district level.

| Transportation is at district level. | Transportation: FMRSD reduce route drivers by four positions, sell five buses. |
|--------------------------------------| Charlestown to contract with third party provider for all support services. |
|                                      | Reduce special ed drivers by 2 positions, sell two of district owned mini vans.. |
### MINORITY REPORT

<table>
<thead>
<tr>
<th>Charlestown to purchase or contract with third party provider for transportation services. Charlestown to hire or contract as needed 3 - 5 SPED vehicles and drivers.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single PBX telephone system for entire district</td>
</tr>
<tr>
<td>Software licenses are purchased at the district level</td>
</tr>
<tr>
<td>Food Service: Currently one contract and one state reporting requirement for entire district.</td>
</tr>
</tbody>
</table>

### Educational Impact of Withdrawal with a separate CSD

**Educational Impact at the Administrative Level**
Charlestown School District currently manages operations and educational services relating to its pre-K, elementary and middle school students, and provides educational services to its high school students through FMRHS. Due to its stated intention to cut at least $1,783,584 from its 2020-21 school budget by school year 2021-22, CSD’s withdrawal will likely have a major impact on the educational programs offered to Charlestown students. (see Appendix 8). Charlestown would benefit in the short term by having an SAU focusing on Charlestown’s needs. However, with its desire to cut educational costs primarily through staffing and program
costs, future years would in all probability cause the educational opportunities of CSD to decline dramatically.

**Educational Impact by Grade Levels**

**All Grade Levels**
Charlestown should be able to maintain its current level of educational offerings only so long as it makes no drastic cuts to the CSD educational funding.

Shared Resources, such as the recent school nurses being shared between towns in order to cover the Walpole school nurse’s maternity leave, would need to be contracted between CSD and a third-party provider.

Delivery of Related Services: Services are currently delivered at the district level and include the following:

- Speech
- Physical Therapy
- Occupational Therapy
- Recreational Therapy
- Board Certified Behavior Analyst (BCBA)
- School Psychologist
- Crisis Intervention and other special needs services

CSD will need to contract for the above services

FMRSD will need to reduce staffing by and/or contract for some services currently provided by district-level staff.

Professional development and innovative programs, currently shared throughout FMRSD, will not be shared between FMRSD and CSD. CSD will need to develop its own programs.

The current level of grants for professional development will be proportionately lower for both FMRSD and CSD. This will result in fewer professional development activities offered to both districts.

Emergency Management Plans would need to be developed by CSD. It would be difficult to maintain an area-wide Emergency Support Team within two separate districts.

**High School Programs**
FMRHS should be able to maintain its own current level of educational offerings only if CSD sends 95% of its students to FMRHS. Charlestown has stated that they intend to tuition their
students into FMRHS. Failure to do so on CSD’s part would result in drastic changes to vital FMRHS course including the following:

• Career Technical Education (CTE)

• Alternative Education is currently a FMRSD district-wide program-CSD withdrawal would result in additional cost for CSD based on individual student needs

• Skill Center programs and the Job Experience Program (JEP) are FMRSD district-wide programs-CSD withdrawal would result in additional costs for CSD based on individual student needs

Middle School Programs
There are currently itinerant teachers, each rotating through one trimester marking period between the three FMRSD middle schools (Alstead, Charlestown, Walpole). The subjects covered in these rotations are Spanish, Health and Technology. The only way in which these three course offerings could continue following a CSD withdrawal would be for CSD to contract with FMRSD to continue the rotating course offerings.

As part of maintaining the philosophy of producing well-rounded students through educational offerings and programs centered on art, music and physical activity, FMRSD currently offers a number of district wide after school athletic programs. FMRSD middle school extracurricular programs include cross country skiing, cross country running, spring track, etc. The only way in which these athletic programs could continue for CSD students following their withdrawal would be for CSD to contract with FMRSD for continuation in these programs.

New Beginnings, a middle school alternative education program, is currently housed at Charlestown Middle School. Continuation of this program will need to be negotiated between CSD and FMRSD, possibly requiring CSD to contract with a third-party provider. Whatever form this program takes following a CSD withdrawal, the FMRSD program will need to be re-established at another location.

Elementary School Programs
Life Education Academic Program (LEAP, an elementary alternative education program) is currently housed at Walpole Elementary School. At this time, it is uncertain to what extent a CSD withdrawal from FMRSD would affect the current FMRSD program. However, following a withdrawal, CSD will need to contract with a third-party provider for continuation of the vital educational opportunities provided by LEAP.

Early Learning Center programs: At this time, it is uncertain to what extent a CSD withdrawal from FMRSD would affect the current FMRSD programs. However, following a withdrawal, CSD will need to contract with a third-party provider for continuation of these vital educational opportunities.
MINORITY REPORT

Fiscal Impact of the Withdrawal

The committee studied the financial impact of CSD’s withdrawal from SAU 60, as required by RSA 194 C:2.

If CSD withdraws from SAU 60 and forms its own SAU, Charlestown will become the sole district in CSD SAU. Charlestown currently relies on the facilities and services provided by FMRSD but would need to provide and pay for space for the additional CSD SAU staff. It is anticipated that Charlestown will either incur a cost to lease space for a CSD SAU office in their own district in 2022-2023.

Currently 44.38% of the students in the FMRSD are from Charlestown while only 40% of the FMRSD budget is apportioned to Charlestown. After State of NH equitable education aid and the apportionment of local revenues received, Charlestown raises from local taxes 38.6% of the total FMRSD local assessment.

The Withdrawal Plan presented by the Charlestown Withdrawal Committee states that it has “no plans to leave the SAU at this time.” This would require the remaining towns in FMRSD to pay a major portion — up to 64% — of CSD administrative expenses in perpetuity.

SAU 60 is a single district SAU. As such, SAU 60 does not have a stand alone SAU budget as the SAU services are integrated into the District budget. Charlestown currently pays 46% of the typical SAU costs. Based on the ADM formula used to distribute the administrative costs that would typically qualify as SAU costs. Charlestown will pay 34.5% of the SAU costs for a multi-district SAU office.

Under NH law, the apportionment formula required for multi-district SAU cost allocation will cause an unfair financial burden upon the remaining four towns.

There is currently an annual cost savings due to the current transportation contract which includes all five district towns. That savings may not continue once that contract has expired, as overhead and administration costs will remain after a withdrawal. Costs for both the remaining towns and the new CSD are expected to increase.

From a community standpoint, voters of CSD will not be afforded more control over the budget through withdrawal. School Board meetings will be held locally in Charlestown which it is hoped, will increase community involvement. The community of Charlestown will lose all rights to influence the activities and budgets of the FMRHS once they have withdrawn from the FMRSD. This will be a significant reduction in control from what they currently have over the entire district. This is not what is best for Charlestown.
### Disposition of SAU 60 Assets and Liabilities

#### Transition Plan

Should the Charlestown Withdrawal Plan be accepted, the SAU 60 Withdrawal Committee recommends a one-year transition period with an effective date of July 1, 2021 for the new single-district CSD. This date is preferable because it allows for the following:

- Expiration of all SAU 60 contractual obligations except for the Superintendent’s office contracts which expire in August 2022.

- Incorporation of 4 remaining town budgets into normal FMRSD budgeting cycle.

- On-boarding of new personnel prior to formation of new CSD. It is expected that a new assistant superintendent and 1-2 administrative personnel will be in place prior to the initial operation of the new CSD.

- CSD will initially be part of SAU 60. CSD will be responsible for their transition to a single-district, to include, but not limited to, the hiring of a superintendent (acting as SAU 60 assistant superintendent for the relevant portion of school year 2020-21). The new superintendent will then hire the new administrative CSD staff for the transition period and work with the Fall Mountain Regional School Board (FMRSD) to hire the remaining staff for FY 2021-2022.

---

### Proposed SAU Budget 2021-2022

<table>
<thead>
<tr>
<th>Proposed SAU Budget 2021-2022</th>
<th>Single District SAU</th>
<th>Multi District SAU after Withdrawal</th>
<th>Difference</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Salaries Subtotals</td>
<td>$423,423</td>
<td>$618,423</td>
<td>$195,000</td>
<td>Assistant Supt Assistant Business Admin</td>
</tr>
<tr>
<td>Support Salaries Subtotals</td>
<td>$302,203</td>
<td>$364,208</td>
<td>$62,005</td>
<td>Admin Assist, A/P</td>
</tr>
<tr>
<td>Salaries Totals</td>
<td>$725,626</td>
<td>$982,631</td>
<td>$257,005</td>
<td></td>
</tr>
<tr>
<td>Employee Benefits</td>
<td>$279,025</td>
<td>$377,715</td>
<td>$98,690</td>
<td></td>
</tr>
<tr>
<td>Operating Expenses</td>
<td>$320,723</td>
<td>$243,980</td>
<td>($76,743)</td>
<td>See Appendix 7 for details</td>
</tr>
<tr>
<td>FMRSD Local SAU Costs</td>
<td>$0.00</td>
<td>$207,622</td>
<td>$207,622</td>
<td>See Appendix 7 for details</td>
</tr>
<tr>
<td>CSD Local SAU Costs</td>
<td>$0.00</td>
<td>$207,622</td>
<td>$207,622</td>
<td>See Appendix 7 for details</td>
</tr>
</tbody>
</table>

*For supporting information for above table, please see Appendix 7.*
MINORITY REPORT

**Transition Costs FY 2020-2021**

It is estimated that there will be a transition cost of approximately $1,825,636 in the year of withdrawal. These one-time expenses have not been addressed in the withdrawal plan but will need to be funded by CSD in their first year as a new district. These costs are projected as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Justification</th>
<th>Budgeted cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase of Charlestown Primary School from District</td>
<td>This building was constructed by the FMRSD and the value needs to be determined so that a purchase agreement can be reached.</td>
<td>$650,000</td>
</tr>
<tr>
<td>Fund remaining value of 2014 energy project improvements to CMS and NCCS</td>
<td>Major energy improvements were performed on all District buildings in 2014. They were funded 100% at the District level using a ten year lease purchase agreement.</td>
<td>$465,000</td>
</tr>
<tr>
<td>Purchase technology Infrastructure including cabling, switches, telephone system, etc.</td>
<td>In 2019 all buildings in the District were rewired for telephones and technology. District level communication switches, telephone systems, etc. in Charlestown buildings will need to be purchased or replaced by Charlestown.</td>
<td>$185,000</td>
</tr>
<tr>
<td>Purchase software licenses for all computers and software programs being used in Charlestown as they will not be able to remain on SAU or FMRSD licenses</td>
<td>Student records software, accounting software, absence software, various educational software, web-hosting agreements, service contracts, servers for all locally hosted software, construction of a proper climate controlled server room.</td>
<td>$235,000</td>
</tr>
<tr>
<td>Negotiate and agree to CSD financial responsibility for current union agreement liabilities previously negotiated.</td>
<td>Sick Leave buyback liability from 1999 negotiations. Balance due as of 06/30/20 $815,105. Retirement liability for teachers and administrators under current agreements. Estimated for June 30, 2020 at $266,818 for staff already retired and for</td>
<td>$290,636</td>
</tr>
</tbody>
</table>
Plan for Providing Superintendent Services in a Single District SAU

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

FMRSD employs a high level of local support for curriculum, pupil, and personnel services. With the withdrawal of CSD, the remaining towns of FMRSD would be required to contribute 64% of salary and benefits to employ the services of an Assistant Superintendent, Administrative Assistant to the Assistant Superintendent, and an Assistant Business Administrator for CSD.

If withdrawal is approved CSD must move to a separate district SAU, having the Assistant Superintendent and appropriate staff focus solely on CSD during the transition period would be essential to implementing a successful transition.

Conclusion

Mr. Albert St. Pierre, representing the Charlestown Withdrawal Committee and Chair of the FMRSD Withdrawal Committee, stated in public meetings that Charlestown currently pays the highest educational tax rate in the state. This is true. He then went on to state that the fiscal problems facing Charlestown regarding school funding are “internal.” This statement was meant to indicate that the district is at fault. This is not the case. Charlestown’s fiscal problems are primarily caused by four things:

1. Inadequate and unfair state funding formulas
2. A large number of cheap housing units placing an inequitable tax burden on the remaining taxable households within the town.
3. A highly transient population, housed largely in the above-mentioned housing, resulting in a student population with an inordinately high number of special needs students.
4. An underdeveloped commercial/industrial tax base, resulting in the Town of Charlestown lacking the commercial property needed to effectively provide the means to offset the taxation dilemmas listed above.

Mr. St. Pierre also stated that if Charlestown were to establish its own district it would address and resolve its current fiscal problems. This begs the question, why don’t they do so now?

Mr. St. Pierre has on several occasions indicated that the numbers presented by FMRSB to the Withdrawal Committee where inaccurate — even stating, “That can’t be right,” and “That doesn’t match my numbers” — yet neither he nor the Charlestown Withdrawal Committee have
MINORITY REPORT

ever successfully produced numbers to refute the numbers provided by the district. The number offerings presented by FMRSD were based upon official State of New Hampshire numbers.

Mr. St. Pierre indicated that the Charlestown School District’s educational opportunities for its students would equal and even surpass those opportunities afforded by the Fall Mountain Regional School District, yet the Charlestown Withdrawal Committee numbers presented to the Withdrawal Committee by Mr. Spillsbury indicated their desire to cut current spending by more than $1,500,000. Mr. Spillsbury further suggested in his explanation that this might be achieved by such measures as economizing on staff, cutting programs and other possible measures. These proposed measures indicate a profound misunderstanding of educational costs — not to mention needs — as well as ignorance of laws and regulations regarding educating standard and special education student needs. They also indicate a desire to cut costs regardless of the educational outcome.

Mr. St. Pierre presented, by way of comparison with Charlestown, the proposed budget for the Winchester School District stating that the town’s demographics were virtually the same. However, the numbers he presented did not represent the actual cost burden under which Winchester School District ended up having to operate.

The FMRSD SAU 60 Withdrawal Committee voted (6-4 with Dustin, Levesque, St. Pierre, Bushway, Beam, Dalessio voting yes; Emig, Vogel, Henry, Stahl voting no) on October 2, 2019 that it was feasible for Charlestown to withdraw from FMRSD. The committee then revised its original vote to vote in favor of writing a Withdrawal Report to be submitted to the state board of education (7-3 with Dustin, Levesque, St. Pierre, Bushway, Beam, Dalessio, Stahl voting yes; Emig, Vogel, Henry voting no).

The final FMRSD SAU 60 Withdrawal Committee vote to submit the completed withdrawal study occurred on October 23, 2019 (6-4 with Dustin, Levesque, St. Pierre, Bushway, Beam, Dalessio voting yes; Emig, Vogel, Henry, Stahl voting no).

The withdrawal plan submitted by the Fall Mountain Regional Withdrawal Study Committee is deficient. It does not meet the standards for withdrawal set forth in RSA 195:26 for the following required areas:

• It does not adequately describe “The method of apportioning the operating and capital expenses among the members of the cooperative school district if a change is to be proposed in conjunction with the withdrawal procedure.”

• It does not adequately describe “The liability of the withdrawing district for its share of any outstanding indebtedness of the cooperative school district as detailed in RSA 195:27.”

• It does not offer “A plan for the education of all students in the withdrawing school district and for the continuation of the school system of the cooperative district. This shall detail the
MINORITY REPORT

proposed assignment of students in grades operated by the cooperative and withdrawing district or districts including, if any, tuition arrangements or contracts.”

• It does not adequately address the provisions required by RSA 195:28 Disposition of Property.

Finally, the withdrawal plan submitted by the Fall Mountain Regional Withdrawal Study Committee fails to adequately consider the financial and educational ramifications facing the citizens of Charlestown. Simply put, the citizens of Charlestown would pay more, while the children of Charlestown would receive less.
MINORITY REPORT

Appendix 1

Comments by FMRSD Administrators

The following statements represent opinions of Fall Mountain Regional School District administrators as expressed on July 2, 2019 in a meeting with District Administrators and the Educational Impact sub-committee members of the Fall Mountain Withdrawal Study Committee. Some are direct quotes. Others are summations. All have been reviewed by the FMRSD principals.

➢ It’s not just a one-town leaving perspective we need to take. We need to look at this in two ways. On one hand, principals in one town might have an easier time without others holding us back.
➢ We’ve also had a long time working together as residents and professionals, preparing students for high school.
➢ This idea is not wise.
➢ Charlestown, one time after another, has brought this up going back for decades.
➢ Overall, we’re better off together.
➢ In smaller schools, teachers might feel isolated. Currently, they can call on teachers in Charlestown for resources and advice.
➢ Charlestown has challenges that might be overwhelming to take on if it’s on its own, like three years of preschools.
➢ Breaking apart would be detrimental to Charlestown and the whole district in general.
➢ I worry about Charlestown if this does happen -- and the rest of the district. Kids will bear the brunt of the decision.
➢ This is a long, slow distraction from our district’s core mission. Teachers distracted filters down to the kids.
➢ All the towns will suffer.
➢ No matter what, we’re better off together.
➢ Charlestown is stretched right now, even with the resources from the district. A lot of situations arise and need expertise available now from within the district.
➢ This is actually harmful to a lot of people. They don’t get why we’re doing this. Once the final decision is made, go forward. This can’t be a thing that’s ongoing. It’s hurtful to everyone.
➢ I’m not convinced that needs are being met to establish feasibility. We’re supposed to be supporting all of the kids in the region. Whether or not the committee determines Charlestown would be better off apart, I don’t see how the needs of the students will be met.
➢ There are teachers in Charlestown with thirty-plus years of experience. That equals committed.
➢ Even with status quo resources the needs of the district are not being met.
➢ There is currently educational consistency within the district. Transfers within the district work well because of that consistency.
➢ High school programs will be affected if there is a lack of consistency.
➢ Property values will be affected by educational status, which is currently good.
➢ It will be harder to attract young families.
➢ What if Charlestown can’t make its 90% quota. What if it’s only 70%?
Charlestown Withdrawal & SAU Configuration

With a Charlestown withdrawal, the work of the SAU would expand approximately 40%, since 3 legal entities would then exist, even with no more students added. Work increase would include at least the following:

- All grants x 2
- Audits x 3
- NH Retirement Reporting x 3
- Payroll x 3
- All NH State Department of Education Reporting x 2
- Food Service Contracts x 2
- Union Negotiations — the current 2 unions could evolve to 3 or 4 depending on Charlestown’s configuration
- Transportation — would require 2 separate entities. The FMRSD would continue under the current model using union drivers. The Charlestown is recommended to be a contracted service. Coordination of bus routes, student discipline, etc. will still need to be coordinated with principals and SAU staff.
- Facilities Management would require 2 different structures
SAU Staffing
Superintendent Landry and Chief Financial Officer Fenn are currently stretched to the limit. They cannot take on additional work themselves. The SAU is currently staffed by the Superintendent, Chief Financial Officer and 4 staff members.

The Superintendent’s Office consists of the Superintendent, Administrative Assistant, Grant Bookkeeper and Curriculum Coordinator

• Only the Superintendent and Administrative Assistant are SAU employees, the remainder are FMRSD employees
• All “I4See” (currently managed by the Superintendent’s Administrative Assistant with input from building secretaries and various other district staff) reporting covers student data, staff, etc. will require 3 separate reporting processes for each report - current = 1 report
• There are in excess of 50 data collection reports filed and managed annually. This volume would increase by about 150% to approximately 125 reports annually with a Charlestown separation.
• Impact on staff and work = 3 entities = 3 school boards = 100% increase in work, plus night meetings for three boards, union negotiations, etc.

Chief Financial Officer and staff = 100% SAU employees

• Payroll = 25% increase — Mr. Fenn’s payroll clerk can handle 3 payrolls but would not be able to continue with other non-payroll responsibilities
• Accounts Payable Clerk’s current 30 hours per week would be increased to 40 hours per week due to 3 separate check runs, plus justification, and a shift of tasks from payroll clerk.
• Finance Manager will not be able to continue to coordinate all banking, audits, accounting functions, etc. for 3 entities. Additional staff will be required.

The Curriculum Coordinator, Special Education Director and all Related Services Providers fall under the auspices of FMRSD. As these are not required SAU services by law, a Charlestown withdrawal would result in the need for Charlestown to hire/assign these tasks to Charlestown only staff. As about ⅓ of staff in the central office are FMRSD and ⅓ SAU, the rent, operation costs, etc. of the central office location will be shared using a similar ratio.

The end result is that a Charlestown withdrawal would result in the need for at least 2, probably 3 additional SAU staff to handle the increased work of a multiple district SAU.
Special Education
An Assistant SPED Director would be needed for Charlestown due to restructuring:
• Under current setup the SPED Director is a FMRSD employee, not an SAU employee
• Not required by law for SPED services to be managed by the SAU

Charlestown withdrawal would require 2 separate administrative entities:
• SPED Director writes IDEA grants
• All Related Services staff are FMRSD staff, so would need to reduce staff by approximately ⅓ and Charlestown would have to hire staff or negotiate services through a 3rd party provider
  • e.g. Speech and Language Pathology would likely require a full time professional, while occupational therapy and physical therapy would likely be best served by a 3rd party service provider due to lack of need of full time professional
• School Psychologist = Charlestown hire
• Case Manager/Service Coordinator = Charlestown hire
• Testing & Assessment, as well as other related services = Charlestown hire or negotiate services through a 3rd party provider
MINORITY REPORT

Appendix 5

Additional Considerations
Start-up costs $≈500,000 for 1st year includes at least the following:
• For software licenses and equipment
• Legal fees for separation if not contentious $≈50,000
• Accounting software $≈50,000
• Accounting software annual maintenance – currently $≈10,000 — $≈20,000 for separate licenses and locations
Audits, currently 1 per year currently $≈28,000 subject to single audit act
• Single Audit Account qualification (under Federal Law) because of receiving more than $500,000 in Federal Aid
• Separate = 3 audits
• SAU $≈5,000-$6,000
• Charlestown $≈25,000 due to Single Audit Account qualification
• FMRSD $≈25,000 due to Single Audit Account qualification
• Current audit costs $≈28,000, but with separation the cost would run $≈55,000
  • Current audit requires 5 days of field work
  • Separation audit would require 3x that (a minimum of 10 days)
Superintendent’s Annual Reports to NH DOE

- School Annual Data
- EOY
- MOY
- BOY
- Course/Class
- Indoor Air Quality Data
- School Facilities Data Collection
- Class and Staffing Form
- General Fall Report
- District-Level Home Schooled Count
- Teacher Attainment and Average Salary
- School Safety Data Collection
- Special Education Personnel
- Demographics
- Critical shortage survey
- School Board
- School Calendar

- Teacher Salary Schedule
- Evaluation data collection
- Teacher and Para Renewal
- College and Career Readiness and Civics
- CATE Report
- Grant reporting (monthly for each grant)
- ESOL – WIDA reports
- Perkins – Time and Effort Reporting
- NH Alt Registration
- General Reports (16 different reports)
- Grants can run more than one school year- currently 19 grants are being managed.
- All grants have monthly reporting
Positions under the Current SAU 60 and CSD to include:

<table>
<thead>
<tr>
<th>SAU Positions proposed for 2021-2022</th>
<th>Single District SAU</th>
<th>Multi District SAU after Withdrawal</th>
<th>Difference</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendent</td>
<td>$133,250</td>
<td>$133,250</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Assistant Superintendent</td>
<td>$0.00</td>
<td>$110,000</td>
<td>$110,000</td>
<td>Responsible for CSD services</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
<td>$111,217</td>
<td>$111,217</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Assistant Business Administrator</td>
<td>$0.00</td>
<td>$85,000</td>
<td>$85,000</td>
<td>Responsible for CSD services</td>
</tr>
<tr>
<td>Director of Curriculum, Instruction and Assessment</td>
<td>$92,456</td>
<td>$92,456</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Director of Special Services</td>
<td>$87,500</td>
<td>$87,500</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Financial Services Manager</td>
<td>64,778</td>
<td>$64,778</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Human Resources Specialist</td>
<td>$47,500</td>
<td>$47,500</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Administrative Assistant to Superintendent</td>
<td>$62,500</td>
<td>$62,500</td>
<td>$0.00</td>
<td>Responsible for CSD services, Assume certain tasks performed by other SAU staff due to work load shifts caused by 3 separate entities, Grants bookkeeping for CSD</td>
</tr>
<tr>
<td>Administrative Assistant to Assistant Superintendent</td>
<td>$0.00</td>
<td>$52,500</td>
<td>$52,500</td>
<td>Responsible for CSD services</td>
</tr>
<tr>
<td>Payroll Assistant</td>
<td>$46,205</td>
<td>$46,205</td>
<td>$0.00</td>
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<td>Accounts Payable Assistant</td>
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<td>Responsible for additional work due to 3 separate entities</td>
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<td>Professional Services will be at local board level</td>
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<td>Service Description</td>
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<td>Post-2023 Budget</td>
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<td>---------------------------------------------</td>
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<td>Equipment Service Contract</td>
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<td>Legal Services</td>
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<td>Pre-employment physicals</td>
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<td>Repairs &amp; Maintenance</td>
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<td>Technology Services</td>
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<td>SAU office will need to contract these services once they are separate from FMRSD</td>
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# MINORITY REPORT

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<td>One time expense to purchase/contract for SAU licenses</td>
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<td>Software Maintenance/Support Contracts</td>
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<td>Data Communications</td>
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<td>Supplies</td>
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<td>Replace Equipment</td>
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<td>Heating Oil</td>
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<td>Board Contingency Fund</td>
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Appendix 8

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<tr>
<th>Proposed Budget, Charlestown School District</th>
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<tr>
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<tr>
<td>1100-1199 Regular Programs $5,000,000.00</td>
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<td>1200-1299 Special Programs $4,200,000.00</td>
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<td>1401-1499 Other Programs (CMS Spade) $40,000.00</td>
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<td>Support Services</td>
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<tr>
<td>2000-2199 Student Support Services $460,000.00</td>
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<tr>
<td>2200-2299 Instructional Staff Services $650,000.00</td>
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<td>General Administration</td>
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<td>2310 School Board $100,000.00</td>
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<tr>
<td>2320 SAU Services $230,000.00</td>
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<tr>
<td>2400-2499 Principals $515,000.00</td>
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<tr>
<td>2500-2599 Business Office $285,000.00</td>
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<tr>
<td>2600-2699 Maintenance/Buildings $700,000.00</td>
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<tr>
<td>2700-2799 Transportation $400,000.00</td>
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<tr>
<td>3100 Food Services (Fund Transfers 52207) $0.00</td>
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<tr>
<td>5110 Bond Payment $100,000.00</td>
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<tr>
<td>5120 Bond Interest $20,000.00</td>
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<tr>
<td>1231 Transfer to Capital Reserve $6,30</td>
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<td>Total $12,700,000.00</td>
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<td>REVENUES - State</td>
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<td>3110 Adequacy Aid $4,600,000.00</td>
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<tr>
<td>3112 Charlestown State Ed. Tax $337,700.00</td>
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<tr>
<td>3210 School Building Aid $577,000.00</td>
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<tr>
<td>3220 Kindergarten Aid $58,000.00</td>
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<td>3230 Catastrophic Aid $70,000.00</td>
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<tr>
<td>4580 Medicaid Reimbursement $175,000.00</td>
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<tr>
<td>Total Revenues $6,887,700.00</td>
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Total Tax to be collected: $5,822,300.00.

Where (Town would like to be FY 2001)

Where (Town would like to be FY 2001)
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<th>District #</th>
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State Totals

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As of October 1, 2019
SAU #
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16
85
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48
55
6
101
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24
48
29
36
63

SAU Name
Exeter
Laconia
SAU #35 Office
SAU #35 Office
Lebanon
Lempster
Lincoln-Woodstock
SAU #35 Office
Litchfield
Littleton
Londonderry
Lyme
Tamworth
Manchester
Keene
Keene
Mascenic Regional
Mascoma Valley
Mason
Merrimack
Merrimack Valley
Middleton SAU
Gorham
Milford
Milton
Monadnock Regional
Monroe
Amherst
Moultonborough
Nashua
Keene
Goffstown
Greenland
Exeter
Newfound Area
Greenland
Newmarket
Newport
Winnacunnet
Northumberland
Northwood
Northwood
Oyster River
Pelham
Pembroke
Plymouth
Haverhill Cooperative
Colebrook
Pittsfield
Plainfield
Plymouth
Portsmouth
SAU #35 Office
Raymond
Rochester
Somersworth
Plymouth
Greenland
Salem
Sanborn Regional
Winnacunnet
Shaker Regional
Somersworth
Amherst
Winnacunnet
Northumberland
Colebrook
Henniker
Northwood
Northumberland
Exeter
Sunapee
Tamworth
Plymouth
Timberlane Regional
Claremont
Wakefield
Haverhill Cooperative
Hillsboro-Deering
Plymouth
Henniker
Plymouth
Keene
White Mountains Regional
Wilton

District #
281
285
288
291
295
299
305
306
315
317
319
327
333
335
339
341
342
343
345
351
352
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355
357
359
363
365
367
369
371
375
377
381
387
388
391
399
401
405
407
411
413
423
425
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453
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486
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499
501
503
507
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511
515
525
531
534
539
543
549
551
553
555
559
563
568
572

District Name
Kensington
Laconia
Lafayette Regional
Landaff
Lebanon
Lempster
Lincoln-Woodstock Cooperative
Lisbon Regional
Litchfield
Littleton
Londonderry
Lyme
Madison
Manchester
Marlborough
Marlow
Mascenic Regional
Mascoma Valley Regional
Mason
Merrimack
Merrimack Valley
Middleton
Milan
Milford
Milton
Monadnock Regional
Monroe
Mont Vernon
Moultonborough
Nashua
Nelson
New Boston
New Castle
Newfields
Newfound Area
Newington
Newmarket
Newport
North Hampton
Northumberland
Northwood
Nottingham
Oyster River Coop
Pelham
Pembroke
Pemi-Baker Regional
Piermont
Pittsburg
Pittsfield
Plainfield
Plymouth
Portsmouth
Profile
Raymond
Rochester
Rollinsford
Rumney
Rye
Salem
Sanborn Regional
Seabrook
Shaker Regional
Somersworth
Souhegan Cooperative
South Hampton
Stark
Stewartstown
Stoddard
Strafford
Stratford
Stratham
Sunapee
Tamworth
Thornton
Timberlane Regional
Unity
Wakefield
Warren
Washington
Waterville Valley
Weare
Wentworth
Westmoreland
White Mountains Regional
Wilton-Lyndeborough Cooperative

PreSchool
0
61
0
8
41
0
0
0
39
0
124
0
0
400
9
5
13
71
10
134
40
8
20
42
0
82
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29
326
0
19
0
0
22
0
29
31
13
0
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0
0
58
0
0
9
1
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0
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49
37
33
22
0
0
0
3
0
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3
20
0
0
0
134
4
25
5
0
0
25
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14

Equal Opportunity Employer - Equal Educational Opportunities
Page 2 of 3

Kindergarten
Elementary Middle
24
94
0
151
758
445
10
105
0
3
12
0
95
435
469
10
90
0
35
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153
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404
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299
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226
1504
951
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15
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14
94
0
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134
751
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43
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152

Total
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118
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115
23
1623
100
288
352
1296
681
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1143
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3737
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74
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553


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<th>District #</th>
<th>District Name</th>
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<th>Kindergarten</th>
<th>Elementary</th>
<th>Middle</th>
<th>High</th>
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<td>Windham</td>
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<td>Winnisquam Regional</td>
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<td>Winnisquam Regional</td>
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<td>98</td>
<td>512</td>
<td>356</td>
<td>440</td>
<td>1443</td>
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</table>

### Public Academies and Joint Maintenance Agreements

- Coe-Brown Northwood Academy
- Pinkerton Academy
- Prospect Mountain JMA

### Charter Schools

- Academy for Science and Design Charter School
- Capital City Public Charter School
- Cocheco Academy for the Arts
- Compass Classical Academy Charter School
- CSI Charter School
- Gate City Charter School For the Arts
- Granite State Arts Academy Charter School
- Great Bay Charter School
- Kreiva Academy Public Charter School District
- LEAF Charter School
- Ledyard Charter School
- Making Community Connections Charter School
- MicroSociety Academy Charter School Foundation
- Mill Falls Charter School
- Mountain Village Charter School
- Next Charter School
- North Country Charter Academy
- PACE Career Academy Charter School
- Polaris Charter School
- Robert Frost Charter School
- Seacoast Charter School
- Strong Foundations Charter School
- Surry Village Charter School
- The Birches Academy of Academics & Art A Public Charter Sch
- The Founders Academy Charter School
- Virtual Learning Academy Charter School
- Windham Academy Public Charter School

<table>
<thead>
<tr>
<th>SAU #</th>
<th>SAU Name</th>
<th>District #</th>
<th>District Name</th>
<th>PreSchool</th>
<th>Kindergarten</th>
<th>Elementary</th>
<th>Middle</th>
<th>High</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
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85 (32.101)

DistrictEnroll16-17.xls18-19.xls
Dear Angela,

I have attached the Strafford SAU Withdrawal Report/Plan. Thank you so much for putting it on the State Board of Education November Meeting Agenda. Please feel free to contact me if you have any questions.

Thanks again,

Debbi Hinrichsen
Strafford School Board

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Report of the Strafford SAU
PLANNING COMMITTEE
October 15, 2019
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II The Strafford School District

III General Demographic Characteristics of the Strafford School District

IV Strafford and SAU #44 - Current Organizational Structure

V Organizational Design of Strafford as an Independent SAU

VI Impact on Current SAU #44

VII Conclusion and Recommendation with Signatures

Appendix

  Committee Members

  Strafford SAU Planning Committee Timeline

  Public Hearing Statement
1. Introduction

At the March, 2019 Strafford School District Meeting the community voted to establish a committee to study the advisability of the current SAU #44, which serves the communities of Strafford, Northwood, and Nottingham. The committee’s charge was to research and report on the advisability of becoming an independent SAU, and report back to the community at the March, 2020 School District Meeting. The committee has taken extensive advantage of the work completed by several other districts that studied, and successfully pursued the process of becoming independent school administrative units, and has employed the reports and framework to ensure a comprehensive submission. The following is the result of the committee’s efforts.

II. The Strafford School District

The Strafford School District is currently partnered in a multi-school district (SAU #44) where services are shared between the communities of Strafford, Northwood, and Nottingham. SAU #44 provides Superintendent services for the Strafford School (K-8 @ 413 students), Northwood Elementary School (K-8 @ 390 students), and Nottingham School (K-8 @ 525 students).

Strafford high school students (9-12) currently, and will continue to attend Coe Brown Northwood Academy located in Northwood, NH as part of a long-standing contractual relationship between Strafford School District and Coe Brown Northwood Academy.

The collective school boards (SAU #44 Joint Board) of the Strafford, Northwood, and Nottingham communities govern and establish the budget and operating structure of SAU #44. The cost of operations are shared between the districts as determined by New Hampshire statutes, and are indicated in each local district’s operating budget.

The Community

The Town of Strafford is located in Strafford County, and was incorporated in 1820 after breaking away from Barrington, New Hampshire. With a population of 3,626 as of the 2000 census, and a population of 4,107 as of December 31, 2018, Strafford has seen a small growth of approximately 11% over the period.
III. General Demographic Characteristics of the Strafford School District

While the State of New Hampshire has and continues to see growth over the past several decades, the various recessions during the period have affected the percentage during the downturns in the economy. The growth trend is expected to continue, with the New Hampshire Office of Energy and Planning (NHOEP) forecasting growth at 9% for the Town of Strafford as well as Strafford County from 2015-2040. As SAU #44 reaches across two counties, it is incumbent on the committee to provide OEP data for informational purposes. NHOEP estimates Rockingham County to experience an overall growth rate of 8% from 2015-2040; Northwood a 9% growth rate; and Nottingham a 16% growth rate for the same period.

Table 1 - Enrollment as a percent of population in Strafford, NH

<table>
<thead>
<tr>
<th>Year</th>
<th>Population*</th>
<th>K-8 Enrollment*</th>
<th>% of Population</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000</td>
<td>3,615</td>
<td>532</td>
<td>15%</td>
</tr>
<tr>
<td>2005</td>
<td>3,950</td>
<td>500</td>
<td>13%</td>
</tr>
<tr>
<td>2010</td>
<td>3,991</td>
<td>467</td>
<td>12%</td>
</tr>
<tr>
<td>2015</td>
<td>4,042</td>
<td>439</td>
<td>11%</td>
</tr>
<tr>
<td>2016</td>
<td>4,017</td>
<td>419</td>
<td>10%</td>
</tr>
<tr>
<td>2017</td>
<td>4,058</td>
<td>419</td>
<td>10%</td>
</tr>
<tr>
<td>2018</td>
<td>4,107</td>
<td>423</td>
<td>10%</td>
</tr>
</tbody>
</table>

*Data in the preceding chart has been taken directly from Strafford, NH annual reports to reflect actual numbers.

Data from NHOEP projects the fertility rates of Rockingham and Strafford Counties respectively at 1.69 for Rockingham County, and 2.0 for Strafford County holding steady from 2015 through 2040. Although, data does indicate an overall decline in births in the State of New Hampshire from 66,000 in 2010 to 65,000 by 2040. The population of children under the age of 15 was 232,182 in 2010, and is expected to drop to 214,819 by 2040 (-7%). On the other hand, the population of 65+ is expected to increase from 178,268 in 2010 to 408,522 in 2040 (+229%), and the 85+ population is estimated to increase from 24,761 in 2010 to 85,121 in 2040 (+344%). The estimated data will require close monitoring over the coming years to assess the impacts of the future growth or contraction of the school district.
The following is a table detailing the projected growth of each community within the existing SAU #44, as outlined by NHOEP for the period 2015-2040.

Table 2 - Estimated Population for SAU #44 Districts—2015-2040

<table>
<thead>
<tr>
<th>Year</th>
<th>2015</th>
<th>2020</th>
<th>2025</th>
<th>2030</th>
<th>2035</th>
<th>2040</th>
<th>% change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strafford</td>
<td>4,046</td>
<td>4,153</td>
<td>4,267</td>
<td>4,394</td>
<td>4,500</td>
<td>4,579</td>
<td>9%</td>
</tr>
<tr>
<td>Northwood</td>
<td>4,214</td>
<td>4,346</td>
<td>4,495</td>
<td>4,595</td>
<td>4,653</td>
<td>4,664</td>
<td>9%</td>
</tr>
<tr>
<td>Nottingham</td>
<td>4,904</td>
<td>5,246</td>
<td>5,614</td>
<td>5,740</td>
<td>5,812</td>
<td>5,825</td>
<td>16%</td>
</tr>
</tbody>
</table>

While estimates are helpful in determining future growth, as Table 1 shows, economic downturns and upswings can and do have a substantial impact on student population. As we have not experienced a contraction in the economy in over 10 years, economic cycles indicate that we should expect more than one over the period 2015-2040. Projections do not account for the impact of economic cycles. In planning for the future, this must be considered.

Table 3 - New Home Building Permits Issued in Strafford

<table>
<thead>
<tr>
<th>Year</th>
<th>Permits Issued</th>
<th>Year</th>
<th>Permits Issued</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006</td>
<td>16</td>
<td>2012</td>
<td>10</td>
</tr>
<tr>
<td>2007</td>
<td>12</td>
<td>2013</td>
<td>13</td>
</tr>
<tr>
<td>2008</td>
<td>8</td>
<td>2014</td>
<td>10</td>
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<tr>
<td>2009</td>
<td>9</td>
<td>2015</td>
<td>13</td>
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<tr>
<td>2010</td>
<td>7</td>
<td>2016</td>
<td>12</td>
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<tr>
<td>2011</td>
<td>9</td>
<td>2017</td>
<td>22</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2018</td>
<td>22</td>
</tr>
</tbody>
</table>

Another measure of growth within the Strafford School District is the record of building permits issued. Once again, much like Chart 1 has shown how downturns and upswings in the economy impact student population, in both decreases and increases, the building permits issued also illustrates a similar picture relative to economic cycles. As one would expect, the years when building permits increased significantly (2017 & 2018), the corresponding increase in student population
is noticeable in the same years. In addition, of note, is that the citizens of Strafford voted in full day kindergarten during the same period, which also seems to have impacted the increase in student population.

The following table shows the relationship between births in the Town of Strafford to the enrollment in kindergarten 5 years later. As an overall average, the increase year to year was 17.8% over the 15 year period from 2003 - 2018. The average enrollment through the same period was 38 annually. However, using the first 4 years of the projection period listed in Table 2 (2015-2040), the annual average enrollment for 2015-2018 was 36 students, which averages to a 24% increase over the 4 year period. Once again, it will bear monitoring over the course of the next decade to evaluate how these numbers trend.

Table 4 - Strafford Births to Kindergarten

<table>
<thead>
<tr>
<th>Year</th>
<th>Births</th>
<th>Year</th>
<th>Kindergarten</th>
</tr>
</thead>
<tbody>
<tr>
<td>2003</td>
<td>38</td>
<td>2008</td>
<td>41</td>
</tr>
<tr>
<td>2004</td>
<td>43</td>
<td>2009</td>
<td>41</td>
</tr>
<tr>
<td>2005</td>
<td>35</td>
<td>2010</td>
<td>49</td>
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<tr>
<td>2006</td>
<td>32</td>
<td>2011</td>
<td>33</td>
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<tr>
<td>2007</td>
<td>34</td>
<td>2012</td>
<td>34</td>
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<tr>
<td>2008</td>
<td>37</td>
<td>2013</td>
<td>45</td>
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<tr>
<td>2009</td>
<td>18</td>
<td>2014</td>
<td>31</td>
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<tr>
<td>2010</td>
<td>35</td>
<td>2015</td>
<td>31</td>
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<tr>
<td>2011</td>
<td>22</td>
<td>2016</td>
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<tr>
<td>2012</td>
<td>28</td>
<td>2017</td>
<td>42</td>
</tr>
<tr>
<td>2013</td>
<td>32</td>
<td>2018</td>
<td>38</td>
</tr>
<tr>
<td>2014</td>
<td>21</td>
<td>2019</td>
<td>* as of 9/3  47</td>
</tr>
</tbody>
</table>

Summary

In conclusion, based upon the historical data over nearly two decades, we can expect to see fluctuations as economic cycles and policies change over time. This committee is taking all the data available and applying same to the best of our ability in predicting future impacts on our district, as well as the districts of Northwood and Nottingham, as we move forward with this process.
The current SAU #44 budget for the 2019-2020 school year is $1,309,005, of which Strafford’s portion is $398,892 (30.85%), Northwood’s portion totaling $382,730 (29.6%), and Nottingham’s portion totaling $511,384 (39.55%). This computation is determined by the following RSA 194-C:9 Budget.

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.

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


V Proposed Organizational Design of Strafford as an Independent SAU

<table>
<thead>
<tr>
<th>Proposed Strafford SAU Model</th>
</tr>
</thead>
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</tr>
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<td>$78,000 P/T</td>
</tr>
<tr>
<td>1352 Hours/Yr</td>
</tr>
<tr>
<td>Business Administrator</td>
</tr>
<tr>
<td>$48,000 P/T</td>
</tr>
<tr>
<td>1252 Hours/Yr</td>
</tr>
<tr>
<td>Administrative Assistant</td>
</tr>
<tr>
<td>$35,000 F/T</td>
</tr>
<tr>
<td>Student Svs Director</td>
</tr>
<tr>
<td>$75,000 F/T</td>
</tr>
<tr>
<td>Fiscal Agent/Bookkeeper</td>
</tr>
<tr>
<td>$44,000 F/T</td>
</tr>
</tbody>
</table>

Assumptions:
- Salary of full time position(s) include benefits in the operating budget

Estimated Costs of Operating an Independent SAU

The following is an estimate of annual costs for the operation of an independent SAU based upon the above Strafford SAU Model. The committee has utilized the existing SAU #44 operating budget, as well as other SAU budgets, from SAUs that have successfully become and
currently operate as independent SAU Districts. The districts whose demographics are very similar in scope to Strafford are Gilmanton, Chester, and Barnstead. All three of these districts employ an organizational structure similar to the proposed Strafford SAU Model. All three of these districts have been operating as independent SAUs for a number of years, and have done so successfully with streamlined organizational structures. In following these models, this committee believes Strafford would also operate successfully using a similar structure.

**Strafford SAU Model**

**Estimated Operational Costs**

<table>
<thead>
<tr>
<th>Annual Salaries</th>
<th>$280,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Related Costs</td>
<td>$108,913.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$388,913.00</strong></td>
</tr>
</tbody>
</table>

**Related Costs Itemized**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Social Security (7.65%)</td>
<td>$21,420.00</td>
</tr>
<tr>
<td>NH Retirement</td>
<td>$22,593.00</td>
</tr>
<tr>
<td>Insurance*</td>
<td>$43,700</td>
</tr>
<tr>
<td>Travel</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Professional Books</td>
<td>$300.00</td>
</tr>
<tr>
<td>Professional Dues</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Workshops</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Phones</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>Advertising</td>
<td>$200.00</td>
</tr>
<tr>
<td>Postage</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Copier</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Software Fees</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Supplies</td>
<td>$3,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$108,913.00</strong></td>
</tr>
</tbody>
</table>

**One-Time Costs**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furniture</td>
<td>$3,200</td>
</tr>
<tr>
<td>Computers</td>
<td>$4,100</td>
</tr>
<tr>
<td>Fixtures</td>
<td>$2,500</td>
</tr>
<tr>
<td>Software</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

*Health, Dental, Unemployment, Workers’ Compensation, Life, LTD*
VI Impact on Current SAU #44

The approved 2020 budget of SAU #44 is $1,309,005.43. Should the separation of Strafford from SAU #44 occur, the financial impact would be $398,892, which is Strafford’s portion of the budget, or 30.85% of the total budget.

The superintendent of SAU #44 has provided this committee with a proposed SAU structure, should the separation take place. In addition, he has provided an itemization of related costs, all of which are contained in the following charts.

a. Disposition of Assets

SAU #44 Superintendent Scott Reuning estimates the value of current assets held by the SAU at approximately $50,139, which includes office furniture and electronic equipment. If Strafford withdraws from SAU #44, the Planning Committee expects that the Strafford School District will be reimbursed, directly or indirectly for its proportionate share of the value of those assets which is 30.85% or $15,467.88.

b. Fund Balance

The total SAU #44 Fund Balance at this time is $228,952. The Strafford School District portion is $68,830.36. This is an asset for the Strafford School District.

c. Liabilities

The only existing financial liability which currently exists for the Strafford School District, if it forms an independent SAU, is the cost of accrued vacation pay for SAU employees. Strafford’s portion of this cost is estimated to be $15,500.
### d. Proposed SAU #44 Organizational Structure Option

#### Related Costs Itemized

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health, Dental, LTD, Life</td>
<td><strong>$186,226.23</strong></td>
</tr>
<tr>
<td>Fica</td>
<td><strong>$46,687.70</strong></td>
</tr>
<tr>
<td>Retirement</td>
<td><strong>$69,752.45</strong></td>
</tr>
<tr>
<td>Travel</td>
<td><strong>$6,300.00</strong></td>
</tr>
<tr>
<td>Retirement</td>
<td><strong>$1,000.00</strong></td>
</tr>
<tr>
<td>Professional Books</td>
<td><strong>$16,000.00</strong></td>
</tr>
<tr>
<td>Advertising</td>
<td><strong>$1,000.00</strong></td>
</tr>
<tr>
<td>Professional Dues</td>
<td><strong>$6,000.00</strong></td>
</tr>
<tr>
<td>Workshops/Conference</td>
<td><strong>$3,000.00</strong></td>
</tr>
<tr>
<td>Postage/Printing</td>
<td><strong>$7,000.00</strong></td>
</tr>
<tr>
<td>Supplies</td>
<td><strong>$7,725.00</strong></td>
</tr>
<tr>
<td>Annual Software Support</td>
<td><strong>$32,600.00</strong></td>
</tr>
<tr>
<td>Cleaning Service</td>
<td><strong>$5,200.00</strong></td>
</tr>
<tr>
<td>Property Insurance</td>
<td><strong>$7,000.00</strong></td>
</tr>
<tr>
<td>Telephone</td>
<td><strong>$6,700.00</strong></td>
</tr>
<tr>
<td>Electricity/Heat</td>
<td><strong>$6,800.00</strong></td>
</tr>
<tr>
<td>Rent</td>
<td><strong>$48,900.00</strong></td>
</tr>
<tr>
<td>Computer/Copier/Fax</td>
<td><strong>$5,265.00</strong></td>
</tr>
<tr>
<td>Rubbish removal</td>
<td><strong>$500.00</strong></td>
</tr>
<tr>
<td>Security System</td>
<td><strong>$1,800.00</strong></td>
</tr>
<tr>
<td>Replace comp eq.</td>
<td><strong>$1,200.00</strong></td>
</tr>
<tr>
<td>Internet</td>
<td><strong>$1,000.00</strong></td>
</tr>
<tr>
<td>Staff Development printing</td>
<td><strong>$1,250.00</strong></td>
</tr>
<tr>
<td>Software</td>
<td><strong>$175.00</strong></td>
</tr>
<tr>
<td>Workman's comp</td>
<td><strong>$4,000.00</strong></td>
</tr>
</tbody>
</table>

Total: **$473,081.38**

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### Position Salaries

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendent</td>
<td>$128,340.00</td>
</tr>
<tr>
<td>Student Services Director</td>
<td>$89,610.00</td>
</tr>
<tr>
<td>Asst. Student Services Director</td>
<td>$60,773.94</td>
</tr>
<tr>
<td>Business Administrator</td>
<td>$86,005.00</td>
</tr>
<tr>
<td>Admin Asst to Superintendent</td>
<td>$36,213.75</td>
</tr>
<tr>
<td>Accounting/Human Resources</td>
<td>$52,750.36</td>
</tr>
<tr>
<td>Bookkeeper</td>
<td>$33,218.78</td>
</tr>
<tr>
<td>Bookkeeper</td>
<td>$48,408.98</td>
</tr>
<tr>
<td>Special Education Secretary</td>
<td>$38,092.95</td>
</tr>
<tr>
<td>IT Technician</td>
<td>$26,883.00</td>
</tr>
<tr>
<td>Grant Administrator (FTE 4)</td>
<td>$10,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$610,296.75</strong></td>
</tr>
</tbody>
</table>

#### Annual Salaries

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendent</td>
<td><strong>$128,340.00</strong></td>
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<tr>
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</tr>
<tr>
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</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$610,296.75</strong></td>
</tr>
</tbody>
</table>

#### Total Related Costs

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health, Dental, LTD, Life</td>
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</tr>
<tr>
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<td><strong>$69,752.45</strong></td>
</tr>
<tr>
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<td><strong>$6,300.00</strong></td>
</tr>
<tr>
<td>Retirement</td>
<td><strong>$1,000.00</strong></td>
</tr>
<tr>
<td>Professional Books</td>
<td><strong>$16,000.00</strong></td>
</tr>
<tr>
<td>Advertising</td>
<td><strong>$1,000.00</strong></td>
</tr>
<tr>
<td>Professional Dues</td>
<td><strong>$6,000.00</strong></td>
</tr>
<tr>
<td>Workshops/Conference</td>
<td><strong>$3,000.00</strong></td>
</tr>
<tr>
<td>Postage/Printing</td>
<td><strong>$7,000.00</strong></td>
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</tr>
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<td>Annual Software Support</td>
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<td><strong>$6,800.00</strong></td>
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<td>Rubbish removal</td>
<td><strong>$500.00</strong></td>
</tr>
<tr>
<td>Security System</td>
<td><strong>$1,800.00</strong></td>
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<td>Replace comp eq.</td>
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<td><strong>$1,000.00</strong></td>
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<td>Software</td>
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</tr>
<tr>
<td>Workman's comp</td>
<td><strong>$4,000.00</strong></td>
</tr>
</tbody>
</table>

Total: **$473,081.38**

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*Health, Dental, LTD, Life*
Financial Impact

The cost of the proposed new SAU #44 structure prepared by the superintendent totals $1,083,378.13, which is a decrease of $225,627.30 from the current approved budget of $1,309,005.43. As Strafford’s portion of the approved budget is $398,892, it appears that there will be a financial impact to SAU #44 of $173,264.70. The proposed new structure may require additional attention should the separation of Strafford from SAU #44 take place. Should the Strafford voters choose to separate from SAU #44 at the March 2020 school meeting, the effective date of said separation would be July 1, 2021. Subsequent to Town approval, the other school districts would be notified immediately.

Educational Impact

The Planning Committee concluded that student performance seems most closely linked to factors that are fully within the domain of a particular school’s principal and teaching staff, and are unrelated to the SAU. The Planning Committee found that individual schools in SAU #44 have significant independence and autonomy with respect to decisions about curriculum and corrective measures aimed at improving learning. Because of this independence and autonomy, the Planning Committee expects Strafford’s departure from SAU #44 will have no adverse impact on the educational performance of the remaining school districts, while it should have a positive effect on the performance of Strafford Elementary School given the more intimate relationship with the proposed Strafford model between administration and the student population.

Based upon careful consideration of the preceding information, the following findings/observations are offered:
**Proposed Independent Strafford School Administrative Unit**

### Advantages (+)

- Allows full governance over SAU services by Strafford voters and their representatives - Strafford School Board

Strafford Student Services Director focused solely on Strafford school, which provides for a more comprehensive understanding of students and direct supervision of special education staff allowing assistant principal to focus on student behavioral issues

- Provides school-based staff and student body full and complete immediate access to all SAU services

- Level and quality of access to all administrative functions would be enhanced by the proximity and efficient utilization of the proposed SAU office space; an existing 1800 sq ft fully-equipped office structure located on the Strafford School property

- Long-term potential savings in rental and related expenses

- Reduced complexity of our current structure which allows administration to focus on continuum of Strafford student body through their educational career

- All of Strafford’s SAU budget is targeted solely for the benefit of Strafford students

### Disadvantages (-)

- The need to run inter-office mail is eliminated with all staff on site

- Communication is substantially improved

- IT Director on site to handle all technology issues at the school and the SAU Office

- Sharing of equipment if Main Office or SAU Office experience equipment failure

- Simplified and streamlined single-district grant management and document submission related to IDEA grant

- Cost and time savings in travel to and from the SAU office

- Annual SAU operating costs may increase at some point in the future

- Any unforeseen one-time start-up costs that may be associated with becoming an independent SAU
VII Conclusion

The SAU Planning Committee met frequently from April to October, 2019. During that time, the committee conducted a comprehensive examination of relevant documents provided by the New Hampshire Department of Education. The committee carefully reviewed successful single school district approved withdrawal studies, budgets from our focused districts, single district organizational structures, enrollment projections, and other pertinent information. The Committee elicited insightful information from successful single district School Administrative Units, along with in-person and phone interviews from key personnel. The Committee hosted an informative meeting with the Chester Board Chair to gain a board and community member perspective of the Chester School District’s successful transition from a member of a multi-district SAU to an independent SAU.

The Strafford School District is fortunate to own an 1800 square foot office building on the School District property. In addition, the associated utility costs of this building are currently included in the Strafford School District’s local operating budget, so no additional cost would be incurred for utilities. The facility is currently underutilized and would provide more than adequate space for an independent Strafford SAU office. This asset will allow the Strafford School District to create a single district School Administrative Unit with less additional costs than most districts the Committee studied.

The Strafford School District recently decided to house its preschool students within the Strafford School. Included in the Strafford Preschool budget is $20,000 for a part-time Preschool Coordinator. Currently, the Strafford School District budgets approximately $10,000 related to the cost of two staff members sharing the responsibilities associated with being the LEA representatives at our special education meetings. The total $30,000 cost, detailed above, would be eliminated by employing our own Student Service Director in our district, who would take on these responsibilities. The committee has carefully reviewed the many advantages of having a full-time Student Service Director working solely for the Strafford School District, focusing only on Strafford students, and exclusively managing Strafford IDEA Grants. If Strafford were to stay in SAU #44, this desired change would not take place unless all districts were to choose to employ their own Student Service Director, which at this time is highly unlikely.

After careful consideration and countless hours spent on research, the committee has determined becoming an independent SAU would be in the best interest of Strafford students and the Strafford community. Financially, the cost is just below the current the Strafford School District portion of the SAU #44 2020 budget. The projected savings to the district of employing a Strafford Student Service Director, would increase the savings. However, the committee concluded the financial savings was an added bonus and not the greatest benefit to becoming an independent SAU. Autonomy/local control regarding the appropriations of the Strafford communities’ resources, and having administrators, whose sole focus is to create the best educational experience for the students of Strafford School are paramount to any financial
savings which may occur. An analogy which has been discussed within our community is the comparison of a single district SAU to that of a parent of an only child. The parent, the SAU, will focus its undivided attention and resources on this child, the Strafford School District, and make sure it receives all the benefits one could expect of this type of singular focus. The Community and Strafford children deserve nothing less. It is for these reasons the Strafford School District SAU Planning Committee recommends forming an independent School Administrative Unit.
We, the undersigned, as members of the Strafford SAU Planning Committee, are recommending the withdrawal of the Strafford School District from SAU #44. Submission date is October 30, 2019.

Proposal for the establishment of Independent
Strafford School Administrative Unit

Debbi Hinrichsen - Acting School Board Chair

Kerry McMahon - Strafford School Board

Eric Almanzan - Committee Member

Donald Clifford - Committee Member

Donald Coker - Committee Member

Denise Rainey - Committee Member

Tanya Rich - Committee Member

Misty Lowe - School Board Member (Alternate)
Appendix
**Strafford Planning Committee Members**

Scott Reuning  Superintendent
Debbi Hinrichsen  School Board Member
Misty Lowe  School Board Member(Alternate)
Kerry McMahon  School Board Member
Eric Almanzan  Community Member
Donald Clifford  Community Member
Donald Coker  Community Member
Denise Rainey  Community Member
Tanya Rich  Community Member
**Strafford SAU Planning Committee Timeline**

**March 9, 2019** - Community approves Warrant Article 03 to create the SAU Planning Committee to study the advisability of the withdrawal of the Strafford School District from SAU #44 at the Strafford School District meeting.

**April 7, 2019** - Strafford School District Moderator, Kurt Wuelper, finalizes planning committee appointments.

**April - October, 2019** - SAU Planning Committee meets 13 times to review and discuss research, data, budgets, interviews, and other pertinent information.

**October 15, 2019** - The Planning Committee submits the report to the board chairpeople of Northwood and Nottingham, and posts notice for a public hearing in all SAU #44 communities.

**October 29, 2019** - The Planning Committee holds a Public Hearing for the completed report, and holds a vote of the committee members as to the advisability of moving forward.

**November 1, 2019** - If deemed advisable, the Planning Committee submits the report to the State Board of Education for review.

**January/February, 2020** - Strafford School District Public Budget Hearing—all District warrant articles are presented and discussed.

**March, 2020** - If recommended by the State Board of Education, the plan will be voted on at the Strafford School District meeting. If the Warrant Article is approved by the community, the SAU #44 school districts would be immediately notified.

**July 1, 2020** - A Strafford SAU Transition Committee would be created to recruit staff for the new SAU and prepare for a smooth and seamless transition.

**July 1, 2021** - The Strafford School would become an independent SAU.
Public Hearing Statement

At the March 9, 2019 Strafford School Annual Meeting, the voters of Strafford passed Warrant Article 03 - To create SAU 44 study committee relative to withdrawal, which reads in full: “Shall the Strafford School district vote, pursuant to RSA 194-C:2, 1, to create an SAU Planning Committee to study the advisability of the withdrawal of the Strafford School District from SAU 44 in accordance with the provisions of RSA 194-C: 2, 1”.

According to the mandate of the voters of Strafford, the committee was formed. By open invitation, members of the community submitted letters of interest to Moderator Kurt Wuelper, who reviewed the letters and appointed the following committee members: Donald Coker, Donald Clifford, Tanya Rich, Eric Almanzan, Denise Rainey, along with school board members, Debbi Hinrichsen, Kerry McMahon, and Misty Lowe (Alternate). The first meeting was held in April 2019, and regular meetings have been held monthly/weekly since that time.

Based upon Warrant Article 03, the committee has pursued inquiry and investigation relative to the advisability of becoming an independent SAU, apart from SAU 44. In recent years many districts have undertaken and successfully achieved independent SAU status. The districts this committee has focused its attention on are districts similar in size and demographics: Alton, Barnstead, Chester, Fremont, and Gilmanton. All of these school districts have managed their separations from multi-district SAU’s successfully, and have provided valuable information to the Strafford Planning Committee.

The primary focus of the Strafford Planning Committee’s research has focused on local control, and all the benefits associated with becoming an independent SAU. Every community has its own unique characteristics which are specific to the people who make up the community. This is a critical factor which can define the great success of the communities which have undertaken this process. What became apparent through the inquiry was the strong continuity of relationships between the parents, students, school staff, and the administrators. Because the superintendent’s sole focus is one school, the relationships are significantly more intimate and available. In Strafford’s case, with the proposed SAU office space being on the Strafford School property, the superintendent will have daily access to interaction with the students and teachers. This will be a tremendous benefit.

Should Strafford voters choose to establish an independent SAU, the administrative team would be solely focused on our school and our students. This would improve timeliness and accuracy in reporting and grant submission. This team would provide targeted focus of our dollars to maximize educational benefits for our students.

As our current school board has expressed frustration in being out-voted, giving Strafford less of a voice and vote under our current structure, becoming independent will allow for our
community to be in direct and sole control of the decision-making as it relates to our students, and the decisions that directly impact our school.

There does not appear to be a down-side to this committee’s research on becoming an independent SAU.
November 15, 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. At the October Board of Education meeting, the Board asked the Committee to revise the SAU 55 Withdrawal Plan which had been submitted in order to further address liabilities. On November 5, 2019, the Committee submitted that revised plan. This letter is to briefly respond to correspondence from counsel for the Hampstead School District (“HSD”), dated November 11, 2019.

We are pleased that the HSD agrees that the Board recommend adoption of the resubmitted Plan, but object to the HSD’s request that the Board “modify” that recommendation in any way. This resubmitted Plan complies with the requirements of RSA 194-C:2 and RSA 194-C:4. Admittedly, this is not the “Hampstead Proposed Plan,” which is not surprising as the HSD did not go through the process to form a withdrawal committee, study withdrawal, and develop a plan. Simply put, this Plan addresses SAU liabilities as required by the statute and as requested by the Board at the October meeting. As noted by counsel for HSD, the Board does not have veto power over the Plan. Although the HSD may

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1 We note that the HSD’s “proposal” goes far beyond the objections the HSD originally made at the October Board meeting.
November 15, 2019
Page 2

not agree how the Plan addresses liabilities, the HSD, likewise, does not have veto power over
the Plan.\textsuperscript{2} Asking the Board to make the requested “modified” recommendation carries a
negative connotation which is akin to the HSD asking the Board to make a finding against the
merits of the Plan. Such a “modified” recommendation is not justified in this withdrawal
process.

The Committee has requested to be placed on the Board’s November agenda and looks
forward to addressing any questions the Board may have at that time.

Sincerely,

\begin{center}
\includegraphics[width=0.2\textwidth]{signature.png}
\end{center}
Sarah S. Murdough

SSM/sib
Cc: Kim Farah, Chair, Timberlane Regional School District SAU 55 Withdrawal Planning
Committee
Dean Eggert, Esq. (via email)
Angela Adams (via email)

\textsuperscript{2} There is no statutory requirement that the Plan speculate as to “possible” liabilities as submitted by the HSD.
November 6, 2019

VIA EMAIL CORRESPONDENCE: angela.adams@doe.nh.gov

New Hampshire Board of Education
c/o Angela M. Adams, Executive Assistant
Office of the Commissioner
101 Pleasant Street
Concord, NH 03301

Re: SAU 55 Withdrawal Plan

Dear Ms. Adams:

As you may recall, at the October Board of Education meeting, the Board asked the Timberlane Regional School District SAU 55 Withdrawal Committee to revise the Withdrawal Plan which had been submitted in order to further address liabilities. On behalf of the Committee, I enclose the following:

- For ease of reference by Board members, we separately enclose the section of the resubmitted Plan entitled “Disposition of SAU 55 Assets and Liabilities,” showing the revisions made to the Committee’s original submission in response to the Board’s request.

- A copy of the entire SAU 55 Withdrawal Plan, resubmitted per RSA 194-C:2, IV (f), which reflects the following revisions per the Board’s request:
  - the above-noted revised section entitled: “Disposition of SAU 55 Assets and Liabilities” which begins on page 13;
  - A new signature page at page 25 as the Committee re-voted (as noted on page 24) to approve the resubmitted Plan as revised;
  - The addition of one document to the Appendix, as referenced on page 26 of the resubmitted Plan, and which is contained on page 134 of the Appendix.

We respectfully request that this matter be placed on the agenda for the Board of Education’s November 21, 2019 meeting. As this resubmitted Plan complies with the requirements of RSA 194-C:2 and RSA 194-C:4, we also respectfully request that the Board return the Plan with a recommendation for its adoption pursuant to RSA 194-C:2, IV(f).
If you have any questions, please do not hesitate to contact me.

Sincerely,

Sarah S. Murdough

SSM/sib
Enclosure

cc: Dr. Kimberly Farah, SAU 55 Withdrawal Planning Committee Chair
Dean Eggert, Esquire (Counsel for Hampstead School District, via email deggert@wadleighlaw.com)
SAU 55 (via email c/o Catherine Belcher: Catherine.Belcher@sau55.net)
Jill Perlow, Esquire (via email: jill.perlow@doj.nh.gov)
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.


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.

<table>
<thead>
<tr>
<th>2018 TRSD Enrollment by Grade Oct 2018</th>
<th>Total 3,464</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preschool</td>
<td>134</td>
</tr>
<tr>
<td>Kindergarten</td>
<td>219</td>
</tr>
<tr>
<td>Elementary</td>
<td>1,202</td>
</tr>
<tr>
<td>Middle</td>
<td>809</td>
</tr>
<tr>
<td>High</td>
<td>1,100</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>2018 HSD Enrollment by Grade Oct 2018</th>
<th>Total 1330</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preschool</td>
<td>35</td>
</tr>
<tr>
<td>Kindergarten</td>
<td>74</td>
</tr>
<tr>
<td>Elementary</td>
<td>359</td>
</tr>
<tr>
<td>Middle</td>
<td>382</td>
</tr>
<tr>
<td>High</td>
<td>480</td>
</tr>
</tbody>
</table>

District Fall Enrollment Data As of October 1, 2018: [https://www.education.nh.gov/data/attendance.htm](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 (+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.

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

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

<table>
<thead>
<tr>
<th>Current SAU 55</th>
<th>Single District SAU</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Multi District Governance Board</strong></td>
<td><strong>Single District Governance Board</strong></td>
</tr>
<tr>
<td>➢ Two school districts, 14 committee members - TRSD with 9 members and</td>
<td>➢ One school district, 9 TRSD committee members</td>
</tr>
<tr>
<td>Hampstead with 5 members</td>
<td>➢ 1 board is required to meet regularly</td>
</tr>
<tr>
<td>➢ 3 boards are required to meet regularly (one for each district plus one</td>
<td>➢ No SAU meetings required</td>
</tr>
<tr>
<td>for the SAU)</td>
<td></td>
</tr>
<tr>
<td>➢ Board members must attend meetings of both their board and the SAU board.</td>
<td></td>
</tr>
<tr>
<td>In addition, both boards may have subcommittees.</td>
<td></td>
</tr>
<tr>
<td>➢ SAU meeting requires 8 out of 9 TRSB members to attend for a quorum if</td>
<td></td>
</tr>
<tr>
<td>Hampstead is unable to meet.</td>
<td></td>
</tr>
<tr>
<td><strong>Current SAU 55</strong></td>
<td><strong>Single District SAU</strong></td>
</tr>
<tr>
<td>-------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>14 SAU staff members</td>
<td>12 SAU staff members</td>
</tr>
<tr>
<td>➢ The Superintendent, Human Resources Director and Business Administrator provide services to both districts</td>
<td>➢ The Superintendent, Human Resources Director and Business Administrator will provide services solely to TRSD</td>
</tr>
<tr>
<td>➢ The Assistant Superintendent provides services predominantly to Hampstead</td>
<td>➢ The Assistant Superintendent will provide services solely to TRSD</td>
</tr>
<tr>
<td>➢ The SAU board approves the hiring of the above 4 positions</td>
<td>➢ TRSD would be directly responsible for the hiring of the above 4 positions.</td>
</tr>
<tr>
<td>➢ The support staff provides services to both districts.</td>
<td>➢ The support staff would provide services solely to TRSD.</td>
</tr>
<tr>
<td><strong>The Superintendent oversees two districts</strong></td>
<td><strong>The Superintendent oversees one district</strong></td>
</tr>
<tr>
<td>➢ 9 schools total - TRSD has 7 and Hampstead has 2</td>
<td>➢ 7 schools for TRSD only</td>
</tr>
<tr>
<td>➢ Superintendent availability and focus spread between two districts with additional responsibilities to Pinkerton Academy to support Hampstead’s high school students</td>
<td>➢ Increased visibility of the Superintendent with availability and focus solely on TRSD</td>
</tr>
<tr>
<td><strong>Requires engagement of 3 lawyers</strong></td>
<td><strong>Requires engagement of 1 lawyer</strong></td>
</tr>
<tr>
<td>➢ SAU legal counsel</td>
<td>➢ TRSD legal counsel</td>
</tr>
<tr>
<td>➢ TRSD legal counsel</td>
<td></td>
</tr>
<tr>
<td>➢ Hampstead legal counsel</td>
<td></td>
</tr>
<tr>
<td><strong>Requires 3 Audits</strong></td>
<td><strong>Requires 1 Audit</strong></td>
</tr>
<tr>
<td>➢ The SAU, Hampstead, and TRSD each require their own audit</td>
<td>➢ TRSD would require one audit with SAU services built into its budget</td>
</tr>
<tr>
<td>➢ Recent TRSD audits have been late with reported significant deficiencies and material weaknesses in internal controls</td>
<td>➢ Having business office responsible for one audit should result in more timely completion with fewer deficiencies</td>
</tr>
<tr>
<td><strong>Requires 3 budgets</strong></td>
<td><strong>Requires 1 budget</strong></td>
</tr>
<tr>
<td>➢ The SAU, TRSD, and Hampstead each require their own budget</td>
<td>➢ SAU services built into TRSD budget and subject to default calculations providing voters with more input and control over spending.</td>
</tr>
<tr>
<td>➢ 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</td>
<td>➢ Increased visibility of business manager, streamlined budgeting process and communication</td>
</tr>
<tr>
<td>➢ Business manager must attend 3 different budgeting sessions for each budget</td>
<td></td>
</tr>
</tbody>
</table>
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 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 (cost of approximately $8,790 in July 2018 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. Any pension liabilities follow the employees and will be the sole responsibility of the employees’ employer.
The Committee identified certain additional long-term liabilities not due and payable in the current period in the following categories: compensated absence, sick leave, vacation leave, and retirement incentive. These are collectively referred to herein as “post-employment liabilities.”

As of September 27, 2019, Timberlane’s portion of the maximum liability for each category of these “post-employment liabilities” was estimated to be:

Compensated Absence: $22,072;
Sick Leave: $49,807;
Vacation Leave: $79,620; and
Retirement Incentive: $72,110

(See Executive Summary-SAU Post-Employment Liabilities (dated September 27, 2019) in appendix.)

SAU 55 also pays certain amounts directly to qualifying retirees on an annual basis to subsidize their insurance costs. These are referred to herein as “insurance subsidy (direct payment)”. The amount paid in 2018-19 for insurance subsidy (direct payment) was $8,250. (For illustrative purposes, amounts paid for years 2016-17 & 2017-18 are set forth at page 133 in the appendix.) TRSD shall, on an annual basis, pay its portion of post-employment liabilities and insurance subsidy (direct payment) as calculated and due and payable on the date of withdrawal (July 1, 2021) for any current and past employees of SAU 55 until those liabilities expire. Post-employment liabilities shall be based on the pay rate at the time of withdrawal. The amount of TRSD’s portion will be determined using the apportionment for each district as calculated for the 2020-2021 budget year.

To the extent there are additional unknown or undefined liabilities of SAU 55, which are later identified and agreed upon by HSD and TRDS, the Committee anticipates that HSD and TRSD will share responsibility for those liabilities according to the apportionment for each district as calculated for the 2020-2021 budget year.
SAU 55 currently leases space from TRSD by a Lease Agreement through June 30, 2022. By motion passed by the TRSB, should the TRSD voters adopt the Plan, the TRSD shall provide the requisite notice to terminate such lease so as to avoid any continued lease obligations of HSD after the date of withdrawal.

**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:**

<table>
<thead>
<tr>
<th>SAU Position</th>
<th>Department</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendent</td>
<td>SAU Professional Staff</td>
<td>$164,897</td>
</tr>
<tr>
<td>Assistant Superintendent</td>
<td>SAU Professional Staff</td>
<td>$134,000</td>
</tr>
<tr>
<td>Business Administrator</td>
<td>SAU Professional Staff</td>
<td>$122,000</td>
</tr>
<tr>
<td>Human Resources Director</td>
<td>SAU Professional Staff</td>
<td>$90,000</td>
</tr>
<tr>
<td>Business Operations Coordinator</td>
<td>SAU Operations and Transportation</td>
<td>$92,000</td>
</tr>
<tr>
<td>Transportation Coordinator</td>
<td>SAU Operations and Transportation</td>
<td>$58,000</td>
</tr>
<tr>
<td>Chief Executive Admin Assistant to</td>
<td>SAU Support Staff</td>
<td>$64,000</td>
</tr>
<tr>
<td>Superintendent</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Executive Assistant to BA</td>
<td>SAU Support Staff</td>
<td>$56,657</td>
</tr>
<tr>
<td>Administrative Assistant-Business/Payroll</td>
<td>SAU Support Staff</td>
<td>$45,318</td>
</tr>
<tr>
<td>TRSD Position</td>
<td>Department</td>
<td>Salary</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>Administrative Assistant A/P</td>
<td>SAU Support Staff</td>
<td>$44,282</td>
</tr>
<tr>
<td>Human Resources Generalist</td>
<td>SAU Support Staff</td>
<td>$42,669</td>
</tr>
<tr>
<td>Human Resources Coordinator</td>
<td>SAU Support Staff</td>
<td>$44,808</td>
</tr>
<tr>
<td>Administrative Assistance HR</td>
<td>SAU Support Staff</td>
<td>$41,205</td>
</tr>
<tr>
<td>Receptionist</td>
<td>SAU Support Staff</td>
<td>$21,631</td>
</tr>
<tr>
<td>Executive Director Assessment and Accountability</td>
<td>TRSD Curriculum, Assessment, and Professional Learning</td>
<td>117,420</td>
</tr>
<tr>
<td>Director of Curriculum and Professional Learning</td>
<td>TRSD Curriculum, Assessment, and Professional Learning</td>
<td>109,000</td>
</tr>
<tr>
<td>Director Pupil Personnel Services/SPED</td>
<td>TRSD District Departments</td>
<td>120,000</td>
</tr>
<tr>
<td>Student Services Coordinator</td>
<td>TRSD District Departments</td>
<td>92,700</td>
</tr>
<tr>
<td>District Facilities Supervisor</td>
<td>TRSD District Departments</td>
<td>65,894</td>
</tr>
<tr>
<td>Director of Technology</td>
<td>TRSD District Departments</td>
<td>113,940</td>
</tr>
<tr>
<td>Technology Integration Coordinator</td>
<td>TRSD District Departments</td>
<td>93,730</td>
</tr>
<tr>
<td>Food Services Director</td>
<td>TRSD District Departments</td>
<td>Vendor</td>
</tr>
<tr>
<td>Athletics Director</td>
<td>TRSD District Departments</td>
<td>114,000</td>
</tr>
<tr>
<td>Music Director</td>
<td>TRSD District Departments</td>
<td>112,000</td>
</tr>
</tbody>
</table>

**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:

<table>
<thead>
<tr>
<th>Administrative Duties of the Superintendent pursuant to RSA 194-C:4.II.a-r</th>
<th>Provided by: Superintendent and personnel as listed below</th>
</tr>
</thead>
<tbody>
<tr>
<td>(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.</td>
<td>Business Administrator and all direct reports</td>
</tr>
<tr>
<td>(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.</td>
<td>Human Resources Department</td>
</tr>
<tr>
<td>(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.</td>
<td>Office of Assistant Superintendent Building level administration</td>
</tr>
<tr>
<td>(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.</td>
<td>Office of Assistant Superintendent Special Education Department</td>
</tr>
<tr>
<td>(e) Pupil achievement assessment through grading and state and national assessment procedures and the methods of assessment to be used.</td>
<td>Office of Assistant Superintendent Building level administration</td>
</tr>
<tr>
<td>(f) The ongoing assessment of district needs relating to student population, program facilities and regulations.</td>
<td>Office of Assistant Superintendent Building level administration</td>
</tr>
<tr>
<td>(g) Writing, receiving, disbursement, and the meeting of all federal, state, and local compliance requirements.</td>
<td>Business Administrator and all direct reports</td>
</tr>
</tbody>
</table>
(h) Oversight of the provision of insurance, appropriate hearings, litigation, and court issues. | Human Resources Department
---|---
(i) School board operations and the relationship between the board and the district administration. | Executive Assistant to Superintendent
(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. | Building Administration Special Ed Department Facilities Department
(k) Assignment, usage, and maintenance of administrative and school facilities. | Building level administration Facilities Department
(l) Designation of number, grade or age levels and, as applicable, other information about students to be served. | Office of Assistant Superintendent
(m) Pupil governance and discipline, including age-appropriate due process procedures. | Office of Assistant Superintendent Building Administration
(n) Administrative staffing | Superintendent
(o) Pupil transportation | Transportation Coordinator
(p) Annual budget, inclusive of all sources of funding | Business Administrator
(q) School calendar arrangements and the number and duration of days pupils are to be served pursuant to RSA 189:1 | Office of Assistant Superintendent
(r) Identification of consultants to be used for various services | Office of Assistant Superintendent Special Education Department


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**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

<table>
<thead>
<tr>
<th>Proposed SAU Budget 2021-2022</th>
<th>2019-20 (budgeted)</th>
<th>Single District SAU - TRSD</th>
<th>Difference between 2 and 1 district SAU</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Salaries SUBTOTALS</td>
<td></td>
<td>$485,000</td>
<td></td>
<td>Reduced Super Salary, Asst Super paid by TRSD, Reduction in Compensatory Time</td>
</tr>
<tr>
<td>Support Salaries SUBTOTALS</td>
<td></td>
<td>$276,696</td>
<td></td>
<td>Reduced headcount from 7.5 to 5.5</td>
</tr>
<tr>
<td>SALARIES TOTALS</td>
<td>$1,069,598</td>
<td>$761,696</td>
<td>$307,902</td>
<td></td>
</tr>
</tbody>
</table>

### 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

<table>
<thead>
<tr>
<th></th>
<th>2019-20 (budgeted)</th>
<th>Single District SAU - TRSD</th>
<th>Difference between 2 and 1 district SAU</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>- Sick Leave Redemption</td>
<td>$4,700</td>
<td>$3,000</td>
<td>$1,700</td>
<td></td>
</tr>
<tr>
<td>- Employee Retirement</td>
<td>$125,377</td>
<td>$90,000</td>
<td>$35,377</td>
<td>Assume 23% savings</td>
</tr>
<tr>
<td>- Social Security</td>
<td>$86,479</td>
<td>$60,000</td>
<td>$26,479</td>
<td></td>
</tr>
<tr>
<td>- Unemployment</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>- Workers' Compensation</td>
<td>$3,920</td>
<td>$1,000</td>
<td>$2,920</td>
<td></td>
</tr>
<tr>
<td>- Other Employee Benefits</td>
<td>$110,000</td>
<td>$25,000</td>
<td>$85,000</td>
<td></td>
</tr>
<tr>
<td>- Federal Projects</td>
<td>$1</td>
<td>$1</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td><strong>SUBTOTALS</strong></td>
<td><strong>$1,042,026</strong></td>
<td><strong>$665,101</strong></td>
<td><strong>$376,925</strong></td>
<td></td>
</tr>
</tbody>
</table>

**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. On November 4, 2019, the TRSD SAU 55 Withdrawal Planning Committee voted (6-0, Farah, Hughes, Kiszka, Silva, Steele, Sherwood-yes, Alberg (absent)) to adopt the Plan with revisions that addressed disposition of liabilities, as requested by the Board of Education on October 10, 2019.

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 Study 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
Executive Summary SAU Post-Employment Liabilities

Other Documents Provided During Withdrawal Planning

Please refer to the following website for other documents:

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

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 nonvoting 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.

(I) 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 ¾ 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 ¾ 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 (e). 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:

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“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 ¾ 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 ½ 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 ⅗ 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 ⅗ 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 % 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 % 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


Paragraph VI: Chapter 287:1 substituted “hold at least one public hearing no less than 14 days prior” for “hold public hearing at least 40 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 45, 63.

Westlaw Topic

Westlaw Topic No. 345.

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, 301, 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.
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


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.
194–C:4

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

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

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

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

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**


**LIBRARY REFERENCES**

West Key Number

Schools ◄45, 63.

Westlaw Topic

Westlaw Topic No. 345.

CJS


**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.

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

**HISTORY**


**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.

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.

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, provided each school district within the school administrative unit complies with the petition procedure set forth in RSA 197:6.

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.
unit budget adopted according to RSA 194–C:9, it 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. 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.

**APPENDIX**
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<tr>
<th>Monday Week</th>
<th>Milestone</th>
<th>Actual Date</th>
<th>RSA Guidelines</th>
<th>Notes / Outcome</th>
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<td>Voting Day</td>
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<td>New School Board</td>
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<td>29-Apr</td>
<td>Committee Meeting</td>
<td>May 1 (Wednesday)</td>
<td>Must happen within 30 days of New School Board</td>
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<td>6-May</td>
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19 **APPENDIX**
SAU Withdrawal Links

Ashland SAU#2

Auburn SAU#15

Cornish SAU#6

Goshen SAU#71

Hinsdale SAU#38

Newport SAU#43
http://www.sau43.org/home/newport-school-district-withdrawal-study

Madison SAU#13

Monadnock SAU#38
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 or 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

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*According to DOE enrollment data from Oct 2018
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# SAU Actual Spend Over Time

(Budgeted)

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Top 3 Admin Salaries of 10 Largest SAU's
(Superintendent, Asst. Super, Business Administrator)
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<th>SAUName</th>
<th>Super's Salary</th>
<th>Asst. Super</th>
<th>Bus. Admin</th>
<th>Top 3 Salary</th>
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<th>Teachers' Avg Salary</th>
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<td># Students</td>
<td>Teachers' Avg Salary</td>
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### S.A.U. NO. 55 BUDGET

#### OPERATING EXPENSES (cont'd)

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#### EXPENDITURE SUMMARY

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**TOTALS**

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**S.A.U. NO. 55 BUDGET**

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12/29/2018
### SAU 55 2015-2016 Salaries

#### Administration

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**Support**

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## SAU 55 2016-2017 Salaries

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### 2017-2018 Salaries

#### Administration

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<tr>
<td>INCENTIVE</td>
<td>EXTRA HOURS</td>
<td>SRVC RECOG</td>
<td>VACATION BUYOUT</td>
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<tr>
<td>Assistant Superintendent $131,000</td>
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<tr>
<td>Business Operations Coordinator $90,000</td>
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<td>CFO/Administrator $120,000</td>
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<tr>
<td>Superintendent $159,707</td>
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<td><strong>TOTAL</strong></td>
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<tr>
<td>INCENTIVE</td>
<td>EXTRA HOURS</td>
<td>SRVC RECOG</td>
<td>VACATION BUYOUT</td>
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<td><strong>Total</strong></td>
<td><strong>$ 339,237</strong></td>
<td><strong>$ 31,896.00</strong></td>
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*amount pro-rated

**APPENDIX**
## SAU 55 2018-2019 Salaries

### Administration

<table>
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<tr>
<th>Assignment</th>
<th>2018-2019</th>
<th>PERFORMANCE</th>
<th>ADDITIONAL</th>
<th>TOTAL SALARIES &amp; ADDITIONAL</th>
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<tbody>
<tr>
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<td>$134,000</td>
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<td>-</td>
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<td>-</td>
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<td>-</td>
<td>$669.23 $58,669.23</td>
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<td>$14,092.12 $78,083.12</td>
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<td>-</td>
<td>1,821.13</td>
<td>$1,821.13 $58,478.20</td>
</tr>
<tr>
<td>Human Resources Coordinator</td>
<td>$42,661</td>
<td>-</td>
<td>3,035.48</td>
<td>$3,035.48 $45,696.48</td>
</tr>
<tr>
<td>Human Resources Generalist</td>
<td>$44,808</td>
<td>-</td>
<td>1,304.91</td>
<td>$1,304.91 $46,113.81</td>
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<tr>
<td>NEW SUPPORT POSITION</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<tr>
<td>Receptionist (salary 50/50 SAU/TRSD)</td>
<td>$21,631</td>
<td>-</td>
<td>39.60</td>
<td>$39.60 $21,670.60</td>
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<tr>
<td>SUBSTITUTES</td>
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<td>-</td>
<td>23,510.44</td>
<td>$25,820.44 $386,371.94</td>
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<td>$8,828.28</td>
<td>$23,510.44</td>
<td>$1,638.00</td>
<td>$215,715 $1,854,163</td>
</tr>
</tbody>
</table>

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

### Support

<table>
<thead>
<tr>
<th>Assignment</th>
<th>2018-2019</th>
<th>PERFORMANCE</th>
<th>ADDITIONAL</th>
<th>TOTAL SALARIES &amp; ADDITIONAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFO/BA</td>
<td>$56,657</td>
<td>-</td>
<td>1,821.13</td>
<td>$1,821.13 $58,478.20</td>
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<tr>
<td>Human Resources Coordinator</td>
<td>$42,661</td>
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<td>3,035.48</td>
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<tr>
<td>Human Resources Generalist</td>
<td>$44,808</td>
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<td>$1,304.91 $46,113.81</td>
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<tr>
<td>NEW SUPPORT POSITION</td>
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<td>-</td>
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<tr>
<td>Receptionist (salary 50/50 SAU/TRSD)</td>
<td>$21,631</td>
<td>-</td>
<td>39.60</td>
<td>$39.60 $21,670.60</td>
</tr>
<tr>
<td>SUBSTITUTES</td>
<td>$360,551</td>
<td>-</td>
<td>23,510.44</td>
<td>$25,820.44 $386,371.94</td>
</tr>
<tr>
<td>$1,021,448</td>
<td>$8,828.28</td>
<td>$23,510.44</td>
<td>$1,638.00</td>
<td>$215,715 $1,854,163</td>
</tr>
</tbody>
</table>

*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

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Superintendent</td>
<td>8/31/2022</td>
<td>no</td>
<td>1.5% salary x exp; max 45% salary</td>
<td>max 40</td>
<td>no</td>
<td>no</td>
<td>4% max</td>
<td>$10,000</td>
<td>$2,400</td>
<td>as approved</td>
</tr>
<tr>
<td>Assistant Superintendent</td>
<td>6/30/2019</td>
<td>yes</td>
<td>1.5% salary x exp; max 45% salary</td>
<td>max 60</td>
<td>50% per diem; max 90 days</td>
<td>30% per diem; days &gt;90</td>
<td>no</td>
<td>3% salary</td>
<td>$1,600</td>
<td>$1,000 - shared</td>
</tr>
<tr>
<td>CFO/Business Administrator</td>
<td>6/30/2021</td>
<td>yes</td>
<td>1.5% salary x exp; max 45% salary</td>
<td>max 60</td>
<td>50% per diem; max 90 days</td>
<td>30% per diem; days &gt;90</td>
<td>4% max</td>
<td>3% salary</td>
<td>$1,000</td>
<td>$1,000 - shared</td>
</tr>
<tr>
<td>Director of Human Resources</td>
<td>6/30/2021</td>
<td>yes</td>
<td>1.5% salary x exp; max 45% salary</td>
<td>max 60</td>
<td>50% per diem; max 90 days</td>
<td>30% per diem; days &gt;90</td>
<td>no</td>
<td>3% salary</td>
<td>$1,000</td>
<td>$1,000 - shared</td>
</tr>
<tr>
<td>Business Operations Coordinator</td>
<td>6/30/2021</td>
<td>yes</td>
<td>1.5% salary x exp; max 45% salary</td>
<td>max 60</td>
<td>50% per diem; max 90 days</td>
<td>30% per diem; days &gt;90</td>
<td>no</td>
<td>3% salary</td>
<td>$2,400</td>
<td>$1,000 - shared</td>
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<td>1.5% salary x exp; max 45% salary</td>
<td>max 60</td>
<td>50% per diem; max 90 days</td>
<td>30% per diem; days &gt;90</td>
<td>no</td>
<td>3% salary</td>
<td>$400</td>
<td>$1,000 - shared</td>
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### Support

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</thead>
<tbody>
<tr>
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<td>6/30/2019</td>
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<td>1.5% salary x exp: max 45% salary</td>
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<td>$100 per day; max 90 days</td>
<td>$100 per day; days &gt;90</td>
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<tr>
<td>Administrative Assistant - Accounts Payable</td>
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<td>1.5% salary x exp: max 45% salary</td>
<td>max 20</td>
<td>$100 per day; max 90 days</td>
<td>$100 per day; days &gt;90</td>
</tr>
<tr>
<td>Administrative Assistant - Business/Payroll</td>
<td>6/30/2019</td>
<td>yes</td>
<td>1.5% salary x exp: max 45% salary</td>
<td>max 20</td>
<td>$100 per day; max 90 days</td>
<td>$100 per day; days &gt;90</td>
</tr>
<tr>
<td>Administrative Assistant - HR</td>
<td>6/30/2019</td>
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<td>1.5% salary x exp: max 45% salary</td>
<td>max 20</td>
<td>$100 per day; max 90 days</td>
<td>$100 per day; days &gt;90</td>
</tr>
<tr>
<td>Receptionist (salary 50/50 SAU/TRSD)</td>
<td>6/30/2019</td>
<td>yes</td>
<td>1.5% salary x exp: max 45% salary</td>
<td>max 20</td>
<td>$100 per day; max 90 days</td>
<td>$100 per day; days &gt;90</td>
</tr>
<tr>
<td>Executive Assistant to CFO/BA</td>
<td>6/30/2019</td>
<td>yes</td>
<td>1.5% salary x exp: max 45% salary</td>
<td>max 20</td>
<td>$100 per day; max 90 days</td>
<td>$100 per day; days &gt;90</td>
</tr>
<tr>
<td>Human Resources Generalist</td>
<td>6/30/2019</td>
<td>yes</td>
<td>1.5% salary x exp: max 45% salary</td>
<td>max 20</td>
<td>$100 per day; max 90 days</td>
<td>$100 per day; days &gt;90</td>
</tr>
<tr>
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<td>see benefit sheet</td>
<td>max 20</td>
<td>see benefit sheet</td>
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**benefit detail**
### SAU 55 Contractual Obligations

**Maximum Exposure estimated as of June 2019**

#### Administration

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</thead>
<tbody>
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#### Support

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<tbody>
<tr>
<td>Chief Executive Admin Assistant to the Superintendent</td>
<td>6/30/2019</td>
<td>yes</td>
<td>$28,800</td>
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<td>$1,500</td>
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<td>$1,500</td>
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<td>$9,000</td>
<td>$1,500</td>
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<td>$19,201</td>
<td>$3,282</td>
<td>$9,000</td>
<td>$1,500</td>
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</table>

**benefit detail values**

**APPENDIX**
### Budgetary Classification Detail - Other Employee Benefits

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>Sick Day Buyout</td>
<td>$66,427</td>
</tr>
<tr>
<td>Retirement Incentive</td>
<td>$84,896</td>
</tr>
<tr>
<td>Deferred Time Payable</td>
<td>$106,840</td>
</tr>
<tr>
<td>Vacation Time Payable</td>
<td>$104,930</td>
</tr>
</tbody>
</table>

**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.

example: 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.
## Budgetary Classification Detail - Contracted Services

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Benefits Strategies</td>
<td>$0</td>
</tr>
<tr>
<td>Recruiting / Online Advertising</td>
<td>$3,371</td>
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<tr>
<td>Survey Monkey</td>
<td>$325</td>
</tr>
<tr>
<td>District Courier</td>
<td>$17,000</td>
</tr>
<tr>
<td>SAU Meeting Videographer</td>
<td>$700</td>
</tr>
<tr>
<td>The Omni Group</td>
<td>$520</td>
</tr>
<tr>
<td>Treasurer / Asst Treasurer</td>
<td>$500</td>
</tr>
<tr>
<td>Service</td>
<td>Cost</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Infinite Visions estimate</td>
<td>$85,844</td>
</tr>
<tr>
<td>Frontline (AppliTrac)</td>
<td>$3,999</td>
</tr>
<tr>
<td>Frontline (AESOP)</td>
<td>$13,428</td>
</tr>
<tr>
<td>TimeClockPlus</td>
<td>$29,952</td>
</tr>
<tr>
<td>Hardware allocation</td>
<td>$5,720</td>
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<tr>
<td>Edulog</td>
<td>$4,917</td>
</tr>
<tr>
<td>iTouch Biometrics</td>
<td>$0</td>
</tr>
<tr>
<td>Document Mgmt Annual Maint.</td>
<td>$7,200</td>
</tr>
</tbody>
</table>
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
Timberlane Regional School District  
Withdrawal Planning Committee  
May 7, 2019

**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.
Timberlane Regional School District  
Withdrawal Planning Committee  
May 7, 2019

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
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.
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


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

QUALIFICATIONS


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.
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.
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.
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 required 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.
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  

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.  
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.


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.


17. New Vendor requests and completion of credit applications


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
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 required 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  RECESSIONIST

QUALIFICATIONS


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.
8. Assist payroll coordinator with stuffing payroll envelopes.
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.
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.

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

6-21-18
Date

6-01-18
Date
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 Hampton, 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 Jason Cipriano, Chair
School Administrative Unit No. 55 Board

CHIEF FINANCE OFFICER/BUSINESS ADMINISTRATOR

By Geoffrey Dowd

6/21/18
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
   Labor Day
   Columbus Day
   Veterans Day
   Thanksgiving Day
   Day After Thanksgiving
   Christmas Day
   New Year's Day
   Civil Rights Day
   President's Day
   Memorial Day

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**APPENDIX**
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 Unvouched Travel Allowance** – As follows:
   - $1600 Asst. Superintendent
   - $1000 Business Administrator
   - $1200 Director of Human Resources
   - $2400 Business Operations Coordinator
   - $400 Transportation Coordinator


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 1/2%) 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
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.
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

Dr. Earl Metzler
Superintendent of Schools

DIRECTOR OF HUMAN RESOURCES

By

Nancy Louiselle

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
   Labor Day
   Columbus Day
   Veterans Day
   Thanksgiving Day
   Day After Thanksgiving
   Christmas Day
   New Year’s Day
   Civil Rights Day
   President’s Day
   Memorial Day
   Civil Rights Day
   President’s Day
   Memorial 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 Unvouched Travel Allowance** – As follows:
   - $1600 Asst. Superintendent
   - $1000 Business Administrator
   - $1200 Director of Human Resources
   - $2400 Business Operations Coordinator
   - $400 Transportation Coordinator


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

88 **APPENDIX**
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


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
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.
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’ 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' 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

[Signature]
Dr. Earl Metzler
Superintendent of Schools

TRANSPORTATION COORDINATOR

[Signature]
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 Unvouched Travel Allowance** – As follows:
   - $1600 Asst. Superintendent
   - $1000 Business Administrator
   - $1200 Director of Human Resources
   - $2400 Business Operations Coordinator
   - $400 Transportation Coordinator


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 fidiciary 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
Timberlane Regional School District
Withdrawal Planning Committee
May 7, 2019

**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 Relationship.
  - **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

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<td>842,696</td>
<td>874,389</td>
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<td>1,134,737</td>
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<td><strong>Offsets / Additions (Pro-forma, 2019-20 Budget figures only)</strong></td>
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<td>SAU Building Receptionist (offset 50%)</td>
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<td>76.17% Supt, CFO/BA, Bus Ops Coor Salaries</td>
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<td>Loss of Other Revenue</td>
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<td>Loss of Utilities / Communications / Supplies Offset (net revenue)</td>
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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

Upcoming Calendar

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<th>Event</th>
<th>Location</th>
<th>Time</th>
</tr>
</thead>
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<td>June 2</td>
<td>Training Session</td>
<td>HCS</td>
<td>6:30 PM</td>
</tr>
<tr>
<td>June 9</td>
<td>Regular Board Meeting</td>
<td>Town Hall</td>
<td>7:00 PM</td>
</tr>
<tr>
<td>June 23</td>
<td>Regular Board Meeting</td>
<td>Town Hall</td>
<td>7:00 PM</td>
</tr>
</tbody>
</table>

*times are estimated
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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### Appendices

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- **Appendix B** - Procedure for Hampstead School District to Withdraw from the existing School Administrative Unit #55 18
- **Appendix C** - Cost Estimate of Business Software and Hardware 21
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

<table>
<thead>
<tr>
<th>Hampstead School District</th>
<th>Timberlane Regional School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hampstead</td>
<td>Atkinson</td>
</tr>
<tr>
<td></td>
<td>Danville</td>
</tr>
<tr>
<td></td>
<td>Plaistow</td>
</tr>
<tr>
<td></td>
<td>Sandown</td>
</tr>
</tbody>
</table>

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:

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

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.


Simply stated, a school district's assessment percentage of an SAU budget is based \( \frac{1}{4} \) on the ADM in Attendance (number of students) and \( \frac{1}{4} \) 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*

<table>
<thead>
<tr>
<th>School District</th>
<th>Equalized Valuation</th>
<th>Percent</th>
<th>Students (ADM) in Attendance</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hampstead</td>
<td>$550,832,723</td>
<td>27.11%</td>
<td>1,187.8</td>
<td>22.23%</td>
</tr>
<tr>
<td>Timberlane</td>
<td>1,481,107,710</td>
<td>72.89%</td>
<td>4,154.9</td>
<td>77.77%</td>
</tr>
<tr>
<td>SAU *55 Total</td>
<td>$2,031,940,433</td>
<td>100.00%</td>
<td>5,342.7</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>School District</th>
<th>Equalized Valuation Percentage</th>
<th>Average Daily Attendance Percentage</th>
<th>Averaged Percentage</th>
<th>District Share of SAU Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hampstead District</td>
<td>27.11%</td>
<td>22.23%</td>
<td>24.67%</td>
<td>$202,243</td>
</tr>
<tr>
<td>Timberlane District</td>
<td>72.89%</td>
<td>77.77%</td>
<td>75.33%</td>
<td>$617,535</td>
</tr>
<tr>
<td>SAU '55 Total</td>
<td>100%</td>
<td>100%</td>
<td>100%</td>
<td>$819,778</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Areas of Responsibility</th>
<th>Activities</th>
</tr>
</thead>
</table>
| General Leadership      | ✗ 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
- 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
- Collective bargaining, recruiting, hiring procedures and retention
- Deployment, supervision and evaluation of all employees
- Professional development and training of all staff and more

Finance
- Budget development, implementation, monitoring
- Purchasing, control, reporting and audit
- Annual meeting preparation and more
- Running the largest business in the community

Student Services
- 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
- Accountability, newsletters, information sharing
- Establishing effective two-way communication system with all citizens
- Policy development, revision and more

Maintenance and Capital Improvement
- 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**

<table>
<thead>
<tr>
<th>Areas of Responsibility</th>
<th>Now</th>
<th>Future</th>
<th>Additional Personnel Needed to Assist</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Leadership</td>
<td>Asst.Supt. SAU*55 Support Staff</td>
<td>New Supt. Principals</td>
<td>New Position 3</td>
</tr>
<tr>
<td>Finance</td>
<td>BA SAU*55 Support</td>
<td>New Supt. BA</td>
<td>New Positions 1, 2 &amp; 3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&amp; Clerk Principals</td>
<td></td>
</tr>
<tr>
<td>Communications and Community Relations</td>
<td>Asst.Supt. SAU*55 Support</td>
<td>New Supt. Principals</td>
<td>New Position 3</td>
</tr>
<tr>
<td>Maintenance and Capital Improvement</td>
<td>Dir. Bldg.Grs. SAU*55 Support</td>
<td>New Supt. BA</td>
<td>New Positions 1 &amp; 3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dir. Bldg.Grs. Principals</td>
<td></td>
</tr>
<tr>
<td>Curriculum and Instruction</td>
<td>Asst.Supt. SAU*55 Support</td>
<td>New Supt. Curr. Ordinator Principals Teachers Staff</td>
<td>None</td>
</tr>
</tbody>
</table>

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 455. 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

<table>
<thead>
<tr>
<th>Salaries</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Superintendent</td>
<td>$90,000</td>
</tr>
<tr>
<td>Business Administrator</td>
<td>$64,000</td>
</tr>
<tr>
<td>Secretary to the Superintendent</td>
<td>$28,000</td>
</tr>
<tr>
<td>Bookkeeper/Payroll/Finance</td>
<td>$25,000</td>
</tr>
<tr>
<td>Transportation Coordinator</td>
<td>$30,000</td>
</tr>
<tr>
<td>Food Service Coordinator (stipend)</td>
<td>$10,000</td>
</tr>
<tr>
<td>Receptionist/Secretary</td>
<td>$20,800</td>
</tr>
</tbody>
</table>
|                                  | **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

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

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

<table>
<thead>
<tr>
<th>Advantages (+)</th>
<th>Disadvantages (-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allows full control over SAU services by the Hampstead voters and their representatives.</td>
<td>Significant annual SAU operating cost increase of approximately $279,153.</td>
</tr>
<tr>
<td>Allows for a more focused effort of school leaders to work directly with the town of Hampstead on matters of mutual interest and benefit.</td>
<td>One-time cost of $72,000 to purchase, computer hardware and software and office furniture and equipment.</td>
</tr>
<tr>
<td>Provides school based staff and students full and complete access to all SAU services.</td>
<td>Loss of shared expertise and services available in larger SAU office, and from the Timberlane School District.</td>
</tr>
<tr>
<td></td>
<td>Need to find housing for SAU services; if space is taken from a school it would increase crowding in already crowded schools.</td>
</tr>
<tr>
<td></td>
<td>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...)</td>
</tr>
</tbody>
</table>
Alternative 2. Remain as part of SAU *55 with the Timberlane School District

Essential Elements are:
- No specific action is required

<table>
<thead>
<tr>
<th>Advantages (+)</th>
<th>Disadvantages (-)</th>
</tr>
</thead>
<tbody>
<tr>
<td>* Maintains current relationship</td>
<td>* Control of operations still needs to be shared and/or negotiated with the</td>
</tr>
<tr>
<td>* No cost increase other than that amount voted at the SAU#55 meeting. A savings of over $279,153 from alternative 1.</td>
<td>Timberlane School District.</td>
</tr>
<tr>
<td>* Continue to share expertise and services with Timberlane</td>
<td>* May limit some Hampstead focused collaboration efforts with the town (e.g. joint financial planning....) due to limitations of shared staff time.</td>
</tr>
<tr>
<td>* Dedicated services of Ast Supt and support staff are included in SAU budget</td>
<td>* Less than full-time attention of SAU #55 personnel who need to accommodate both school districts needs.</td>
</tr>
</tbody>
</table>

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 over time
- 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.

### 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;
  - Fixed Asset; Contract Management
  - Sybase Server & User License
  - Cognos Impromptu Report Writer
  - **Total Software** $18,400 + 775 + 895 = **Total Software** $20,070

- **Software Installation** 1,536
- **Software Training** 4,992
- **Travel (4 days)** 400

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

- **Total Software Cost** **$26,998**

#### Annual Maintenance estimate
- **Annual Maintenance estimate** (actual cost 01-02 $3,870) **$3,757**

#### 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)

THE SUPREME COURT OF NEW HAMPSHIRE

Strafford
No. 7289

SUSAN BRADBURY

v.

JOHN SHAW & a.

June 30, 1976.

Anthony A. McManus, by brief and orally, for the plaintiff.

Urion & 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 advisory committee. It derives its authority from the mayor who
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)


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.
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

### Executive Salaries SUBTOTALS
- 2019-20 (budgeted): $485,000
- Single District SAU - TRSD: $276,696
- Difference between 2 and 1 district SAU: $208,304
- Notes: Reduced Super Salary, Asst Super paid by TRSD

### Support Salaries SUBTOTALS
- Single District SAU - TRSD: $276,696
- Difference between 2 and 1 district SAU: $0
- Notes: Reduced headcount from 7.5 to 5.5

### SALARIES TOTALS
- Single District SAU - TRSD: $761,696
- Difference between 2 and 1 district SAU: $307,902
- Notes: Removes Compensatory

### Operating Expenses

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<thead>
<tr>
<th>Item</th>
<th>Single District SAU - TRSD</th>
<th>Difference between 2 and 1 district SAU</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executive Salaries SUBTOTALS</td>
<td>$485,000</td>
<td>$208,304</td>
<td>Reduced Super Salary, Asst Super paid by TRSD</td>
</tr>
<tr>
<td>Support Salaries SUBTOTALS</td>
<td>$276,696</td>
<td>$0</td>
<td>Reduced headcount from 7.5 to 5.5</td>
</tr>
<tr>
<td><strong>SALARIES TOTALS</strong></td>
<td><strong>$761,696</strong></td>
<td><strong>$307,902</strong></td>
<td></td>
</tr>
<tr>
<td>- Audit</td>
<td>$8,000</td>
<td>$7,000</td>
<td>No need for separate audit, $1,000 estimated increase to TRSD Audit</td>
</tr>
<tr>
<td>- School Board Expenses</td>
<td>$600</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>- Conf &amp; Travel Expense</td>
<td>$10,000</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>- Course Reimbursement</td>
<td>$5,000</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>- Technology Services</td>
<td>$151,060</td>
<td>$36,060</td>
<td>Estimate provided by CFO</td>
</tr>
<tr>
<td>- Legal Services</td>
<td>$40,000</td>
<td>$37,500</td>
<td>Estimate provided by CFO</td>
</tr>
<tr>
<td>- Maintenance of Equipment</td>
<td>$200</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>- Office Rental</td>
<td>$42,250</td>
<td>$42,250</td>
<td>TRSD owns building - no rental fee needed to be split between districts</td>
</tr>
<tr>
<td>- Contracted Services</td>
<td>$22,416</td>
<td>$16,916</td>
<td>Estimate provided by CFO</td>
</tr>
<tr>
<td>- Liability Insurance</td>
<td>$3,970</td>
<td>$970</td>
<td>Assume 23% savings</td>
</tr>
<tr>
<td>- Telephone</td>
<td>$9,250</td>
<td>$250</td>
<td></td>
</tr>
<tr>
<td>- Postage</td>
<td>$4,000</td>
<td>$2,000</td>
<td></td>
</tr>
<tr>
<td>- In District Travel</td>
<td>$9,000</td>
<td>$7,000</td>
<td></td>
</tr>
<tr>
<td>- Supplies</td>
<td>$8,500</td>
<td>$2,500</td>
<td></td>
</tr>
<tr>
<td>- New Equipment</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>- Replace Equipment</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>- Dues and Fees</td>
<td>$11,778</td>
<td>$5,278</td>
<td></td>
</tr>
<tr>
<td>- Custodial Service</td>
<td>$7,000</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>- Maintenance</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>- Custodial Supplies</td>
<td>$300</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>- Electric Service</td>
<td>$7,500</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>- Fuel / Natural Gas</td>
<td>$3,000</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>- Employee Insurance</td>
<td>$367,725</td>
<td>$67,725</td>
<td>Assume 23% savings</td>
</tr>
<tr>
<td>- Sick Leave Redemption</td>
<td>$4,700</td>
<td>$1,700</td>
<td></td>
</tr>
<tr>
<td>- Employee Retirement</td>
<td>$125,377</td>
<td>$35,377</td>
<td>Assume 23% savings</td>
</tr>
<tr>
<td>- Social Security</td>
<td>$86,479</td>
<td>$26,479</td>
<td></td>
</tr>
<tr>
<td>- Unemployment Compensation</td>
<td>$0</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>- Workers’ Compensation</td>
<td>$3,920</td>
<td>$2,920</td>
<td></td>
</tr>
<tr>
<td>- Other Employee Benefits</td>
<td>$110,000</td>
<td>$85,000</td>
<td></td>
</tr>
<tr>
<td>- Federal Projects</td>
<td>$1</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>
## Single District SAU Budget

<table>
<thead>
<tr>
<th>SAU Budget</th>
<th>2019-20 (budgeted)</th>
<th>Single District SAU - TRSD</th>
<th>Difference between 2 and 1 district SAU</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUBTOTALS</strong></td>
<td>$1,042,026</td>
<td>$665,101</td>
<td>$376,925</td>
<td></td>
</tr>
<tr>
<td>Expenditure Summary</td>
<td>$2,111,624</td>
<td>$1,426,797</td>
<td>$684,827</td>
<td></td>
</tr>
<tr>
<td>TRSD Contribution to SAU</td>
<td>$1,589,325</td>
<td>$1,426,797</td>
<td>$162,528</td>
<td></td>
</tr>
</tbody>
</table>
### District Wide Administrators & Directors - SAU/Operations Functions

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

<table>
<thead>
<tr>
<th>New or Existing</th>
<th>Positions - Support</th>
<th>Rationale (New Positions Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing</td>
<td>Chief Executive Admin Ass't to the Superintendent</td>
<td></td>
</tr>
<tr>
<td>Existing</td>
<td>Executive Assistant to CFO/BA</td>
<td></td>
</tr>
<tr>
<td>Existing</td>
<td>Administrative Assistant - Accounts Payable</td>
<td></td>
</tr>
<tr>
<td>Existing</td>
<td>Administrative Assistant - Business/Payroll</td>
<td></td>
</tr>
<tr>
<td>Existing</td>
<td>Human Resources Coordinator</td>
<td></td>
</tr>
<tr>
<td>Existing</td>
<td>Human Resources Generalist</td>
<td></td>
</tr>
<tr>
<td>Existing</td>
<td>Administrative Assistant - HR</td>
<td></td>
</tr>
<tr>
<td>Existing</td>
<td>Receptionist</td>
<td></td>
</tr>
<tr>
<td>Existing</td>
<td>Administrative Assistant - Facilities</td>
<td></td>
</tr>
</tbody>
</table>
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):**

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-19</td>
<td>8,250.00</td>
</tr>
<tr>
<td>2017-18</td>
<td>6,600.00</td>
</tr>
<tr>
<td>2016-17</td>
<td>6,600.00</td>
</tr>
</tbody>
</table>

**New Hampshire Retirement System Expenditures:**

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018-19</td>
<td>136,451.66</td>
</tr>
<tr>
<td>2017-18</td>
<td>117,678.70</td>
</tr>
<tr>
<td>2016-17</td>
<td>122,105.98</td>
</tr>
</tbody>
</table>
Executive Summary

SAU POST-EMPLOYMENT LIABILITIES

Upon separation from the SAU, certain payments are made to departing employees. The general categories are:

- Retirement Incentive
- Sick Leave Payable
- Vacation Leave
- Compensated Absences

The Timberlane Regional District School Board has requested information relating to its share of SAU 55 Retirement Incentives and Compensated Absences liabilities using a general allocation figure of 77%.

<table>
<thead>
<tr>
<th>Description</th>
<th>Liability</th>
<th>FICA 7.65%</th>
<th>NHRS 11.38%</th>
<th>Total w/FICA &amp; NHRS</th>
<th>TRSD Share @ 77%*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retirement Incentive</td>
<td>$78,677</td>
<td>$6,019</td>
<td>$8,953</td>
<td>$93,649</td>
<td>$72,110</td>
</tr>
<tr>
<td>Compensated Absences</td>
<td>$24,083</td>
<td>$1,842</td>
<td>$2,740</td>
<td>$28,665</td>
<td>$22,072</td>
</tr>
<tr>
<td>Total:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$94,182</td>
</tr>
</tbody>
</table>

In addition to the above captioned liabilities, there are also Sick Leave and Vacation Leave liabilities which are listed below for your convenience using the same allocation of 77%.

<table>
<thead>
<tr>
<th>Description</th>
<th>Liability</th>
<th>FICA 7.65%</th>
<th>NHRS 11.38%</th>
<th>Total w/FICA &amp; NHRS</th>
<th>TRSD Share @ 77%*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sick Leave</td>
<td>$54,344</td>
<td>$4,157</td>
<td>$6,184</td>
<td>$64,685</td>
<td>$49,807</td>
</tr>
<tr>
<td>Vacation Leave</td>
<td>$86,870</td>
<td>$6,646</td>
<td>$9,886</td>
<td>$103,402</td>
<td>$79,620</td>
</tr>
<tr>
<td>Total:</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$129,427</td>
</tr>
</tbody>
</table>

There also exists liabilities relating to SAU 55’s proportionate share of Other Post-Employment Benefits and New Hampshire Retirement System which have not been included.

*Although Timberlane’s general allocation used for purposes herein is 77%, an employee who is dedicated 50% solely to Timberlane would result in a higher actual liability to Timberlane.

Submitted by:

Geoff Dowd
CFO/Business Administrator
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 (cost of approximately $8,790 in July 2018 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. Any pension liabilities follow the employees and will be the sole responsibility of the employees’ employer. 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”).

The Committee identified certain additional long-term liabilities not due and payable in the current period in the following categories: compensated absence, sick leave, vacation leave, and retirement incentive. These are collectively referred to herein as “post-employment liabilities.”

As of September 27, 2019, Timberlane’s portion of the maximum liability for each category of these “post-employment liabilities” was estimated to be:

- Compensated Absence: $22,072;
- Sick Leave: $49,807;
- Vacation Leave: $79,620; and
- Retirement Incentive: $72,110

(See Executive Summary-SAU Post-Employment Liabilities (dated September 27, 2019) in appendix.)

SAU 55 also pays certain amounts directly to qualifying retirees on an annual basis to subsidize their insurance costs. These are referred to herein as “insurance subsidy (direct payment)”. The amount paid in 2018-19 for insurance subsidy (direct payment) was $8,250. (For illustrative purposes, amounts paid for years 2016-17 & 2017-18 are set forth at page 133 in the appendix.) TRSD shall, on an annual basis, pay its portion
of post-employment liabilities and insurance subsidy (direct payment) as calculated and
due and payable on the date of withdrawal (July 1, 2021) for any current and past
employees of SAU 55 until those liabilities expire. Post-employment liabilities shall be
based on the pay rate at the time of withdrawal. The amount of TRSD’s portion will be
determined using the apportionment for each district as calculated for the 2020-2021
budget year.

To the extent there are additional unknown or undefined liabilities of SAU 55, which are
later identified and agreed upon by HSD and TRDS, the Committee anticipates that HSD
and TRSD will share responsibility for those liabilities according to the apportionment for
each district as calculated for the 2020-2021 budget year.

SAU 55 currently leases space from TRSD by a Lease Agreement through June 30,
2022. By motion passed by the TRSB, should the TRSD voters adopt the Plan, the
TRSD shall provide the requisite notice to terminate such lease so as to avoid any
continued lease obligations of HSD after the date of withdrawal.
November 6, 2019

VIA EMAIL CORRESPONDENCE: angela.adams@doe.nh.gov

New Hampshire Board of Education
c/o Angela M. Adams, Executive Assistant
Office of the Commissioner
101 Pleasant Street
Concord, NH 03301

Re: SAU 55 Withdrawal Plan

Dear Ms. Adams:

As you may recall, at the October Board of Education meeting, the Board asked the Timberlane Regional School District SAU 55 Withdrawal Committee to revise the Withdrawal Plan which had been submitted in order to further address liabilities. On behalf of the Committee, I enclose the following:

- For ease of reference by Board members, we separately enclose the section of the resubmitted Plan entitled “Disposition of SAU 55 Assets and Liabilities,” showing the revisions made to the Committee’s original submission in response to the Board’s request.

- A copy of the entire SAU 55 Withdrawal Plan, resubmitted per RSA 194-C:2, IV (f), which reflects the following revisions per the Board’s request:
  - the above-noted revised section entitled: “Disposition of SAU 55 Assets and Liabilities” which begins on page 13;
  - A new signature page at page 25 as the Committee re-voted (as noted on page 24) to approve the resubmitted Plan as revised;
  - The addition of one document to the Appendix, as referenced on page 26 of the resubmitted Plan, and which is contained on page 134 of the Appendix.

We respectfully request that this matter be placed on the agenda for the Board of Education’s November 21, 2019 meeting. As this resubmitted Plan complies with the requirements of RSA 194-C:2 and RSA 194-C:4, we also respectfully request that the Board return the Plan with a recommendation for its adoption pursuant to RSA 194-C:2, IV(f).
November 6, 2019
Page 2

If you have any questions, please do not hesitate to contact me.

Sincerely,

Sarah S. Murdough

SSM/sib
Enclosure

cc: Dr. Kimberly Farah, SAU 55 Withdrawal Planning Committee Chair
Dean Eggert, Esquire (Counsel for Hampstead School District, via email
deggert@wadleighlaw.com)
SAU 55 (via email c/o Catherine Belcher: Catherine.Belcher@sau55.net)
Jill Perlow, Esquire (via email: jill.perlow@doj.nh.gov)
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 School Administrative Unit #55. As we have noted previously, the Hampstead School District is a single municipal school district with an approximate enrollment of 1,330 students in grades pre-K through 12. Its 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. In the event of withdrawal there will be two separate single school districts, and no separate SAU entity.

We are in receipt of the “Organization and SAU #55 Withdrawal Plan” resubmitted by the Timberlane Regional School District, SAU #55 Withdrawal Planning Committee (the “resubmitted Plan”), along with the separately enclosed section of the resubmitted Plan entitled “Disposition of SAU 55 Assets and Liabilities.” While the Hampstead School Board would again like to reiterate that it does not oppose the concept of withdrawal, the resubmitted Plan still fails to meet the statutory criteria set forth in RSA 194-C:2(IV)(a)(1)-(5).
Specifically, the resubmitted Plan—and more particularly, the “Disposition of SAU 55 Assets and Liabilities”—fails to both accurately identify the known and anticipated liabilities and properly calculate the Timberlane Regional School District’s proportionate share of those liabilities. As such, the resubmitted Plan does not comply with the requirement for a proposed disposition of “any” SAU liabilities. RSA 194-C:2(IV)(a)(4) (emphasis added).

We have attached to this letter the proposed language of the Hampstead School District for the “Disposition of SAU 55 Assets and Liabilities” section of the resubmitted Plan (“Hampstead’s Proposed Plan”), submitted to counsel for the Timberlane Regional School District, SAU #55 Withdrawal Planning Committee on October 30, 2019. In comparing Hampstead’s Proposed Plan with the Timberlane Regional School District, SAU #55 Withdrawal Planning Committee’s resubmitted Plan, you will note the following deficiencies in the resubmitted Plan:

A. The resubmitted Plan fails to acknowledge or address a multi-year superintendent contract that ends in August 2022, which includes liabilities that extend beyond the withdrawal date. The pro-rated amount of this obligation totals $336,880.00. This is a significant liability which will be partially incurred as of the date of withdrawal and the resubmitted Plan does not address its disposition. More concerning, however, is that the resubmitted Plan fails to plan for the disposition of the liabilities in this contract that extend beyond the date of withdrawal; the disposition of such liabilities, or an alternative agreement by which one District assumes liability for the remainder of the contract extending beyond withdrawal, must be addressed prior to withdrawal.

B. The resubmitted Plan does not identify nor account for the disposition of all liabilities associated with the SAU’s retiree health benefit program, leaving out implicit subsidies, which recognize the greater risk component to the pool created by retirees’ participation. This liability, identified in Hampstead’s Proposed Plan as “Other Post-Employment Benefits,” totals $89,516.00, an amount provided by the SAU’s actuaries as of June 2019.

C. The resubmitted Plan does not state the total “post-employment liabilities,” but rather states only the Timberlane Regional School District’s estimated portion. As the total liabilities may change between now and the time of withdrawal, it is important to outline the full scope of SAU liabilities, as those amounts will ultimately dictate each District’s share at the time of withdrawal.

D. The resubmitted Plan fails to account for payment methodology, i.e., to which entity or body the Timberlane Regional School District will pay its share of the detailed liabilities.

E. The resubmitted Plan fails to account for certain anticipated liabilities, including, but not limited to, unemployment compensation liability which may be created as a direct result of the Timberlane Regional School District’s withdrawal, should the single district SAU which results from withdrawal be unable to retain all SAU staff post-withdrawal.
F. Finally, the resubmitted Plan has stricken all language from Hampstead’s Proposed Plan regarding disposition of liabilities associated with potential third-party claims or litigation initiated against the SAU for a liability which accrued prior to withdrawal. The Hampstead School District is seriously concerned about the intentions of the Timberlane Regional School District, SAU #55 Withdrawal Planning Committee when it eliminates such a fair and equitable provision.

As this is the Timberlane Regional School District, SAU #55 Withdrawal Planning Committee’s second attempt at a statutorily compliant Withdrawal Plan, the Board must now make a recommendation for or against its adoption and does not have veto power over the resubmitted Plan. As such, and in light of the deficiencies in the resubmitted Plan outlined above, the Hampstead School District proposes that the Board issue a modified recommendation.

The Hampstead School District respectfully requests that the Board recommend adoption of the resubmitted Plan, but explicitly note that, in doing such, the Board makes no determination as to whether the Timberlane Regional School District, SAU #55 Withdrawal Planning Committee has accurately identified liabilities and/or properly calculated the Timberlane Regional School District’s proportionate share of said liabilities.

Very truly yours,

[Signature]
Dean B. Eggert
Michael Eaton

DBE/am
Cc: Hampstead School Board
Sarah Murdough, Esq.
Dr. Earl Metzler, SAU #55

G:\D55000\55059\corres\Fenton Edelblut Board 11-11-19.docx

1 This pro-ration is a calendar pro-ration from the date of withdrawal to the termination of the Contract in August of 2022.
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 (cost of approximately $8,790 in July, 2018, of which TRSD ~ 77%).

Liabilities: There exist certain known and unknown liabilities that have been, or will be, incurred by the SAU upon and/or after the date of withdrawal. As to the known liabilities, TRSD’s share is approximately 77%. As to any unknown liabilities, the apportionment remains the same: TRSD’s share will be approximately 77%. The exact apportionment of liabilities will be determined as specified below.

The SAU has one multi-year employment contract that ends in August 2022. The contract includes liabilities which extend beyond the withdrawal date. Whether successor liability applies such that the individual school districts succeed to the contract’s terms in place of the SAU upon the dissolution of the SAU, or the contract terminates upon withdrawal and triggers a payout, the individual constituent districts of the SAU are exposed to the same amount in liability; the salary and other obligations owed pursuant to the terms of the contract, for the duration of the contract. Therefore, in any case upon withdrawal, each district will be responsible for its share of the liability imposed by the contract.

The annual amounts and pro-rated amounts of the obligations imposed by the contract are as follows:

<table>
<thead>
<tr>
<th>Liability</th>
<th>Annual</th>
<th>Pro-rated to August 31, 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td>164,897</td>
<td>192,880</td>
</tr>
<tr>
<td>Performance Incentive</td>
<td>6,596</td>
<td>7,695</td>
</tr>
<tr>
<td>NH Retirement Obligation</td>
<td>19,156</td>
<td>22,348</td>
</tr>
<tr>
<td>FICA</td>
<td>13,119</td>
<td>15,306</td>
</tr>
<tr>
<td>Vacation Leave (25 days)</td>
<td>15,855</td>
<td>18,498</td>
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<tr>
<td>Insurance (@ Current rate)</td>
<td>33,438</td>
<td>39,011</td>
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<tr>
<td>Retirement Annuity</td>
<td>10,000</td>
<td>11,667</td>
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<tr>
<td>In-District Travel</td>
<td>2,400</td>
<td>2,800</td>
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<tr>
<td>Memberships/Conf./Travel*</td>
<td>23,293</td>
<td>27,175</td>
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<tr>
<td><strong>Total</strong></td>
<td>288,754</td>
<td>336,880</td>
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</table>

Deleted: This contract remains the responsibility of SAU 55. Any pension liabilities follow the employees and will be the sole responsibility of the employees’ employer. The Committee identified certain additional long-term debt liabilities not due and payable in the current period in the following categories: compensated absence, insurance subsidy (direct payment), sick leave, vacation leave, and retirement incentive. These are collectively referred to herein as "post-employment liabilities."
TRSD shall, within 90 days of withdrawal, pay its portion of the Pro-rated amount to the
Hampstead School District, a single district SAU, using actual amounts based on the fiscal year
ending June 30, 2021.

Any pension obligations contributing to Long Term Pension Liabilities, follow the employees
and will be the sole responsibility of the employees’ employer. The Committee identified certain
additional long-term debt liabilities not due and payable in the current period in the following
categories: compensated absence, insurance subsidy (direct payment), sick leave, vacation leave,
and retirement incentive. These are collectively referred to herein as “post-employment
liabilities.” As of September 27, 2019, these “post-employment liabilities” were estimated to be:

Compensated Absence (incl. NH Retirement & FICA): $ 28,665;

Other Post-Employment Benefits, Net (incl. Ins. Subsidy $89,516.00 (present value as of June
2019));

Sick Leave (incl. NH Retirement & FICA): $64,685;

Vacation Leave (incl. NH Retirement & FICA) $103,402; and,

Retirement Incentive (incl. NH Retirement & FICA): $93,649.

Based on these estimates, applying the current apportionment, Timberlane’s proportionate share
of these liabilities is estimated to be as follows:

Compensated Absence: $ 22,072;

Other Post Employment Benefits, (including Insurance Subsidy): $ 68,927.32

Sick Leave: $49,807;

Vacation Leave $ 79,620; and,

Retirement Incentive: $72,110.

(see Executive Summary-SAU Post-Employment Liabilities (dated September 27, 2019) in appendix)

---

1 This proportional share will be calculated on the basis of the apportionment in place as of the date of the liability
as well as the final determination of these liabilities as of the date of withdrawal.
Unless Hampstead and Timberlane agree to an annual schedule of payments prior to the date of withdrawal, TRSD shall pay its portion of the above post-employment liabilities as calculated and due and payable on the date of withdrawal (July 1, 2021).

The amount of TRSD’s portion for unknown, future liabilities will be determined using the apportionment for each district as calculated for the 2020-2021 budget year. The specific payment methodology is as follows:

Other Post-Employment Benefits, Net: TRSD will pay to the Hampstead School District, a single district SAU ("Hampstead") its share of the amount of the present value of Other Post-Employment Benefits, Net calculated as of June 30, 2021.

Compensated Absence, Sick Leave, Vacation Leave, and Retirement Incentive balances: TRSD shall pay its share of the amount calculated as of June 30, 2021 to the Hampstead School District. Should an employee(s) transfer from SAU 55 to TRSD, such amount attributable to said employee(s) will be permitted to be assumed by TRSD, provided, however, all such obligations, including Retirement Incentive, will be honored by TRSD.

Unemployment Compensation Liability may be created as a direct result of TRSD’s withdrawal, due in large part to TRSD’s disproportionate membership of TRSD in the SAU. In the event the subsequent single district SAU is unable to continue to retain staff post-withdrawal, TRSD shall pay within 90 days of withdrawal, TRSD’s proportional share of a reasonable estimate of such liability. Such reasonable estimate shall be determined as of the date of withdrawal and will consist of reasonable estimates for time for non-retained employees to gain new employment. TRSD would be able to mitigate such unemployment liability by retaining staff which Hampstead School District is not able to retain.

Lease obligations exist between SAU 55 and TRSD where SAU 55 is a tenant of TRSD under a lease running until June 30, 2022. The lease is $42,250 per annum and operating costs total approximately $30,750. As TRSD retains a controlling interest in the SAU 55 Board, and will continue to retain a controlling interest in the SAU 55 Board until withdrawal, TRSD shall agree to a termination of said lease and shall cooperate with, and cause the SAU 55 Board to terminate said lease as of the date of withdrawal. If said lease is not terminated as of the date of withdrawal, since TRSD has the only ability to cause termination of the lease and failure to do so would result in unnecessary costs to the Hampstead School District (a single district SAU), TRSD will pay to the Hampstead School District, in full, the amount of $73,000 to Hampstead order for it to satisfy the balance of its obligations under the lease to TRSD.

In the event a third-party claim or litigation is initiated against SAU 55 pre-withdrawal or post-withdrawal against the Hampstead School District for a liability which accrued prior to withdrawal, and for which there is no insurance or Prinex coverage, each District shall bear proportionate responsibility for any settlement, judgment or costs of defense incurred by the SAU or the successor single school district SAU in accord with the apportionment percentages.
calculated as of the date of withdrawal. However, nothing herein shall be construed to divest the
SAU or its constituent District(s), or former constituent Districts of any available defense to
liability, cross claim, or third-party action for contribution.

Deleted: TRSD shall, on an annual basis, pay its portion of
post-employment liabilities as calculated and due and
payable on the date of withdrawal (July 1, 2021) for any
current and past employees of SAU 55 until those liabilities
expire. These post-employment liabilities shall be based on
the pay rate at the time of withdrawal. The amount of
TRSD’s portion will be determined using the apportionment
for each district as calculated for the 2020-2021 budget year.
Dear Commissioner Edelblut,

On behalf of the Board of Trustees for PACE Career Academy Charter School, I am writing to request an amendment to our charter to allow the following enrollment provision:

- Increase in number of students from 55 to 80.

If you have questions, please contact Kelsey Tomasic, Office Manager.

Thank you for your consideration.

Sincerely,

Kelsey Tomasic
October 17, 2019

Commissioner Edelblut  
New Hampshire Department of Education  
101 Pleasant Street  
Concord, NH 03301

RE: CHARTER AMENDMENT - ADDITIONAL GRADE LEVELS

Dear Commissioner Edelblut,

On behalf of the Board of Trustees for the Capital City Public Charter School, I am writing to request an amendment to our charter to allow the following enrollment provision:

1. Addition of grade level 10.  
2. Addition of grade level 11.  
3. Addition of grade level 12.

If you have questions, please contact Stephanie Alicea, Head of School at 603.227.3333 or via email at salicea@capitalcitycharter.com.

Thank you for your consideration.

Sincerely,

Stephanie C. Alicea, M.Ed-C&I  
Founder & Head of School  
Capital City Charter School  
https://www.facebook.com/cccsnh/  
www.capitalcitycharter.com

"Education is our passport to the future, for tomorrow belongs to the people who prepare for it today."

- El Hajj Malik El Shabazz
**SCHOOL STATUS CHANGE REQUEST FORM**

**Directions**: Charter schools should use this form to notify the Department of Education of Board of Trustees approved changes identified in Part A - F below. Be sure to: 1) complete the applicable sections below 2) sign the bottom of this form, 3) attach the Board of Trustees meeting minutes approving the changes, and 4) return this form and attachments to the above address or email a copy to [Jane.Waterhouse@doe.nh.gov](mailto:Jane.Waterhouse@doe.nh.gov). A separate form should be used for EACH school undergoing a change in status.

**SCHOOL INFORMATION**

**Today’s Date**: October 15, 2019

Name of School: Capital City Public Charter School  
School ID Number: 29195

Town: Concord  
SAU #: 401

Contact: Stephanie Alicea  
Title: Head of School

Phone Number: 603-227-3333  
Email address: salicea@capitalcitycharter.com

**PART A: CHANGING FACILITY LOCATION**

New address:

|  |
|---|---|
|  |  |
|  |  |
|  |  |

**PART B: RENAMEING SCHOOL**

Old name:  
New name:  
Effective date:

**PART C: ADDING OR DROPPING GRADE LEVELS (circle applicable grades)**

<table>
<thead>
<tr>
<th>Grade levels ADDED: PK, K, R, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12</th>
<th>Effective date: 09/03/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grade levels DROPPED: PK, K, R, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12</td>
<td>Effective date:</td>
</tr>
</tbody>
</table>

**PART D: CHANGING GRADE STATUS**

Old Status: Elementary -- Middle -- High School (Circle one, two, or three)  
Effective date:

New Status: Elementary -- Middle -- High School (Circle one, two, or three)  
Effective date:
### PART E: CLOSING SCHOOL

Effective date (month/day/year):

### PART F: OPENING SCHOOL

Effective date:

<table>
<thead>
<tr>
<th>Circle grades to be taught at this new facility: PK, K, R, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12</th>
</tr>
</thead>
</table>

Status: Elementary -- Middle -- High School (Circle one, two, or three)

Fax number: 603-227-3331

Principal name: Stephanie Alicea

Principal’s email address: salicea@capitalcitycharter.com

Superintendent Name: ___________  Vice Chair: ___________  Signature: ___________  Date: 10/17/19

PLEASE ATTACH BOARD OF TRUSTEES MEETING MINUTES APPROVING THESE CHANGES.
Capital City Public Charter School  
Board Minutes  
October 7, 2019

Board Present: Mrs. Alicea, Vice Chair; Ms. Alicea, Head of School; Ms. Blake, Member; Mr. Caron, Member,  
Ms. Chapman, Parent Member/Liaison; Mr. Mumpini, Chair;

Public: Mrs. Bell; Ms. Whalen; Mr. & Mrs. Rowe; Mrs. Fournier; Mr. Presti; Teachers: Mr. Palmer, Ms.
Steenbeke

1. WELCOME:

1. Mr. Mumpini opened the meeting at 6:03 and welcomed public attendees to the meeting.

2. INTRODUCTIONS:

1. Each Board Member introduced themselves, shared their current and past experience with the attendees. Stated meeting was being recorded (as stated on agenda) in order to have a complete and thorough record.

3. MEETING RULES:


2. Mrs. Alicea also discussed being kind to each other and taking turns, raising hands as it is a small forum and there is no current need for microphone set up.

4. PUBLIC COMMENT:

1. Chair Mumpini moved to open up Public Comment at this time.
2. Ms. Champan asked when we will be getting a nurse. HOS Alicea stated a parent volunteer nurse that will be submitting her best schedule.

3. Ms. Bell asked when our part time educator will be starting. HOS Alicea stated in approximately two weeks, as stated at Open House.

4. Mrs. Alicea asked if members in attendance would state their names, as it is being recorded).

5. Mr. Presti asked about lunch and the possibility of lunch being delivered. He is willing to help create this system and run or assist, due to interest. He already is a volunteer during lunchtime and Enrichment. Chair Mumpini stated it is a suggestion more than a question and it is a good idea, surveyed the board and stated we would discuss it in non public.

6. Ms. Steenbeke also brought to the boards and public’s attention that since we are not set up with free and reduced lunch students will miss out due to affordability and stigma. Good point, also the money to buy the pizza, cannot be the donation money instead of having contribution from the parent. The idea of a “donation basket” was suggested so that students who have unopened food they would like to put in said basket for other students who may not have food or are “extra hungry” can be instituted.

7. Vice Chair Alicea stated when we first started we did what Ms. Steenbeke suggested and often it would fall on the same person to donate after a while can get cumbersome. Students who currently do not have lunch and there is a stock of food on hand so that students will not go without.

8. HOS Alicea did respond it will happen, though due to our lack of kitchen, students bring lunch. Two spots in the Mall left over the summer and a new plan of action is in the works for lunch. Mr. Presti
volunteered to head up the planning and execution of a delivery program.

9. Ms. Whalen suggested a weekly newsletter and it was received by the Board, though Ms. Alicea stated it will currently be monthly and as we move forward, it has the potential to be more often.

10. Ms. Chapman asked about school pictures and the response was (Ms. Alicea), they will happen, awaiting package details.

11. Vice Chair Alicea stated that we can motion, and vote on items discussed in the public comment. Ms. Alicea made a motion to accept more parent involvement, school pictures to be done and the donation basket to be initiated. Board Member Blake, and two parents seconded the motion. All were voted unanimously to take affect.

5. UPCOMING EVENTS:

1. Head of School Alicea discussed the next two months of days off and half days. No discussion occurred about the collection of coats for the “Quote Coat” Initiative.

6. TEACHER UPDATES:

1. MR. WOLBERT, not it attendance. Update to come.

2. MR. PALMER, (English and Biology)

   1. Beginning of year in Literature, Fundamentals were covered. Discussing Fiction basics (plots, themes, character development, etc). Main focuses are understanding of time in the books using - how to create a sense of time and flow. Mood was also discussed and developed. Next quarter will be analyzing books reading and use the tool chest being developed now. Theme-what is the underlying message an author is getting across.
Grammar is mostly review so they know sentence structure, composition and theme and how to write an essay. TEACHING HOW TO THINK, not what to think. Highlights are to engage them in the literature, it is very enjoyable.

2. Biology: History of how did we get from the Greeks guessing body to modern technology. Building block basics Cell structure. Participation is big, scaffolding is necessary at CCCS and we are trying to jump into real world scenarios like fermentation into bread, or why cheeses smell and taste different. Going forward we will be discussing genetic and how do we have enough evidence to get where we are. The difference between theory and fact. What is the process.

3. MS. STEENBEEKE: (Math & Science)

1. Math - great deal of anxiety. Started in the book (Math in Focus) to cover the basics, but since the students were unsure and uncomfortable with their math skills, it was figuring out where they were. Each level are creating something different so that we can bring the real world to life through math. 6-8th grade: creating one space (fractions, scale, etc). 9th grade: multi space (convenience store, Chinese restaurant). 10 & 11th: design a house.

2. Science - 6-8th currently working on the Ecosystem. Students are building dioramas (in a box, on paper, etc.) Previously covered decomposition, and created a decomp project. Really gross but they learned. Next unit will be cells and heredity. This quarter is participation, next will be putting their knowledge to work. Ms. Chapman praised
the work being done in Math as here son is very excited and it “fun” to him now!

4. MS. ALICEA:

1. Enrichment: Still doing sewing, the are slowly beginning to sew, students have been super creative about what materials were picked and how they would like to add a pillow, etc. Profession in key machines are not being learned on right now, even though students know how to do that we will need more machines. Looking forward we will have the sky as the limit for holiday items created for parents and family. They are allowed to use their imaginations and think outside the box.

7. PUBLIC COMMENTS:

1. Mr. Presti also stated his satisfaction with the school and his grandson’s turn around with smiling, speaking to others, etc. and stated “this school is a dream”. Chair Mumpini also thanked Mr. Presti for volunteering and reminded everyone for the best interest of other child, please make sure we are respectful of their abilities and HIPPA & COPPA

8. Vice Chair Alicea explained the process after the non public session. You have the right to wait for non-public to end and vote on the items we discuss and can bring back to you. It can be anything from Personnel to Lunch.

Public Meeting adjourned at 7:03pm October 7, 2019.

Non-Public Meeting began at 7:08pm October 7, 2019.
Adendum to Minutes 10/17/2019

Via email & Phone:

Question posed by S. Alicea:

Good Afternoon Board Members,

As you can see in the attached email, the DOE Charter Office is requiring us to request a SCHOOL STATUS CHANGE REQUEST FORM” and letter to Commissioner Edelblut to add grades 10 and 11

I make a motion to add grades 10, 11 & 12 to Capital City Public Charter School, as student interest has increased quickly in the upper grades.
Second: Normandie Blake
Vote: 7 out of 9 available to vote in favor

I also make a motion to allow Vice Chair Caroletta Alicea to take point on this so we can act swiftly, as Chairman Mumpini is traveling.
Second: Normandie Blake
Vote: 7 out of 9 available to vote in favor

I make a motion for you to allow me to pen the letter and fill out the necessary forms to forward for proper signatures.
Second: Normandie Blake
Vote: 7 out of 9 available to vote in favor

Minutes Transcribed & Submitted by S. Alicea

Minutes Submitted and Approved
Date: November 2019
November 21, 2019

Representative Mel Myler  Senator Jay Kahn
Chair, House Education Committee  Chair, Education Committee
Legislative Office Building, Room 207  Legislative Office Building, Room 103
33 North State Street  33 North State Street
Concord, NH 03301  Concord, NH 03301


Dear Representative Myler and Senator Kahn:

Enclosed is the annual report on the use of restraint and seclusion in New Hampshire schools for 2018-2019. This report is being provided pursuant to the Board of Education’s statutory obligation under RSA 126-U:8. This report has been prepared from the periodic, regular review of the restraint and seclusion reports that are collected and processed by the Department of Education and includes the number and location of reported incidents.

Sincerely,

Drew Cline, Chairman
State Board of Education
## Public School Restraint and Seclusion Report for School Year 2018 - 2019

### Restraining Students (per RSA 126U)

<table>
<thead>
<tr>
<th>Year</th>
<th>SchoolID</th>
<th>Public School Name</th>
<th>Student Enrollment</th>
<th>Restraint Reports</th>
<th>Restraints Resulting Bodily Harm</th>
<th>Restraints Resulting Death</th>
<th>Restraints Active</th>
<th>Restraints Closed</th>
<th>Seclusions</th>
<th>Active Seclusions</th>
<th>Closed Seclusions</th>
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<tbody>
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<td>27010</td>
<td>A. CrosbyKennett Middle School</td>
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<td>2019</td>
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<td>Abbot-Downing School</td>
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<td>Allenstown Elementary School</td>
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<td>Alstead Primary School</td>
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New Hampshire Department of Education
Bureau of Educational Statistics
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Excerpt from RSA 126-U:

IV. "Restraint" means bodily physical restriction, mechanical devices, or any device that immobilizes a person or restricts the freedom of movement of the torso, head, arms, or legs. It includes mechanical restraint, physical restraint, and medication restraint used to control behavior in an emergency or any involuntary medication. It is limited to actions taken by persons who are school or facility staff members, contractors, or otherwise under the control or direction of a school or facility.

(a) "Medication restraint" occurs when a child is given medication involuntarily for the purpose of immediate control of the child’s behavior.
(b) "Mechanical restraint" occurs when a physical device or devices are used to restrict the movement of a child or the movement or normal function of a portion of his or her body.
(c) "Physical restraint" occurs when a manual method is used to restrict a child’s freedom of movement or normal access to his or her body.
(d) Restraint shall not include:
   (1) Brief touching or holding to calm, comfort, encourage, or guide a child, so long as limitation of freedom of movement of the child does not occur.
   (2) The temporary holding of the hand, wrist, arm, shoulder, or back for the purpose of inducing a child to stand, if necessary, and then walk to a safe location, so long as the child is in an upright position and moving toward a safe location.
   (3) Physical devices, such as orthopaedically prescribed appliances, surgical dressings and bandages, and supportive body bands, or other physical holding when necessary for routine physical examinations and tests or for orthopedic, surgical, and other similar medical treatment purposes, or when used to provide support for the achievement of functional body position or proper balance or to protect a person from falling out of bed, or to permit a child to participate in activities without the risk of physical harm.
   (4) The use of seat belts, safety belts, or similar passenger restraints during the transportation of a child in a motor vehicle.
   (5) The use of force by a person to defend himself or herself or a third person from what the actor reasonably believes to be the imminent use of unlawful force by a child, when the actor uses a degree of such force which he or she reasonably believes to be necessary for such purpose and the actor does not immobilize a child or restrict the freedom of movement of the torso, head, arms, or legs of any child.

V-a. "Seclusion" means the involuntary placement of a child alone in a place where no other person is present and from which the particular child is unable to exit, either due to physical manipulation by a person, a lock, or other mechanical device or barrier. The term shall not include the voluntary separation of a child from a stressful environment for the purpose of allowing the child to regain self-control, when such separation is to an area which a child is able to leave. Seclusion does not include circumstances in which there is no physical barrier between the child and any other person or the child is physically able to leave the place. A circumstance may be considered seclusion even if a window or other device for visual observation is present, if the other elements of this definition are satisfied.

VI. "Serious injury" means any harm to the body which requires hospitalization or results in the fracture of any bone, non-superficial lacerations, injury to any internal organ, second- or third-degree burns, or any severe, permanent, or protracted loss of or impairment to the health or function of any part of the body.

* This data collection is reported by schools and certified by superintendents.
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### Restraints and Seclusion Definitions

For more information please click on the following link: RSA 126-U

**Excerpt from RSA 126-U:**

IV. "Restraint" means bodily physical restriction, mechanical devices, or any device that immobilizes a person or restricts the freedom of movement of the torso, head, arms, or legs. It includes mechanical restraint, physical restraint, and medication restraint used to control behavior in an emergency or any involuntary medication. It is limited to actions taken by persons who are school or facility staff members, contractors, or otherwise under the control or direction of a school or facility.

(a) "Medication restraint" occurs when a child is given medication involuntarily for the purpose of immediate control of the child's behavior.
(b) "Mechanical restraint" occurs when a physical device or devices are used to restrict the movement of a child or the movement or normal function of a portion of his or her body.
(c) "Physical restraint" occurs when a manual method is used to restrict a child's freedom of movement or normal access to his or her body.
(d) Restraint shall not include:
   1. Brief touching or holding to calm, comfort, encourage, or guide a child, so long as limitation of freedom of movement of the child does not occur.
   2. The temporary holding of the hand, wrist, arm, shoulder, or back for the purpose of inducing a child to stand, if necessary, and then walk to a safe location, so long as the child is in an upright position and moving toward a safe location.
   3. Physical devices, such as orthopedically prescribed appliances, surgical dressings and bandages, and supportive body bands, or other physical holding when necessary for routine physical examinations and tests or for orthopedic, surgical, and other similar medical treatment purposes, or when used to provide support for the achievement of functional body position or proper balance or to protect a person from falling out of bed, or to permit a child to participate in activities without the risk of physical harm.
   4. The use of seat belts, safety belts, or similar passenger restraints during the transportation of a child in a motor vehicle.
   5. The use of force by a person to defend himself or herself or a third person from what the actor reasonably believes to be the imminent use of unlawful force by a child, when the actor uses a degree of such force which he or she reasonably believes to be necessary for such purpose and the actor does not immobilize a child or restrict the freedom of movement of the torso, head, arms, or legs of any child.

V-a. "Seclusion" means the involuntary placement of a child alone in a place where no other person is present and from which the particular child is unable to exit, either due to physical manipulation by a person, a lock, or other mechanical device or barrier. The term shall not include the voluntary separation of a child from a stressful environment for the purpose of allowing the child to regain self-control, when such separation is to an area which a child is able to leave. Seclusion does not include circumstances in which there is no physical barrier between the child and any other person or the child is physically able to leave the area. A circumstance may be considered seclusion even if a window or other device for visual observation is present, if the other elements of this definition are satisfied.

VI. "Serious injury" means any harm to the body which requires hospitalization or results in the fracture of any bone, non-superficial lacerations, injury to any internal organ, second- or third-degree burns, or any severe, permanent, or protracted loss of or impairment to the health or function of any part of the body.

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Good Afternoon Angela,

Per the request of PSU (9/20/19), PSU/CTE would like to report progress to the SBE. We have finalized the following logistics. The SBE is scheduled for November 21, 2019 (located at Woodsville High School) and Brian Walker is designated to attend as Mary Earick will not be able to attend. Chris Ward, Co-Chair of CTE, along with both Laura Stoneking (myself) and Steve Appleby will be in attendance as well.

The PSU Progress Report includes the following programs:
- School Counselor
- Curriculum Administrator
- Mathematics 5-8
- Music Education
- Visual Art Education

Attached is the “Response to Response to July 2019 Plymouth State University Second Priority Progress Report- Submitted by Chris Ward (UVEI) and Laura Thomas (Antioch); September 5, 2019”.

I apologize for any confusion as we get this process aligned with all those involved.

The CAEP decision regarding other accreditation will be provided at a later date when it becomes public (est. May 2020).

Thank you,

Laura A. Stoneking  
Bureau of Educator Preparation and Higher Education  
Division of Educator Support and Higher Education  
NH Department of Education  
101 Pleasant St. Concord, NH 03301  
(603) 271-4196  
Laura.Stoneking@doe.nh.gov
Introduction:
On July 31, 2019, Plymouth State University submitted their second of two priority progress reports as a condition of their 2018 state approval review and decision. The first progress report was submitted in January 2019 and discussed at the March 2019 CTE meeting. Broadly, the intention of the second report was to provide an update on how the institution was continuing to address the recommendations for responsive action related to clinical partnerships and practice and candidate assessment systems for the following programs: School Counselor, Curriculum Administrator, Mathematics 5–8, Music Education, and Visual Art Education. Chris Ward and Laura Thomas met with Mary Earick from Plymouth State University in June 2019 to discuss what specific updates to the first priority progress report would be useful in the second report. Following the submission of the report, the two reviewers met in August of 2019 to craft a unified response, which is found below.

Summary Response:
We found the second priority progress report to sufficiently address both the recommendations for responsive action raised in the 2018 full review and the suggestions by the review team in response to the first priority progress report. The second report clearly documents progress made on collecting candidate performance, candidate disposition, and graduate satisfaction data and its management, analysis, and use; migration of key assessment data into Taskstream; and clinical partnerships and field experiences. Specifically, significant progress was made on migrating assessment data into Taskstream, which facilitated the monitoring of candidate progress through program checkpoints, and the aggregation and disaggregation of data by program and demographics. We were keenly interested and satisfied with the inclusion of assessment data from the advanced programs (Curriculum Administrator and School Counselor) into Taskstream at this time.

Recommendation to the Council:
Our recommendation, in accordance with NH Ed 602.13(g)(2), is that the CTE accept the report and recommend full approval for the following five programs: School Counselor, Curriculum Administrator, Mathematics 5–8, Music Education, and Visual Art Education.

(provided by Chris Ward 11/15/2019)
SECTION I: Plymouth State University Priority Progress Report

SECTION II: Clinical Partnerships and Clinical Practice

A. Clinical Practice

Recommendations that require responsive action

II.A.1 EPP RESPONSE - JANUARY 31, 2019

Diversity of Placements

Table 1: 2014-2017 Intern Clinical Practice Compared to State Averages
Table 2: 2014-2017 Intern Clinical Partnership and Practice by Cohort Demographics
Table 3: 2018-2021 PSU PDS Intern Placements by District Demographics

II.A.2 EPP RESPONSE - JANUARY 31, 2019

B. Clinical Practice

Recommendations that Require Responsive Action

II.B.1 EPP RESPONSE - JANUARY 31, 2019

Table 4: EPP Praxis II Content Scores by Cohort
Table 5: EPP ITE Cohort GPAs at Road to Teacher Certification Decision Points
Table 6: ITE Cohort Average Score
Table 7: EPP ITE Cohort Foundations of Reading State and National Pass Rates
Table 8: Dispositions by Cohort and EPP Rubric Road to Teacher Certification Decision Point I

II.B.2 EPP RESPONSE - JANUARY 31, 2019

II.B.3 EPP RESPONSE – JANUARY 31, 2019

II.B.4 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019

Praxis II with May Updates*

Foundations of Reading with May Updates*

II.B.5 EPP RESPONSE - JANUARY 31, 2019

Table 9: ITP Program Field Experiences
Table 10: ITP Program Field Experiences by HRS and Context

II.B.6 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019

III. A.1:5 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019

III.A.6 EPP RESPONSE

Table 11: TaskStream Implementation Pilot Plan Goals and Targets Status

Why is National SPA recognition important?

Table 12: National SPA Recognition Status

III.A.1:6 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019

Table 13: Key Assessments System by Program and TaskStream Migration Status
Table 14: NH TCAP ITP Pilot Plan Migration Goals and Targets Status

III.A.6 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019

III.A.7 EPP RESPONSE

SECTION III: Quality Control System: Candidate Assessment System and Program Assessment System

The Institution’s Candidate Assessment System

Recommendations that Require Responsive Action

III.A.1:5 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019

III.A.6 EPP RESPONSE

Table 11: TaskStream Implementation Pilot Plan Goals and Targets Status

Why is National SPA recognition important?

Table 12: National SPA Recognition Status

III.A.1:6 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019

Table 13: Key Assessments System by Program and TaskStream Migration Status
Table 14: NH TCAP ITP Pilot Plan Migration Goals and Targets Status

III.A.6 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019

III.A.7 EPP RESPONSE

SECTION IV: Specific Certification Programs: Full Review

School Counselor

Progress Report to Address the Following Recommendations

IV.SC.1 EPP RESPONSE
IV.SC.2 EPP RESPONSE

Curriculum Administrator (K-12)
Recommendations that Require Responsive Action

IV.CA.1 EPP RESPONSE

III.CA.1:5 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019

IV.CA.1 EPP RESPONSE

SECTION IV: SPECIFIC CERTIFICATION PROGRAMS: PAPER REVIEW

MATHEMATICS, 5-8

Recommendations that Require Responsive Action

IV.M.1 EPP RESPONSE

IV.M.2 EPP RESPONSE

IV.M.2 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019

Table 9: ITP Program Filed Experiences

IV.M.3 EPP RESPONSE

MUSIC EDUCATION, K-12

Recommendations that Require Responsive Action

IV.ME EPP RESPONSE

VISUAL ARTS PROGRAM

Recommendations that Require Responsive Action

IV.VA.1 EPP RESPONSE

IV.VA.2 EPP RESPONSE

See IV.M.2 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019

IV.VA.3 EPP RESPONSE
Section I: Plymouth State University Priority Progress Report
PSU shall identify key assessments across all NHDOE/CTE reviewed programs (School Counselor, Curriculum Administrator, Mathematics 5-8, Music Education and Visual Arts), for a comprehensive candidate assessment system as well as key assessments with corresponding rubrics for each certification program. This may include identifying existing assessments more clearly and/or developing new assessments. PSU shall begin to collect data for these systems for the Spring of 2019.

Priority Progress Reports will address the following:
a. Clinical Partnerships and Clinical Practice
b. Candidate Assessment
c. Program Assessment: Individual Program Assessment and Institution’s Unit-Level Assessment

Section II: Clinical Partnerships and Clinical Practice
A. Clinical Practice
Recommendations that require responsive action
1. The University collects some data on placements of field experience requirements, but it is not evident that the outcome data is collected or analyzed. Documenting and evaluating the placements and partnerships in which their students complete clinical experiences will allow the University to assess the geographical range and diversity of its placements, formally ensuring that all interns experience and learn from a diverse range of schools. While several students spoke highly of their experiences in diverse settings, across grade-levels or in culturally or economically diverse schools, it is unclear if this range of experiences is available to all students in all programs. Documenting and analyzing data will also allow the University to identify schools and districts with which it might form more formalized partnerships.

II.A.1 EPP RESPONSE JANUARY 31, 2019
Diversity of Placements
In New Hampshire students identified as ELL represent 6% of all students in schools. 48% of PSU interns between 2014-2017 were placed in schools [on average] where students identified, as ELL was 4%, 6.6 times higher than the state average. In regards to race 100% of PSU interns had placements in schools that met or exceeded state averages. In regards to ethnicity, 48% of PSU school placements exceeded state averages. 76% of PSU interns worked with students at or above the NH state average for economic challenges. Of the 8% of students placed in programs with the lowest free and reduced lunch rates, 79% were serving rural, rural remote and rural fringe schools. The EPP tracks two experiences per intern towards certification requirements. Interns must work in a title I designated [schoolwide title I] or have a rural designation and title I services] school for one of the two placements.

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<th>% Interns Three Cycles</th>
<th># of Interns Three Cycles</th>
<th>Limited English Proficient</th>
<th>Free or Lunch</th>
<th>White</th>
<th>Black</th>
<th>Hispanic</th>
<th>Am. Indian or Alaskan Native</th>
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State Demographic Averages

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Table 1: 2014-2017 Intern Clinical Practice Compared to State Averages

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Table 2: 2014-2017 Intern Clinical Partnership and Practice by Cohort Demographics

Link to Data Base

In the Fall of 2018 Intern clinical experiences migrated to our PDS districts and are under MOUs (Appendix a). 90% of interns were placed in school districts that serve children and youth in school-wide Title I eligible Schools [see table 8 below]. Interns have a minimum of 4 practicum and clinical placements, ensuring one rural and one urban experience. In addition, Taskstream will now allow us to track grade levels as an additional indicator of diversity. Although grade level placements are regularly tracked and reported on for out of state certification on an annual basis at the program level it was not reported at the EPP level to CAEP.

Table 3: 2018-2021 PSU PDS Intern Placements by District Demographics

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<th>Limited English Proficient</th>
<th>White</th>
<th>Black</th>
<th>Hispanic</th>
<th>Am. Indian or Alaskan Native</th>
<th>Asian or Pacific Islander</th>
<th>Multi-Race</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manchester Public Schools (Urban)</td>
<td>54.5% - 93.4 %</td>
<td>15%</td>
<td>57.3%</td>
<td>9%</td>
<td>23.30%</td>
<td>.24%</td>
<td>5.22%</td>
<td>4.80%</td>
</tr>
<tr>
<td>Pittsfield (Rural)</td>
<td>50.0% - 54.0%</td>
<td>0%</td>
<td>91%</td>
<td>1.22%</td>
<td>5.57%</td>
<td>1.04%</td>
<td>0%</td>
<td>.87%</td>
</tr>
<tr>
<td>SAU 48: Pemi Baker Regional (Rural)</td>
<td>38.9% - 50.0%</td>
<td>3%</td>
<td>87.3%</td>
<td>1.67%</td>
<td>4.05%</td>
<td>0%</td>
<td>5.01%</td>
<td>1.90%</td>
</tr>
<tr>
<td>State Demographic Averages</td>
<td>27%</td>
<td>.06%</td>
<td>87%</td>
<td>2%</td>
<td>6%</td>
<td>0%</td>
<td>3%</td>
<td>3%</td>
</tr>
</tbody>
</table>

2. The Holmes Center for School Partnerships and Educator Preparation will provide annual updates of progress on partnerships.

II.A.2 EPP RESPONSE - JANUARY 31, 2019

In addition to a signed MOU from SAU 48 and Response for Engagement (RFE) sent to current PSU partnering districts presented to the NHCTE vising team in March of 2018 (Appendix a) PSU has signed 3YR (2018-2021) Professional Development Schools (PDS) MOU’s with the following districts:

Manchester Public Schools

Pittsfield Public Schools
The following districts are developing MOUs with the Holmes Center for the 2019-2022 school years:

**Laconia School District**

**Franklin Middle School, Franklin School District**

**SAU 20**

### B. Clinical Practice

**Recommendations that Require Responsive Action**

1. *The University has not made easily available aggregate data or analysis of data related to clinical experience evaluations. Documenting, aggregating, and analyzing data will provide valuable insight about the programs’ capacities and inform future decision-making.*

**II.B.1 EPP RESPONSE - JANUARY 31, 2019**

Interim directors provided but did not aggregate available EPP data for the 2017 CAEP visit. A Director began in December of 2018, after a successful faculty search. The Director initiated a three-month audit of 2014-2017 cohort data from January - March of 2018. Aggregated EPP data was reviewed by the Council for Educator Preparation (CEP) in April of 2018. That data is provided in Section II A & B.

Initial Teacher Candidates develop their content knowledge through the general education program, coursework, and field experiences. The professional education programs integrate content knowledge and professional and pedagogical knowledge and skills. There are a number of indicators that teacher candidates are assessed on to document preparation in the content that they plan to teach: candidate scores on the Core Academic Skills Test and Praxis II exams; candidate grades in professional education courses; candidate GPAs; faculty evaluations; co-teaching evaluations; program content standards from the state approval process; program reviews by the national specialty and professional associations; and survey responses from student interns, recent graduates, mentoring teachers, and school administrators.

Core Academic Skills Test and Praxis II Exams: The state of NH requires all candidates for certification to validate their basic skills proficiency by passing the Core Academic Skills assessments in reading, mathematics and writing prior to becoming certified to teach. The state has set passing scores of 156 for reading and 162 for writing and 150 for mathematics. Since the state instituted this requirement for licensure, PSU has made passing the Core Academic Skills Test a requirement for teacher certification candidacy, student teaching, and graduation from professional education programs. Our passing rate, therefore, is 100% every year. The state also requires that all applicants for certification in Art, Early Childhood Studies, Elementary Education, English Education (5-12), Mathematics (5-8 and 7-12), and Social Science Education (5-12) submit passing scores on the Praxis II exam in their content areas. PSU strongly recommends that candidates in these programs take the Praxis II exam just prior to student teaching; however, taking and passing the Praxis II exam is not a requirement for ITP student teaching or graduation across EPP programs but is for recommendation for NH certification.
and synthesis of information in the field, which then impact their GPAs.

In 2013-2014, a total of 109 program completers took one or more tests in a content category within their area of specialization [Table 4 above]. A total of 90 passed all tests taken in a category and within their specialization (83% pass rate). This pass rate indicates that candidates are proficient in basic skills within their content, but fell well below our state average, faculty became explicit in alignments of Praxis II to key assessments, which resulted in closing the statewide performance gap by 5% by 2015-16.

For programs that are not required to take a Praxis II content exam and have gone through a national review, program faculty developed a content exam and item analyses were computed for each item to ensure validity and reliability of the test item. These programs; Physical Education, Health Education, General Special Education, Ed Technology, have all met passing Target Standards outlined, developed and reviewed by their SPAs. Data and analyses may be found in specific SPA reports linked through live text links above.

Grades in content courses are based on multiple assessments. Many of these assessments are designed to evaluate both what the candidates knows and how he/she is able to apply that knowledge. Candidates also developed portfolios throughout their professional education programs in Mahara, that included evidence of their content knowledge aligned with state and national standards as well as the Unit’s conceptual framework and diversity framework used to support SPA reports. An examination of the candidate work samples is included within the SPA exhibits assessments and the standards for grading candidates.

Content knowledge data from the internship in supervision evaluation forms aligned to InTASC College and Career Standards are collected at two points during the final internship experience for ITP candidates, and at four points for candidates K-12 certification areas as they have two eight week capstone internship experiences to meet K-12 certification standards.. EPP cohort trend analysis between the years of 2014-2017 was not completed by the EPP interim directors, but was collected, parsed and provided by the EPP for review at the program level and for use in their SPA reports. TaskStream will report this data by cohort using our three-point grading system that has been recalibrated to be consistent across programs.

In relationship to GPA, once accepted to the program we consistently see a small decline in GPA at decision point 3 – application to the professional program internship. We have determined from student feedback during the Road to Certification seminars, that the courses in years two and three require increasing amounts of time in and traveling to PreK-12 public schools as well as additional skills in observation, engagement and synthesis of information in the field, which then impact their GPAs.
### Table 5: EPP ITE Cohort GPAs at Road to Teacher Certification Decision Points

<table>
<thead>
<tr>
<th>Year</th>
<th>Decision PT 1 EPP Cohort Average</th>
<th>Decision PT 3 EPP Cohort Average</th>
<th>Decision PT 4 EPP Cohort Average</th>
<th>N</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015-2016</td>
<td>3.49</td>
<td>3.34</td>
<td>3.46</td>
<td>76</td>
</tr>
<tr>
<td>2016-2017</td>
<td>3.64</td>
<td>3.59</td>
<td>3.63</td>
<td>86</td>
</tr>
</tbody>
</table>

PSU has shown statistically significant increases in GPA cohort data that is consistent with Praxis Core data increases and Foundations of Reading (FR) data (Table 7). Over three cycles the EPP has gone from 1% under the state average to 2% above the state average for the FR and praxis core tests. Early completers passing rates for the FR test for the 2015-2016 suggests this trend will continue. The most significant increases occurred in the Elementary Education program who changed their requirement from a cumulative GAP of 2.7 to 3.0 in 2014.

### Table 6: ITE Cohort Average Score

<table>
<thead>
<tr>
<th>Year</th>
<th>Praxis Core Writing</th>
<th>Praxis Core Math</th>
<th>Praxis Core Reading</th>
<th>N</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014-2015</td>
<td>173.80</td>
<td>176.40</td>
<td>176.26</td>
<td>99</td>
</tr>
<tr>
<td>2015-2016</td>
<td>175.02</td>
<td>176.40</td>
<td>178.28</td>
<td>76</td>
</tr>
<tr>
<td>2016-2017</td>
<td>175.06</td>
<td>176.40</td>
<td>180.37</td>
<td>86</td>
</tr>
</tbody>
</table>

### Table 7: EPP ITE Cohort Foundations of Reading State and National Pass Rates

<table>
<thead>
<tr>
<th>Assessment Information</th>
<th>Group</th>
<th>Number Taking Assessment</th>
<th>Number Passing Assessment</th>
<th>Institutional Pass Rate</th>
<th>Institutional Average Scaled Score</th>
<th>Assessment Cut Score</th>
<th>Number Taking Assessment</th>
<th>Number Passing Assessment</th>
<th>Statewide Pass Rate</th>
<th>Statewide Average Scaled Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>FOUNDATIONS OF READING (ESPF090) Text Company: E.S. Pearson</td>
<td>All enrolled students who have completed all mandated courses, 2015-16</td>
<td>1</td>
<td>1</td>
<td>48</td>
<td>56%</td>
<td>239</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Score Range: 100-300</td>
<td>Other completed students, 2015-16</td>
<td>10</td>
<td>5</td>
<td>50%</td>
<td>230</td>
<td>240</td>
<td>163</td>
<td>44</td>
<td>43%</td>
<td>232</td>
</tr>
<tr>
<td></td>
<td>All program completers, 2015-16</td>
<td>23</td>
<td>18</td>
<td>78%</td>
<td>249</td>
<td>240</td>
<td>313</td>
<td>237</td>
<td>76%</td>
<td>247</td>
</tr>
<tr>
<td></td>
<td>All program candidates, 2014-15</td>
<td>39</td>
<td>32</td>
<td>82%</td>
<td>245</td>
<td>240</td>
<td>385</td>
<td>315</td>
<td>82%</td>
<td>249</td>
</tr>
<tr>
<td></td>
<td>All program completers, 2013-14</td>
<td>11</td>
<td>0</td>
<td>82%</td>
<td>252</td>
<td>240</td>
<td>86</td>
<td>71</td>
<td>83%</td>
<td>253</td>
</tr>
</tbody>
</table>

*Note: 2017-2018 ETS data reports are currently in their resolution period and will be available in April of 2019.

Between 2013 and 2017 DatTrack and Qualtric were used with Mahara to track program and EPP supervision, survey and GPA data. As these systems did not interface, data extraction and merging were done manually in excel spreadsheets and electronic files for every student which were then transferred to our Banner reporting system. The EPP recognized this system lacked the organizational structure to offer real time monitoring by students and faculty of the [Road to Certification Requirements](#), dispositional evaluations and formative evaluations prior to entering a capstone experience, impacted the level of rigor we strove to achieve, and required large commitments of human capital prompting our [adoption of Taskstream](#). The EPP has completed the following tasks in relationships to having one TaskStream data hub for creating and
reporting SPA, State and EPP cohort trend analysis and evaluation. Mahara migration to TaskStream [newly branded WaterMark] was beta tested using the NH Supervision Evaluation Elementary Education in the Fall of 2017. As our largest teacher preparation program, Elementary Education provided the opportunity to assess professional learning needs for students; faculty and schools’ districts which informed our fall of 2018 roll out. The spring 2018-midterm evaluations return rate by supervisors and mentor teachers was 93% without extended technical assistance [NHDOE state visit, 03.28.18, Appendix a]. The 7% who needed additional technical assistance have been documented through a consultation log, which is being used to develop an FAQ for annual training sessions in our PDS districts and with PSU EPP Faculty. The Holmes Center has migrated all documentation of the TaskStream rollout to Microsoft Teams and Asana to progress monitor and archive EPP implementation [TEAMs EPP screen shot].

In 2013 the CEP entered Phase I in developing a multi-point unit dispositional tool and approved an alignment chart with rubric: Campus-based Unit Dispositional Behaviors Rubric. This EPP tool focused on early behaviors that could be identified in on campus courses in a candidate’s first 3 semesters. Our intention was to identify and report behaviors that candidates needed to demonstrate with consistency and fairness prior to working with school aged children, which we referred to as transferable dispositional behaviors. Data on these transferable behaviors was collected at two intervals by the EPP from 2013-2017 as a requirement for acceptance into a certification program and as a CHECK decision point in the road to teacher certification process. As this is our first decision point candidate needed to fall within approaching or meeting target. This data from the Faculty Evaluation replaced a written recommendation for teacher candidates by faculty which offered no quantifiable data. This change was in response to 2013 NCATE recommendations that we needed to begin developing systems that could validate our data. The survey questions align to 4 categories; (1) professional communication and collaboration, (2) reflective practice, (3) cultural awareness and (4) personal responsibility. That data is reviewed by the Holmes Center for individual candidates and aligned to the EPP PSU Campus-based Unit Dispositional Behaviors Rubric for review. Individual programs regularly use field based dispositional tools specific to their content areas and which they include in program, state and SPA data reviews. The questions developed for the evaluation were informed by the Phase I Dispositions Report which included all current early dispositional assessment forms across the EPP [Phase I Report].

Phase II was to identify a field-based tool that could be adopted by the EPP which was overseen by the Dispositions Taskforce discussed in our self-study. The Taskforce has adopted the Educational Disposition Assessment (EDA) [NHDOE state visit, 03.28.18, Appendix a] a valid and reliable dispositional tool which includes inter-rater reliability training tools and support response to the CAEP Nov 2017 finding. The EDA a valid and reliable Disposition Assessment Tool was adopted [NHDOE state visit, 03.28.18, Appendix a]. In addition, it is TaskStream enabled for full online use beginning the fall of 2019 as part of the Road to Teacher Certification. Beginning in the fall of 2019, data will be collected at 4 points by trained education faculty in years 1-2 in dedicated education courses and mentor teacher supervisors in years 3-4 during internships and practicums. PSU completed Initial Teacher Preparation EDA calibration training for faculty on January 15, 2019. Advanced Programs aligned the EDA categories with national education leadership, school psychology and school counseling standards and will complete their calibration training at the May 2019 data retreat meeting and 85% interrater reliability standard. A self-guided calibration tool was developed during this calibration training that will be made available to mentor supervisors online. Mentor supervisors who do not meet the 85% interrater reliability threshold will come on campus for professional development.

The faculty evaluation was piloted in the fall of 2014. Review of cohort 1 data suggested that the professional communication and collaboration (PCC) category appeared overinflated when compared to work faculty were collecting in their courses. This prompted a decision to add to explicit questions on a
candidate’s ability to successfully communicate verbally and in writing. This adjustment decreased the PCC capsule average from 83% Meeting Target to 72% and 73% in cohort II and III, which better matched the work students were producing in education courses. While PCC and personal responsibility trend high, we are continuing to engage in discussion on how we can support growth and development in reflective practice and cultural awareness [Table 8 below] and offer ways for faculty to ‘see’ it in action in their classrooms. With the EDA in place in the fall of 2019 with four reliable data points, we can begin revising the faculty evaluation and building additional capsule questions to balance the inputs, based on incoming data. This would offer an opportunity to use components of the interrater reliability training as professional learning opportunities for general education faculty.

### Professional Communication and Collaboration

<table>
<thead>
<tr>
<th></th>
<th>Cohort I</th>
<th>Cohort II</th>
<th>Cohort III</th>
<th>Cohort I</th>
<th>Cohort II</th>
<th>Cohort III</th>
<th>Cohort I</th>
<th>Cohort II</th>
<th>Cohort III</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Not Met</td>
<td>Approaching (required)</td>
<td>Target</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Collaborates</td>
<td>2%</td>
<td>2%</td>
<td>2%</td>
<td>11%</td>
<td>16%</td>
<td>17%</td>
<td>86%</td>
<td>78%</td>
<td>76%</td>
</tr>
<tr>
<td>Shares Ideas</td>
<td>2%</td>
<td>4%</td>
<td>4%</td>
<td>32%</td>
<td>31%</td>
<td>29%</td>
<td>66%</td>
<td>66%</td>
<td>66%</td>
</tr>
<tr>
<td>Respectful</td>
<td>0%</td>
<td>1%</td>
<td>1%</td>
<td>4%</td>
<td>7%</td>
<td>5%</td>
<td>96%</td>
<td>93%</td>
<td>93%</td>
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<tr>
<td>Seeks Clarification</td>
<td>5%</td>
<td>5%</td>
<td>3%</td>
<td>17%</td>
<td>23%</td>
<td>32%</td>
<td>78%</td>
<td>73%</td>
<td>73%</td>
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<tr>
<td>Understood in Writing</td>
<td>6%</td>
<td>3%</td>
<td></td>
<td>31%</td>
<td>21%</td>
<td></td>
<td>55%</td>
<td>63%</td>
<td></td>
</tr>
<tr>
<td>Understood Speaking</td>
<td>5%</td>
<td>4%</td>
<td></td>
<td>26%</td>
<td>28%</td>
<td></td>
<td>69%</td>
<td>67%</td>
<td></td>
</tr>
<tr>
<td><strong>Capsule Averages</strong></td>
<td><strong>2%</strong></td>
<td><strong>4%</strong></td>
<td><strong>3%</strong></td>
<td><strong>16%</strong></td>
<td><strong>22%</strong></td>
<td><strong>22%</strong></td>
<td><strong>82%</strong></td>
<td><strong>72%</strong></td>
<td><strong>73%</strong></td>
</tr>
</tbody>
</table>

### Reflective Practice

<table>
<thead>
<tr>
<th></th>
<th>Cohort I</th>
<th>Cohort II</th>
<th>Cohort III</th>
<th>Cohort I</th>
<th>Cohort II</th>
<th>Cohort III</th>
<th>Cohort I</th>
<th>Cohort II</th>
<th>Cohort III</th>
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<tbody>
<tr>
<td></td>
<td>Not Met</td>
<td>Approaching (required)</td>
<td>Target</td>
<td></td>
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<td>5%</td>
<td>34%</td>
<td>30%</td>
<td>34%</td>
<td>59%</td>
<td>62%</td>
<td>59%</td>
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<td>5%</td>
<td>5%</td>
<td>6%</td>
<td>43%</td>
<td>36%</td>
<td>43%</td>
<td>51%</td>
<td>57%</td>
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<td>4%</td>
<td>3%</td>
<td>40%</td>
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<td>38%</td>
<td>58%</td>
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<td>59%</td>
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<td><strong>Capsule Averages</strong></td>
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<td><strong>4%</strong></td>
<td><strong>39%</strong></td>
<td><strong>33%</strong></td>
<td><strong>39%</strong></td>
<td><strong>56%</strong></td>
<td><strong>59%</strong></td>
<td><strong>55%</strong></td>
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### Cultural Awareness

<table>
<thead>
<tr>
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<th>Cohort III</th>
<th>Cohort I</th>
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<th>Cohort II</th>
<th>Cohort III</th>
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<tbody>
<tr>
<td></td>
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<td>Approaching (required)</td>
<td>Target</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Open to New Ideas &amp; Diverse Perspectives</td>
<td>1%</td>
<td>1%</td>
<td>1%</td>
<td>18%</td>
<td>10%</td>
<td>14%</td>
<td>76%</td>
<td>83%</td>
<td>74%</td>
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<td>Conflict Resolution Goal</td>
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<td>3%</td>
<td>7%</td>
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<td>62%</td>
<td>74%</td>
<td>58%</td>
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<td><strong>Capsule Averages</strong></td>
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<td><strong>1%</strong></td>
<td><strong>1%</strong></td>
<td><strong>11%</strong></td>
<td><strong>9%</strong></td>
<td><strong>11%</strong></td>
<td><strong>69%</strong></td>
<td><strong>79%</strong></td>
<td><strong>66%</strong></td>
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</table>

### Personal Responsibility

<table>
<thead>
<tr>
<th></th>
<th>Cohort I</th>
<th>Cohort II</th>
<th>Cohort III</th>
<th>Cohort I</th>
<th>Cohort II</th>
<th>Cohort III</th>
<th>Cohort I</th>
<th>Cohort II</th>
<th>Cohort III</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Approaching (required)</td>
<td>Target</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accepts Responsibility</td>
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<td>1%</td>
<td>3%</td>
<td>20%</td>
<td>17%</td>
<td>15%</td>
<td>80%</td>
<td>83%</td>
<td>82%</td>
</tr>
<tr>
<td>High Standards</td>
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<td>6%</td>
<td>5%</td>
<td>31%</td>
<td>27%</td>
<td>21%</td>
<td>65%</td>
<td>67%</td>
<td>63%</td>
</tr>
<tr>
<td>Persists</td>
<td>3%</td>
<td>3%</td>
<td>3%</td>
<td>18%</td>
<td>20%</td>
<td>35%</td>
<td>65%</td>
<td>69%</td>
<td>67%</td>
</tr>
<tr>
<td>Meets Timelines</td>
<td>1%</td>
<td>3%</td>
<td>3%</td>
<td>23%</td>
<td>23%</td>
<td>19%</td>
<td>76%</td>
<td>73%</td>
<td>78%</td>
</tr>
<tr>
<td>Punctual</td>
<td>3%</td>
<td>1%</td>
<td>2%</td>
<td>12%</td>
<td>11%</td>
<td>16%</td>
<td>85%</td>
<td>87%</td>
<td>81%</td>
</tr>
<tr>
<td>Preparedness</td>
<td>3%</td>
<td>1%</td>
<td>2%</td>
<td>24%</td>
<td>21%</td>
<td>24%</td>
<td>73%</td>
<td>78%</td>
<td>74%</td>
</tr>
<tr>
<td>Takes Initiative</td>
<td>8%</td>
<td>9%</td>
<td>9%</td>
<td>35%</td>
<td>34%</td>
<td>31%</td>
<td>56%</td>
<td>63%</td>
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</tr>
</tbody>
</table>
Table 8: Dispositions by Cohort and EPP Rubric Road to Teacher Certification Decision Point I

1.B.1 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019

Content knowledge is assessed through SPA key assessments, the NHTCAP, content exams and Praxis II for programs that require it for graduation. SPA key assessments and NHTCAP data were made available onsite. Below is the most up to date Praxis II data. In addition to directing the center, I also serve as the administrator for our Federal Title II and ETS Reporting Services. The ETS reporting system is an important data source as not all programs require praxis II as a requirement to graduate. The ETS database allows me to review data over cycles and capture students who graduated but did not report their Praxis II scores to PSU as well as graduates in states other than NH, where the Foundations of Reading is a required test. Through the ETS portal I have access to detailed student test data which allows me over time to fill in data gaps. This process on average takes three years per cohort of graduates.

Please note that we are still engaging in data resolution, approximately 30% of 2017-2018 graduate Praxis’ II and Foundations of Reading scores have been recorded. 2018-2019 data will be made available for review after completion of resolution in the fall of 2019. (See table 1 below)

Praxis II with May Updates*

Table 1: EPP Praxis II Content Scores by Cohort – May Updates (Table 2 in Self Study)
*Note: The self-study chart did not include 2017-2018 ETS data reports which were in their resolution period and made available in May of 2019.

The Foundations of Reading is an important data point we track, as on any given year Elementary Education and Early Childhood candidates make up 44-50% of our graduates. PSU is above the average NH state pass rate for the Foundations of Reading at this point in the pre-resolution period, exceeding initial gains made in the 2014-2017 cohort cycles presented in our self-study. Final assessment of these gains will be determined when the 2018-2019 data is made available. Our goal is to exceed the average NH state pass rates (see table 2 below).
Foundations of Reading with May Updates*

Table 2: EPP ITP Cohort Foundations of Reading State and National Pass Rates – May Updates (Table 5 in Self Study)

*Note: The self-study chart did not include 2017-2018 ETS data reports which were in their resolution period and made available in May of 2019.

2. Develop a process to consistently identify, implement and evaluate early, varied and consistent field placement across all programs.

II.B.2 EPP RESPONSE - JANUARY 31, 2019

ITP programs in Elementary and Early Childhood Education require a 3 week practicum prior to their capstone internship grounded in co-teaching onsite with PSU faculty in PDS schools during mid-level courses, observation and early co-teaching small groups in early experiences. K-12 programs in Music, Health, Art and PE require two eight-week teaching internships in the program’s final year in addition to opportunities to teach in mid-level [Year 2-3] courses as well observe and teach small groups in early experiences [Year I]. Social Studies, English, Science and Mathematics offer a sustained culminating student internship in addition to mid-teaching experiences [Year 2-3] as well as observation and small group teaching in early experiences [Year I]. Advanced programs [non-ITP] work with in-service professionals that have an identified full-time academic placement to complete practicum requirements. The EPP identified and addressed concerns on early experiences in our ITP Graduate programs in 2016. This resulted in all advanced ITP programs merging with their UG equivalents to strengthen early clinical experiences and insure common expectations for ITP [GRAD] students, which was reflected in a joint 01.2017 ITE Program Coordinator Revisions, adopted by the EPP.

Music, Art and Mathematics ITP education programs are working with the Holmes Center in collaboration with the CEP to develop a more effective graphic organizers to communicate early, mid and culminating practicum and internship expectations across the EPP. In addition, they are revising syllabi to more explicitly identify the early and mid-level experiences. These modifications will be available for review in our July 31, 2019 Priority Report. Table 9 (below) is a current overview of field experiences.

Table 9: ITP Program Filed Experiences

<table>
<thead>
<tr>
<th>Courses</th>
<th>Early HRS</th>
<th>Mid HRS</th>
<th>Culminating WKS(HRS)</th>
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<td>YR 1-2</td>
<td>YR 2-3</td>
<td>YR 4</td>
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<td>Evaluation*</td>
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<tr>
<td>ART EDUCATION K-12</td>
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<tr>
<td>AE 1000 Introduction to Art Education</td>
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<tr>
<td>AE 2000 Foundations of Art Education</td>
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<td>AE 3050 Methods and Materials for Art Education</td>
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<td>AE 3060 Instructional Planning &amp;Pedagogy for Art Edu</td>
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<td>Course Description</td>
<td>Credits</td>
<td>Credits</td>
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<tr>
<td>----------------------------------------------------------------------------------</td>
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<td>---------------</td>
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<tr>
<td>AE 3100 Curriculum and Assessment for Art Education</td>
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<td>AE 4950: Art Edu Internship in Teaching: K-12</td>
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<td>120</td>
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<tr>
<td>AE 4970: Art Edu Internship in Teaching: Elementary</td>
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<tr>
<td>AE 4960: Art Edu Internship in Teaching: Secondary</td>
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<tr>
<td><strong>Program Totals</strong></td>
<td><strong>30</strong></td>
<td><strong>150</strong></td>
<td><strong>16 (640)</strong></td>
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<td><strong>Music Education K-12</strong></td>
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<tr>
<td>ME 1100 Intro to Music Education</td>
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<tr>
<td>ME 3110 Elementary School Music Methods</td>
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<tr>
<td>ME 4200 Secondary School Music Methods</td>
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<tr>
<td>ED 4300 Internship in Student Teaching</td>
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<tr>
<td>ED 4400 Internship in Student Teaching</td>
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</tr>
<tr>
<td><strong>Program Totals</strong></td>
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<td><strong>160</strong></td>
<td><strong>16 (640)</strong></td>
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<tr>
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<tr>
<td>PE 3600: Adapted Physical Education</td>
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<tr>
<td>PE 3020/PE 3050: Instructional Strategies I: Elementary Physical Education</td>
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<td>40/40(80)</td>
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<td>PE 4040/PE 4050: IS II: Teaching Secondary Physical Education</td>
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<td>48/48(96)</td>
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<tr>
<td>PE 4710: Internship in Teaching</td>
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<tr>
<td>PE 4720: Internship in Teaching</td>
<td></td>
<td>8</td>
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</tr>
<tr>
<td><strong>Program Totals</strong></td>
<td><strong>10</strong></td>
<td><strong>186</strong></td>
<td><strong>16 (640)</strong></td>
</tr>
<tr>
<td><strong>Physical Education/Health Education Teacher Certification K-12</strong></td>
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<td>HE 3105: Teaching Strategies, Methods &amp; Resources in Health Education</td>
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<td>PE 3020/PE 3050: Instructional Strategies I: Elementary Physical Education</td>
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<td>40/40(80)</td>
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<tr>
<td>PE 4040/PE 4050: IS II: Teaching Secondary Physical Education</td>
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<td>48/48(96)</td>
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<tr>
<td>PEHE 4710: Internship in Teaching</td>
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<td>PEHE 4720: Internship in Teaching</td>
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<tr>
<td><strong>Program Totals</strong></td>
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<td><strong>186</strong></td>
<td><strong>16 (640)</strong></td>
</tr>
<tr>
<td><strong>Early Childhood K-3</strong></td>
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<tr>
<td>ER 2200: The Constructivist Approach to Early Care &amp; Edu</td>
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<td>ER 2800: Preschool - K Curriculum Instruction</td>
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<td>RL 3500: Reading, Writing, and Language Arts in the Primary Grades</td>
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<td>ER 3700 Learning and Teaching in the Primary Grades</td>
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<td>ER 4290 Title Primary Grade Practicum</td>
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<td>ER 4410 Title K-3 Internship in Teaching in an Inclusive Classroom</td>
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<td><strong>Program Totals</strong></td>
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<td><strong>35</strong></td>
<td><strong>19 (760)</strong></td>
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<tr>
<td><strong>Elementary Education K-6/K-8</strong></td>
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<tr>
<td>ED 3055: Foundations of Teaching Practicum</td>
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<td>96</td>
<td></td>
</tr>
<tr>
<td>ED 3080: Teaching in the Content Areas Practicum</td>
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<td>96</td>
<td></td>
</tr>
<tr>
<td>ED 4300 Internship in Student Teaching</td>
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<td>3</td>
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<tr>
<td>ED 4400 Internship in Student Teaching</td>
<td></td>
<td>16</td>
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</tr>
<tr>
<td><strong>Program Totals</strong></td>
<td><strong>96</strong></td>
<td><strong>96</strong></td>
<td><strong>19 (760)</strong></td>
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<tr>
<td><strong>English Education (UG, ADV)</strong></td>
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</tr>
<tr>
<td>EN 2900: Introduction to English Teaching</td>
<td></td>
<td>96</td>
<td></td>
</tr>
<tr>
<td>EN 4555/5870: Teaching Literature to Secondary Students</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EN 4310/5640: Teaching Writing to Secondary Students
96
8
EN 4320/5900: Internship in Teaching
8

Program Totals
96
96
16 (640)

Mathematics (UG)

MA 3050: Introduction to Mathematics Education
20

MA 4020: The Cultural and Psychological Aspects of Mathematics Learning
12

MA 4040 Teaching and Learning Mathematics in the Secondary and Middle School
18

MA 4965 Internship in Teaching
16

Program Totals
20
30
16 (640)

Mathematics (ADV)

MG5320: Number, Quantity, and Algebra for Middle/Secondary School Teachers
2-3 Lessons in each course were delivered in the candidate’s home School (80)

MG5330: Functions and Modeling for Middle/Secondary School Teachers

MG5340: Geometry for Middle/Secondary School Teachers

MG5350: Stat and Probability for Middle/Secondary School Teachers

MG5960 Mathematics Teaching Internship

Program Totals
24
24
16

ITP Totals (Hrs)
471
963
6000

ITP Averages (Hrs)
52
107
667

Social Studies Aligning to new SPA Standards

TESOL Aligning to new SPA Standards

*75% of course practicums and internships are evaluated/mentored by teacher supervisors, 25 % are by PSU faculty. Culminating experiences are additionally monitored by the Holmes Center in TaskStream and reported in the SPA key assessment data (see table 13).

<table>
<thead>
<tr>
<th>Table 10: ITP Program Field Experiences by HRS and Context</th>
<th>Total # HRS</th>
<th>Context</th>
</tr>
</thead>
<tbody>
<tr>
<td>ART EDUCATION</td>
<td>820</td>
<td>K-12</td>
</tr>
<tr>
<td>Music Education</td>
<td>840</td>
<td>K-12</td>
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<tr>
<td>Physical Education Teacher Certification</td>
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<td>K-12</td>
</tr>
<tr>
<td>Physical Education/Health Education Teacher Certification</td>
<td>836</td>
<td>K-12</td>
</tr>
<tr>
<td>Early Childhood K-3</td>
<td>940</td>
<td>Integrated Focus</td>
</tr>
<tr>
<td>Elementary Education K-6/K-8</td>
<td>952</td>
<td>Integrated Focus</td>
</tr>
<tr>
<td>English Education (UG, ADV)</td>
<td>832</td>
<td>Content Focus</td>
</tr>
<tr>
<td>Mathematics (UG) (5-8) (7-12)</td>
<td>690</td>
<td>Content Focus</td>
</tr>
</tbody>
</table>
- PSU K-12 education programs have a relatively consistent practicum and internship experience.
- K-3, K-6 and K-8 education with an integrated curriculum focus are required to have added expertise in child development and family engagement and have a relatively consistent practicum and internship experience.
- Content education programs have the greatest range of experiences. Mathematics is conducting a program review and self-study to assess modifications and changes to their curriculum to move to a minimum of an 832-836 practicum and internship range with a goal of reorganizing courses to leverage our PDS district partnerships for possible yearlong placements in their culminating year, raising their Total # of hrs. into the 900 range.

I.B.I1 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019
See Internship in Teaching Significance Review (attachment)

2019 Intern, Mentor and Supervisor Satisfaction Survey

3. The Holmes Center for School Partnerships and Educator Preparation will provide annual updates of progress on partnerships.

II.B.3 EPP RESPONSE – JANUARY 31, 2019
See Section II A.2 Response

II.B.3 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019
See Internship in Teaching Significance Review (attachment)

2019 Intern, Mentor and Supervisor Satisfaction Survey

Section III: Quality Control System: Candidate Assessment System and Program Assessment System
The Institution’s Candidate Assessment System

A. The Institution’s Program Assessment System

Recommendations that Require Responsive Action
The five programs receiving the SPA National Recognition with Conditions are conditionally recognized by the New Hampshire Department of Education. Thus, each of the following programs will submit their annual updated SPA Report, including CAEP’s responses to said report, as a part of their NHDOE/CTE Priority Progress Reports, due January 31, 2019 and July 31, 2019:
1. Special Education Administrator (Ed 506.07) – Nationally Recognized with Conditions Resubmit March, 2019
2. Elementary Education (Ed 612.04) (UG, PB) – Nationally Recognized
3. Mathematics, 7-12 (Ed 612.18) – Not Recognized- Full self-study due March 2019
4. Education Technology Integrator (Ed 612.19) – Nationally Recognized with Conditions Resubmit March, 2019
5. Social Studies, 5-12 (Ed 612.28). – Nationally Recognized

III.A.1:5 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019
See Appendix b1-5

All the following programs are nationally accredited by AAQEP through 2026 (letter attached.)

- Special Education Administrator (Ed 506.07) – Nationally Recognized
- Elementary Education (Ed 612.04) (UG, PB) – Nationally Recognized
- Mathematics, 7-12 (Ed 612.18) – Nationally Recognized through 2021-Conditions. Conditions have been addressed (increased practicums with content see IV.M.2 practicum chart, p.23). Please note this program is being taught out and being replaced with a 4+1 program as the needed content and practicums were difficult for students to complete in 4 years. It has been replaced by a Math Education (no-cert) pathway that will lead into our postbac math option.
- Education Technology Integrator (Ed 612.19) – Nationally Recognized with Conditions-ISTI has left CAEP and to continue to apply for national recognition is cost prohibitive ($6,000.00) at this time. As this is not a requirement for state or national accreditation PSU will not continue to apply for National SPA Recognition for this program. It is nationally accredited and recognized by AAQEP (letter attached.)
- Social Studies, 5-12 (Ed 612.28). – Nationally Recognized

1. Full implementation of TaskStream in a timely manner to ensure consistent collection and analysis of data across all programs, to monitor and improve the programs of study, the facilitation of learning, the quality of field experiences, the assessment of candidates and the overall performance of programs.

III.A.6 EPP RESPONSE

PSU’s EPP programs have made data driven decisions to improve program quality assurance elements and processes and operational effectiveness toward continuous improvement as evidenced through our University Review & Strategic Allocation (URSA) evaluation and accreditation processes, which were presented in our CAEP AIMs reports and SPA reports noted in this document. The URSA process began in 2014 and is now foundational to the EPP Cluster Model which has driven our implementation process and provides the context under which we are approaching continuous improvement. The empirical data reviewed during this process directly informed four EPP decisions that developed our current quality assurance system, TaskStream. The following plan was developed and implemented as an outcome of the URSA process:

- Establish a Center for School Partnerships and Educator Preparation (Fall, 2016) [SS.p.30] with 4 focus areas [SSAE8]: (1) Clinical Experiences: develop school partnerships rather than placements, (2) Professional Development: align with school improvement policies and respond to identified school needs (3) Scholarship and Innovation: support programming in our new Cluster model and (4) Accreditation and Assessment: migrate from our current quality
assurance system Qualtrics, Tracdat and Banner to a technology-based system, TaskStream to meet CAEP standards.

- **Adoption and Migration to the NH TCAP (2016)** to replace individual program Teacher Work Samples (TWS) across the EPP to the NH TCAP in collaboration with the NH IHE Network aligned to InTASC and state standards.

- **Merger of ITE Certification Programs** (UG-Postbac) to strengthen early clinical experiences and insure common expectations for ITE graduate students which was reflected in the joint 01.2017 ITP Program Coordinator Revisions adopted by the EPP.

- **Adoption and Migration to TaskStream (Summer 2017)** as a Data-hub to allow efficient, real time monitoring by students and faculty of the road to certification requirements, dispositional evaluations, GPA and formative evaluations. This is in addition to program level advising and SPA data collection and replaced the current quality assurance system using Qualtrics, Tracdat and BANNER.

TaskStream is our quality assurance system. TaskStream was in beta testing during our 2017 CAEP accreditation site visit and the implementation process reported as part of our CAEP PSU SIP Response. In addition, TracDat and Qualtric were used with Mahara to track program and EPP data from 2013-2017 and that data was submitted in required annual SPA reports through CAEP’s AIMS webportal. DatTrac, Qualtric and Mahara did not interface, therefore data extraction and merging were done manually in excel spreadsheets and electronic files for every student which were then transferred to our Banner reporting system. The EPP recognized this system was not efficient and required large commitments of human capital prompting our adoption of Taskstream in the spring of 2017. With full support of our President and Provost’s Office fiscal and human capital were allocated in support of the Holmes Center and Taskstream adoption and migration.

“TaskStream, a data management system, was purchased in late spring 2017 for $81,000. The same amount will be budgeted for the 2018-2019 academic year. Both the Learning Achievement Tools (LAT) and the Assessment Management System (AMS) modules were purchased. The Holmes Center for School Partnerships and Educator Preparation (Center) is taking the lead on implementing the LAT module. The Center hired a part-time consultant to focus on the implementation of the LAT. This part-time position is funded through June 30, 2018 [and has been extended through June of 2019]. Continued funding for this position will be requested throughout the budget process.” [SSA.p1]

TaskStream was beta tested using the New Hampshire Supervision Evaluation Elementary Education in the fall of 2017. As our largest teacher preparation program, Elementary Education provided the opportunity to assess professional learning needs for students; faculty and school districts, which informed our implementation for the fall of 2018 and full online deployment for the fall of 2019, [NHDOE state visit, 03.28.18, Appendix a].

<table>
<thead>
<tr>
<th>Timing</th>
<th>Task</th>
<th>Resource Allocation</th>
<th>Status</th>
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<td>Adoption and Migration</td>
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<tr>
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<td>and Migration</td>
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<td>to the NH TCAP (2016)</td>
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<td>01.2017</td>
<td>to replace individual</td>
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<td>Samples (TWS) across the</td>
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<td>Merger of ITE Certification</td>
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<td>Programs (UG-Postbac)</td>
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<td>01.2017</td>
<td>to strengthen early</td>
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<td>01.2017</td>
<td>clinical experiences and</td>
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<td>01.2017</td>
<td>insure common expectations</td>
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<td>01.2017</td>
<td>for ITE graduate students</td>
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<td>01.2017</td>
<td>which was reflected in the</td>
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<td>to TaskStream (Summer 2017)</td>
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<td>as a Data-hub to allow</td>
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<td>and faculty of the road</td>
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<tr>
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<td>evaluations, GPA and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>01.2017</td>
<td>formative evaluations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>01.2017</td>
<td>This is in addition to</td>
<td></td>
<td></td>
</tr>
<tr>
<td>01.2017</td>
<td>program level advising</td>
<td></td>
<td></td>
</tr>
<tr>
<td>01.2017</td>
<td>and SPA data collection</td>
<td></td>
<td></td>
</tr>
<tr>
<td>01.2017</td>
<td>and replaced the current</td>
<td></td>
<td></td>
</tr>
<tr>
<td>01.2017</td>
<td>quality assurance system</td>
<td></td>
<td></td>
</tr>
<tr>
<td>01.2017</td>
<td>using Qualtrics, Tracdat</td>
<td></td>
<td></td>
</tr>
<tr>
<td>01.2017</td>
<td>and BANNER.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Our system has 4 components: (1) Dispositions tracking at 4 decision points. (2) Decision Points for GPA, and Praxis Core, (3) Clinical Experiences and (4) SPA Program Reports with Key Assessments, and the NH TCAP. The SPA review process is critical to our progress monitoring and quality assurances as they provide the needed support to analyze content expectations across unique programs but have CAEP, SPA, InTASC and NH state alignments. The Key Assessments and NH TCAP DRFs have migrated to TaskStream to allow for more granular analysis of individual indicators within standards across programs.

What is a SPA?
A Specialized Professional Association (SPA) is overseen by the Association of Special Professional Associations (ASPA).

“ASPA is the authoritative voice of specialized and professional accreditation. ASPA provides a collaborative forum and a collective voice for organizations that assure the quality of specialized and professional higher education programs and schools.” (ASPA)

Why is National SPA recognition important?
“Unlike institutional accreditation, which applies to a college or university as a whole, programmatic accreditation conducts an in-depth assessment of specialized or professional programs that may be available through a college, a university or an independent institution. Specialized and professional accreditation closely examines and evaluates measures of learning or competence that are fundamental to the discipline or profession.” (Appendix d). 85% (17) of PSU programs have national recognition, 10% (2) are responding to conditions for national recognition, and 5%...
(1) is engaging in a new self-study to address refined assessments and of diversity placements (see section IV-Math 5-8.)

<table>
<thead>
<tr>
<th>PSU</th>
<th>Program</th>
<th>Next Review Cycle</th>
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</thead>
<tbody>
<tr>
<td>ITP</td>
<td>Mathematics 5-8</td>
<td>2025</td>
</tr>
<tr>
<td>ITP</td>
<td>Social Studies for Grades 5-12.</td>
<td>2025</td>
</tr>
<tr>
<td>ITP</td>
<td>Elementary Education</td>
<td>2024</td>
</tr>
<tr>
<td>ITP</td>
<td>Early Childhood Education</td>
<td>2025</td>
</tr>
<tr>
<td>ITP</td>
<td>Physical Education</td>
<td>2025</td>
</tr>
<tr>
<td>ITP</td>
<td>English Language Arts Grades 5-12</td>
<td>2025</td>
</tr>
<tr>
<td>ITP</td>
<td>TESOL</td>
<td>2025</td>
</tr>
<tr>
<td>ITP</td>
<td>Special Education Programs</td>
<td>2025</td>
</tr>
<tr>
<td>ITP</td>
<td>Health Education</td>
<td>2025</td>
</tr>
<tr>
<td>ITP</td>
<td>Education Technology Integrator</td>
<td>ISTE Left CAEP</td>
</tr>
<tr>
<td>ITP</td>
<td>Mathematics 7-12 (UG)</td>
<td>2021</td>
</tr>
<tr>
<td>ITP</td>
<td>Mathematics 7-12 (PB)</td>
<td>2021</td>
</tr>
<tr>
<td>ADV</td>
<td>School Psychologist</td>
<td>2025</td>
</tr>
<tr>
<td>ADV</td>
<td>School Principal</td>
<td>2021</td>
</tr>
<tr>
<td>ADV</td>
<td>Superintendent of Schools</td>
<td>2021</td>
</tr>
<tr>
<td>ADV</td>
<td>Library Media</td>
<td>2025</td>
</tr>
<tr>
<td>ADV</td>
<td>School Counseling</td>
<td>2025</td>
</tr>
<tr>
<td>ADV</td>
<td>Special Ed Administrator</td>
<td>08.2019</td>
</tr>
</tbody>
</table>

Table 12: National SPA Recognition Status

All education programs at PSU conferring NHDOE Certification are required to have a minimum of 5 Key Assessments, which must include tracking of GPA and Teaching Internship.
Evaluations. Programs that require Praxis II or national board certifications are required to review that data on an annual basis and report it as part of their SPA annual reports. Programs can add two optional key assessments to Taskstream and to their national SPA reports. These optional assessments are often new assessments programs want feedback on through the SPA evaluation process. This alignment and data collection system was established in 2009 to meet national NCATE accreditation standards for our 2013 NCATE accreditation visit (see table 13 below) and is updated annually during our May data retreats.

III.A.1:6 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019
Password: AAQEP2019 – It will prompt you each time you open a doc, just ‘save’ the password and it will begin to auto open.

Reports are divided into 5 sections:
- **Road to Teacher Cert:** 4 reports
- **EDA:** 2 reports; one has individual pilot programs and other has combined data.
- **TCAP:** reports for each program grading with the TCAP. Will update with music and Special Ed program data soon.
- **Internship data for K-12 programs:** Separate reports for each program for Spring 2018, Fall 2018, Spring 2019
- **Internship data for 5-12 programs:** Separate reports for each program for Spring 2018, Fall 2018, Spring 2019
- **Internship data for K-6 and K-3:** Separate reports for each program for Spring 2018, Fall 2018, Spring 2019
Table 13: Key Assessments System by Program and TaskStream Migration Status

Key assessments are reviewed annually by programs, modified and or replaced based on current SPA standards and feedback. 87% (20) of our education programs with NHDOE certification seek national SPA recognition. 13% (3) of our education programs are in self-studies to seek SPA national recognition noted in table 9 as ‘state’ accredited. It should be noted that SPA recognition is not required in the state of NH or for national CAEP accreditation and requires annual data collection in addition to annual CAEP data collection reports to maintain national recognition.
In 2013, all New Hampshire institutions of higher education (IHEs) that prepare educators voted unanimously to adopt, pilot and validate a common assessment of teacher interns. All IHE’s were committed to adopting a common assessment tool that would evaluate teacher candidates’ preparedness for the classroom, and simultaneously serve as a tool for candidate and programmatic learning. To that end, the IHE Network adopted the California PACT for New Hampshire classrooms. A central goal of the NH TCAP is to act as an assessment of learning as well as an assessment for learning. In 2014 a statewide IHE Network sub-committee was formed as a formal position statement published NH TCAP Position Statement. The NH TCAP is aligned to InTasc and NH standards. The IHE Network provides support in training and calibration.

<table>
<thead>
<tr>
<th>Timing</th>
<th>Task</th>
<th>Resource Allocation</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>SP14</td>
<td>Elementary Education, graduate program</td>
<td>PSU Faculty IHE Network</td>
<td>Met</td>
</tr>
<tr>
<td>F15</td>
<td>Elementary Education (EE)</td>
<td>PSU Faculty IHE Network</td>
<td>Met</td>
</tr>
<tr>
<td>SP16</td>
<td>Elementary Education, NCTCP</td>
<td>PSU Faculty IHE Network</td>
<td>Merged EE</td>
</tr>
<tr>
<td>F16</td>
<td>English Education Mathematics Education</td>
<td>PSU Faculty IHE Network TaskStream Consultant</td>
<td>Met</td>
</tr>
<tr>
<td>SP17</td>
<td>Music Education Social Studies Education Health Education and Physical Ed</td>
<td>PSU Faculty IHE Network TaskStream Consultant</td>
<td>Met</td>
</tr>
<tr>
<td>2017-2018</td>
<td>Early Childhood Education Special Education Special Ed Admin Art Education</td>
<td>PSU Faculty IHE Network TaskStream Consultant</td>
<td>Met</td>
</tr>
<tr>
<td>2018-2019</td>
<td>EdTechnology Integrator (IHE-TBA)* Library Media (IHE-TBA)* Health K-12 (IHE-TBA)* TESOL (IHE-TBA)*</td>
<td>PSU Faculty IHE Network TaskStream Consultant</td>
<td>In-progress</td>
</tr>
</tbody>
</table>

*TCAPs are not currently available for these ITP programs. PSU will work with the IHE network to migrate their current portfolios to TCAP once developed
The NH TCAP replaces teacher work samples and student learning projects historically used in our SPA reports. By pooling calibration data across institutions, we will be able to assess reliability and validity with higher confidence intervals.

**III.A.6 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019**

See Internship in Teaching Significance Review (attachment)

**III.A.6 TASKSTREAM EXIBIT ROOM**

Here is the link:

Password: AAQEP2019 – It will prompt you each time you open a doc, just ‘save’ the password and it will begin to auto open.

Reports are divided into 5 sections:

- **Road to Teacher Cert**: 4 reports

- **EDA**: 2 reports; one has individual pilot programs and other has combined data.

- **TCAP**: reports for each program grading with the TCAP. Will update with music and Special Ed program data soon.

- **Internship data for K-12 programs**: Separate reports for each program for Spring 2018, Fall 2018, Spring 2019

- **Internship data for 5-12 programs**: Separate reports for each program for Spring 2018, Fall 2018, Spring 2019

- **Internship data for K-6 and K-3**: Separate reports for each program for Spring 2018, Fall 2018, Spring 2019

  2. Develop a process to consistently identify, implement and evaluate early, varied and consistent field placement across all programs.

**III.A.7 EPP RESPONSE**

See Section IIB.2 Response

Section IV: Specific Certification Programs: Full Review

**School Counselor**

Program Number: Ed 614.03

**Progress Report to Address the Following Recommendations**

1. The School Counselor Program collects and analyzes data of current students, employers, site supervisors, recent alumni, internships and course evaluations utilizing paper and electronic spreadsheets. It is recommended that PSU fully implement TaskStream, in a timely manner, to ensure consistent collection and analysis of data to better support this program. Progress on the full implementation of TaskStream will be addressed in Priority Progress Reports

**IV.SC.1 EPP RESPONSE**

See Section II A.2 Response
2. **Provide more robust data on the internship experiences to measure efficacy of program.**

**IV.SC.2 EPP RESPONSE**

After reviewing the current data collection and analysis system, consulting with their national accreditation specialized professional association, where they currently hold national accreditation from (Council for the Accreditation of Counseling and Related Educational Programs (CACREP), a request has been made to the NHDOE CTE visiting team to offer additional guidance and concrete examples on how they could improve the current internship data collection system. It was unclear in the report what methods of data collection and analysis were missing. Link to March Site Visit Counselor Education Self Study and national SPA documents.

**Curriculum Administrator (K-12)**

**Program Number: Ed 614.13**

**Recommendations that Require Responsive Action**

The institution will submit a total of two priority progress reports, due January 31, 2019 and July 31, 2019, with the purpose of addressing specific findings:

1. A more formalized system of data collection and analysis is needed to track and monitor student progress and to evaluate program efficacy. It is recommended that PSU fully implement TaskStream, in a timely manner, to ensure consistent collection and analysis of data to better support this program. Progress on the full implementation of TaskStream will be addressed in the 2019 NHDOE/CTE Annual Report.

**IV.CA.1 EPP RESPONSE**

See Section II A.2 Response

**III.CA.1:5 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019**

All advanced programs have engaged in a self-study in preparation for their 2021 CAEP Review (attached). It should be noted that all Advanced Programs are currently accredited through CAEP. ITP and Advanced Programs have two separate review cycles.

2. **Formalize the K-12 practicum and internship process, to ensure that candidates are getting a comprehensive experience that spans all grade levels. Progress on expanding the field experiences across the K-12 grade range.**

**IV.CA.1 EPP RESPONSE**

The current practicum placement for the curriculum administrator program is a k-12 placement. Candidates work with the individual in a school district that is responsible for district-wide curriculum. Subsequently, they work at all levels during their 300-hour experience. In order to provide clarity to that, beginning in the spring of 2019 students will be required to provide documentation in their portfolios of work completed at the elementary (k-5), middle (6-8), and high school (9-12) levels. Additionally, students are currently required to spend, as documented in the syllabus for the course, at least 10% of their 300 practicum experience hours outside of their home district. This requirement has been in place in order to ensure that students are exposed to ideas outside of their current reality. Again, in order to add clarity to this student will be required to complete a formal reflection on those 30 hours and to include that documents in their portfolio.

**Section IV: Specific Certification Programs: Paper Review**

**Mathematics, 5-8**

**Recommendations that Require Responsive Action**

The institution will submit a total of two priority progress reports, due January 31, 2019 and July 31, 2019, with the purpose of addressing specific findings:
1. Full implementation of TaskStream in a timely manner to ensure consistent collection and analysis of data across all programs, to monitor and improve the programs of study, the facilitation of learning, the quality of field experiences, the assessment of candidates and the overall performance of programs.

**IV.M.1 EPP RESPONSE**
See Section II A.6

2. Develop a process to consistently identify, implement and evaluate early, varied and consistent field placement across all programs.

**IV.M.2 EPP RESPONSE**
See Section II B.2 Response
Music, Art and Mathematics ITP education programs are working with the Holmes Center in collaboration with the CEP to develop a more effective graphic organizers to communicate early, mid and culminating practicum and internship expectations across the EPP. In addition, they are revising syllabi to more explicitly identify the early and mid-level experiences. These modifications will be available for review in our July 31, 2019 Priority Report.

**IV.M.2 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019**
Modifications to programming are highlighted in red.

<table>
<thead>
<tr>
<th>Table 9: ITP Program Filed Experiences</th>
<th>Early HRS</th>
<th>Mid HRS</th>
<th>Culminating WKS(HRS)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Courses</td>
<td>YR 1-2</td>
<td>YR 2-3</td>
<td>YR 4</td>
</tr>
<tr>
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<td></td>
<td>Total (860)</td>
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</table>

**ART EDUCATION K-12**

<table>
<thead>
<tr>
<th>Courses</th>
<th>Early HRS</th>
<th>Mid HRS</th>
<th>Culminating WKS(HRS)</th>
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</thead>
<tbody>
<tr>
<td>AE 1000 Introduction to Art Education</td>
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<td></td>
</tr>
<tr>
<td>AE 2000 Foundations of Art Education</td>
<td>35</td>
<td></td>
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</tr>
<tr>
<td>AE 3050 Methods and Materials for Art Education</td>
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<td></td>
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</tr>
<tr>
<td>AE 3060 Instructional Planning &amp;Pedagogy for Art Edu</td>
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<td>AE 3100 Curriculum and Assessment for Art Education</td>
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<tr>
<td>AE 4970: Art Edu Internship in Teaching: Elementary</td>
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</tr>
<tr>
<td>AE 4960: Art Edu Internship in Teaching: Secondary</td>
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<tr>
<td>Program Totals</td>
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<td>150</td>
<td>16 (640)</td>
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<tr>
<td>Music Education K-12</td>
<td>220</td>
<td></td>
<td>Total (860)</td>
</tr>
</tbody>
</table>

**ME 1100 Intro to Music Education**

<table>
<thead>
<tr>
<th>Courses</th>
<th>Early HRS</th>
<th>Mid HRS</th>
<th>Culminating WKS(HRS)</th>
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</thead>
<tbody>
<tr>
<td>ME 3110 Elementary School Music Methods</td>
<td>40</td>
<td>80</td>
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<tr>
<td>ME 4200 Secondary School Music Methods</td>
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<tr>
<td>ED 4300Internship in Student Teaching</td>
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<tr>
<td>ED 4400 Internship in Student Teaching</td>
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<td>160</td>
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**Physical Education Teacher Certification K-12**

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<th>Mid HRS</th>
<th>Culminating WKS(HRS)</th>
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</thead>
<tbody>
<tr>
<td>PE 3600: Adapted Physical Education</td>
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<tr>
<td>PE 3020/PE 3050: Instructional Strategies I: Elementary Physical Education</td>
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<tr>
<td>PE 4040/PE 4050: IS II: Teaching Secondary Physical Education</td>
<td>48/48 (96)</td>
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<td>PE 4710: Internship in Teaching</td>
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<tr>
<td>PE4720: Internship in Teaching</td>
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<tr>
<td>Program Totals</td>
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**Physical Education/Health Education Teacher Certification K-12**
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<th>Course Title</th>
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</thead>
<tbody>
<tr>
<td>PE 2415</td>
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<tr>
<td>PE 3600</td>
<td>Adapted Physical Education</td>
<td>10</td>
</tr>
<tr>
<td>HE 3105</td>
<td>Teaching Strategies, Methods &amp; Resources in Health Education</td>
<td>30</td>
</tr>
<tr>
<td>PE 3020</td>
<td>Instructional Strategies I: Elementary Physical Education</td>
<td>40/40(80)</td>
</tr>
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<td>PE 4040</td>
<td>IS II: Teaching Secondary Physical Education</td>
<td>48/48(96)</td>
</tr>
<tr>
<td>PEHE 4710</td>
<td>Internship in Teaching</td>
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<tr>
<td>PEHE 4720</td>
<td>Internship in Teaching</td>
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<td><strong>Program Totals</strong></td>
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**Early Childhood K-3**

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<th>Credits</th>
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<td>The Constructivist Approach to Early Care &amp; Edu</td>
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</tr>
<tr>
<td>ER 2800</td>
<td>Preschool - K Curriculum Instruction</td>
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<tr>
<td>RL 3500</td>
<td>Reading, Writing, and Language Arts in the Primary Grades</td>
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</tr>
<tr>
<td>ER 3700</td>
<td>Learning and Teaching in the Primary Grades</td>
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<tr>
<td>ER 4290</td>
<td>Title Primary Grade Practicum</td>
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<tr>
<td>ER 4410</td>
<td>Title K-3 Internship in Teaching in an Inclusive Classroom</td>
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<td><strong>Program Totals</strong></td>
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**Elementary Education K-6/K-8**

<table>
<thead>
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<th>Course Title</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>ED 3055</td>
<td>Foundations of Teaching Practicum</td>
<td>96</td>
</tr>
<tr>
<td>ED 3080</td>
<td>Teaching in the Content Areas Practicum</td>
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</tr>
<tr>
<td>ED 4300</td>
<td>Internship in Student Teaching</td>
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<tr>
<td>ED 4400</td>
<td>Internship in Student Teaching</td>
<td>16</td>
</tr>
<tr>
<td><strong>Program Totals</strong></td>
<td></td>
<td>96 96 19 (760)</td>
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</table>

**English Education (UG, ADV)**

<table>
<thead>
<tr>
<th>Course Code</th>
<th>Course Title</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>EN 2900</td>
<td>Introduction to English Teaching</td>
<td>96</td>
</tr>
<tr>
<td>EN 4555/5870</td>
<td>Teaching Literature to Secondary Students</td>
<td>96</td>
</tr>
<tr>
<td>EN 4310/5640</td>
<td>Teaching Writing to Secondary Students</td>
<td>8</td>
</tr>
<tr>
<td>EN 4320/5900</td>
<td>Internship in Teaching</td>
<td>8</td>
</tr>
<tr>
<td><strong>Program Totals</strong></td>
<td></td>
<td>96 96 16 (640)</td>
</tr>
</tbody>
</table>

**Mathematics (UG*)**

<table>
<thead>
<tr>
<th>Course Code</th>
<th>Course Title</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>MA 3050</td>
<td>Introduction to Mathematics Education</td>
<td>35</td>
</tr>
<tr>
<td>MA 4020</td>
<td>The Cultural and Psychological Aspects of Mathematics Learning</td>
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</tr>
<tr>
<td>MA 4040</td>
<td>Teaching and Learning Mathematics in the Secondary and Middle School</td>
<td>40</td>
</tr>
<tr>
<td>MA 4965</td>
<td>Internship in Teaching</td>
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</tr>
<tr>
<td><strong>Program Totals</strong></td>
<td>Program being taught out.</td>
<td>35 80 16 (640)</td>
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</table>

**Mathematics (ADV)**

<table>
<thead>
<tr>
<th>Course Code</th>
<th>Course Title</th>
<th>Credits</th>
</tr>
</thead>
<tbody>
<tr>
<td>MG5320</td>
<td>Number, Quantity, and Algebra for Middle/Secondary School Teachers</td>
<td>2-3 Lessons in each course were delivered in</td>
</tr>
<tr>
<td>MG5330</td>
<td>Functions and Modeling for Middle/Secondary School Teachers</td>
<td>8</td>
</tr>
</tbody>
</table>

**Total Credits:**

- Early Childhood K-3: 180
- Elementary Education K-6/K-8: 192
- English Education (UG, ADV): 192
- Mathematics (UG*): 192
- Mathematics (ADV): 115

**Total Credits:** 866
3. The Holmes Center for School Partnerships and Educator Preparation will provide updates on Partnership Agreements for Field Experiences and Placements.

IV.M.3 EPP RESPONSE
See Section II A.2 Response
The Holmes Center Coordinator of Clinical Experiences can provide signed copies of our MOUs upon request, as they contain personal information.

Music Education, K-12
Program Number: Ed 612.20

Recommendations that Require Responsive Action
The institution will submit a total of two priority progress reports, due January 31, 2019 and July 31, 2019, with the purpose of addressing specific findings:
1. Developing and/or presenting a course grid that shows all the required courses for the degree listed in sequence by semester.
2. Developing performance standards and criteria for each level of private instruction.
3. Adding a section on English Language Learners to the accommodations section of the Lesson Plan.
4. Completing the missing section of the accommodation section of the Lesson Plan Rubric.

IV.ME EPP RESPONSE
See Appendix c
Visual Arts Program
Program Number: Ed 612.01

Recommendations that Require Responsive Action
The institution will submit a total of two priority progress reports, due January 31, 2019 and July 31, 2019, with the purpose of addressing specific findings:

1. Full implementation of TaskStream in a timely manner to ensure consistent collection and analysis of data across all programs, to monitor and improve the programs of study, the facilitation of learning, the quality of field experiences, the assessment of candidates and the overall performance of programs.

IV.VA.1 EPP RESPONSE
See Section II A.2 Response

2. Develop a process to consistently identify, implement and evaluate early, varied and consistent field placement across all programs.

IV.VA.2 EPP RESPONSE
See Section II B.2 Response
Music, Art and Mathematics ITP education programs are working with the Holmes Center in collaboration with the CEP to develop a more effective graphic organizers to communicate early, mid and culminating practicum and internship expectations across the EPP. In addition, they are revising syllabi to more explicitly identify the early and mid-level experiences. These modifications will be available for review in our July 31, 2019 Priority Report.

See IV.M.2 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019
Please note: a new professor was hired to direct the art education program and has modified all field experiences as reflected in the IV.M.2 chart.

3. The Holmes Center for School Partnerships and Educator Preparation will provide updates on Partnership Agreements for Field Experiences and Placements.

IV.VA.3 EPP RESPONSE
See Section II A.2 Response
The Holmes Center Coordinator of Clinical Experiences can provide signed copies of our MOUs upon request, as they contain personal information.

IV.VA.3 EPP UPDATES TO JANUARY 31, 2019 RESPONSE - JULY 31, 2019
Link to Holmes Center Professional Development Schools Advisory, schools and school districts.
CHAPTER Ed 1000  VOCATIONAL REHABILITATION PROGRAMS

PART Ed 1001 PURPOSE

Ed 1001.01 Purpose. The purpose of the New Hampshire vocational rehabilitation services program is to assess, plan, develop, and provide vocational rehabilitation services for individuals with disabilities, consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice, so that they can prepare for and engage in gainful employment. The rules for the New Hampshire vocational rehabilitation services program implement the State Vocational Rehabilitation Services Program authorized by Title I of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 701 et seq.

Source. #8030, eff 1-22-04; ss by #10074, eff 1-19-12

PART Ed 1002 DEFINITIONS


Ed 1002.02 "Administrative costs under the state plan" means "administrative costs under the state plan" as defined in 34 CFR 361.5(b)(2).

Ed 1002.03 “Applicant” means an individual who submits an application for vocational rehabilitation services in accordance with 34 CFR §361.41 (b), (2)

Ed 1002.04 "Appropriate modes of communication" means "appropriate modes of communication" as defined in 34 CFR 361.5(b)(5).

Ed 1002.05 "Assessment for determining eligibility and vocational rehabilitation needs" means "assessment for determining eligibility and vocational rehabilitation needs" as defined in 34 CFR 361.5(b)(6).

Ed 1002.06 "Assistive technology device" means "assistive technology device" as defined in 34 CFR 361.5(b)(7).

Ed 1002.07 "Assistive technology service" means "assistive technology service" as defined in 34 CFR 361.5(b)(8).

Ed 1002.08 "Community rehabilitation program" means "community rehabilitation program" as defined in 34 CFR 361.5(b)(9).

Ed 1002.09 " Comparable services and benefits" means "comparable services and benefits" as defined in 34 CFR 361.5(b)(10).

Ed 1002.10 "Competitive employment" means "competitive employment" as defined in 34 CFR 361.5(b)(11).

Ed 1002.11 “Designated state agency” means the New Hampshire department of education, which is the state agency responsible for administering the state plan for vocational rehabilitation services in accordance with 34 CFR 361.13(a).
Ed 1002.12 “Designated state unit” means the division of career technology and adult learning in the New Hampshire department of education pursuant to 34 CFR 361.5(b)(14).

Ed 1002.13 "Eligible individual" means an applicant for vocational rehabilitation services who meets the eligibility requirements of 34 CFR 361.5(b)(15).

Ed 1002.14 "Employment outcome" means "employment outcome" as defined in 34 CFR 361.5(b)(16).

Ed 1002.15 "Establishment, development, or improvement of a public or nonprofit community rehabilitation program" means "establishment, development, or improvement of a public or nonprofit community rehabilitation program" as defined in 34 CFR 361.5(b)(17).

Ed 1002.16 "Extended employment" means "extended employment" as defined in 34 CFR 361.5(b)(19).

Ed 1002.17 "Extended services" means "extended services" as defined in 34 CFR 361.5(b)(20).

Ed 1002.18 "Extreme medical risk" means "extreme medical risk" as defined in 34 CFR 361.5(b)(21).

Ed 1002.19 "Family member", for purposes of receiving vocational rehabilitation services in accordance with Ed 1010.16(a)(9), means "family member" as defined in 34 CFR 361.5(b)(23).

Ed 1002.20 "Impartial hearing officer" means "impartial hearing officer" as defined in 34 CFR 361.5(b)(25), and includes “presiding officer” as defined in RSA 541-A:1,XIV.

Ed 1002.21 "Independent living program" means the state independent living services program set out in 34 CFR §364 and RSA 200-C:24 and includes the services set out in 34 CFR §365.1

Ed 1002.22 "Individual who is blind" means a person whose central acuity does not exceed 20/200 in the better eye with correcting lenses or whose visual acuity, if better than 20/200 is accompanied by a limit to the field of vision in the better eye to such a degree that its widest diameter subtends an angle of no greater than 20 degrees, and who has been examined by a physician skilled in diseases of the eye, or by an optometrist, whichever the individual selects, to make the determination that the individual is blind.

Ed 1002.23 "Individual with a disability" means "individual with a disability" as defined in 34 CFR 361.5(b)(28) and (29).

Ed 1002.24 "Individual with a most significant disability" means an individual with a significant disability:

(a) Who has a significant mental or physical impairment that seriously limits 2 or more functional capacities such as mobility, communication, self-care, self-direction, interpersonal skills, work tolerance and work skills, or work tolerance or work skills in terms of employment outcomes; and

(b) Whose vocational rehabilitation can be expected to require 2 or more vocational rehabilitation services, in addition to the vocational rehabilitation counselor provided services of guidance, counseling, service coordination and job placement, over an extended period of time of 6 months or longer.
Ed 1002.25 "Individual with a significant disability" means "individual with a significant disability" as defined in 34 CFR 361.5(b)(31).

Ed 1002.26 "Individual's representative" means "individual’s representative" as defined in 34 CFR 361.5(b)(32).

Ed 1002.27 "Integrated setting" means "integrated setting" as defined in 34 CFR 361.5(b)(33).

Ed 1002.28 "Maintenance" means "maintenance" as defined in 34 CFR 361.5(b)(35)

Ed 1002.29 "Mediation" means "mediation" as defined in 34 CFR 361.5(b)(36).

Ed 1002.30 "Nonprofit" means "nonprofit" as defined in 34 CFR 361.5(b)(37).

Ed 1002.31 "Ongoing support services" means "ongoing support services" as defined in 34 CFR 361.5(b)(38).

Ed 1002.32 "Personal assistance services" means "personal assistance services" as defined in 34 CFR 361.5(b)(39).

Ed 1002.33 "Physical and mental restoration services" means "physical and mental restoration services" as defined in 34 CFR 361.5(b)(40).

Ed 1002.34 "Physical or mental impairment" means "physical or mental impairment" as defined in 34 CFR 361.5(b)(41).

Ed 1002.35 "Post-employment services" means "post-employment services" as defined in 34 CFR 361.5(b)(42).

Ed 1002.36 "Program for the deaf and hard of hearing" means the program established under RSA 200-C:18.

Ed 1002.37 "Qualified and impartial mediator" means "qualified and impartial mediator" as defined in 34 CFR 361.5(b)(43).

Ed 1002.38 "Rehabilitation engineering" means "rehabilitation engineering" as defined in 34 CFR 361.5(b)(44).

Ed 1002.39 "Rehabilitation technology" means "rehabilitation technology" as defined in 34 CFR 361.5(b)(45).

Ed 1002.40 "Review" means the procedure for determining whether decisions made by personnel of the designated state unit that affect the provision of vocational rehabilitation services are consistent with the Act and rules adopted thereunder.


Ed 1002.43 "State plan" means "state plan" as defined in 34 CFR 361.5(b)(51).

Ed 1002.44 "Substantial impediment to employment" means "substantial impediment to employment" as defined in 34 CFR 361.5(b)(52).

Ed 1002.45 "Supported employment" means "supported employment" as defined in 34 CFR 361.5(b)(53).

Ed 1002.46 "Supported employment program" means the program established under RSA 200-C:21 and 34 CFR 363.1.

Ed 1002.47 "Supported employment services" means "supported employment services" as defined in 34 CFR 361.5(b)(54).

Ed 1002.48 “Transition services” means “transition services” as defined in 34 CFR 361.5(b)(55).

Ed 1002.49 "Transitional employment" means "transitional employment" as defined in 34 CFR 361.5(b)(56).

Ed 1002.50 "Transportation" means "transportation" as defined in 34 CFR 361.5(b)(57).

Ed 1002.51 "Vocational rehabilitation services" means "vocational rehabilitation services" as defined in 34 CFR 361.5(b)(58).

PART Ed 1003 PROTECTION, USE AND RELEASE OF PERSONAL INFORMATION

Ed 1003.01 Confidentiality.

(a) All current and stored information as to personal facts given or made available to the designated state unit, its representative, or its employee, in the course of the administration of the vocational rehabilitation program, including photographs, lists of names and addresses and records of agency evaluation, shall be held to be confidential by the division and by individuals, service providers, other cooperating agencies and organizations, and interested parties to whom such information is disseminated.

(b) All personal information in the possession of the designated state unit shall be used only for purposes directly connected with the administration of the vocational rehabilitation program. Information containing identifiable personal information shall not be shared with advisory or other bodies which do not administer the program.

(c) All applicants, eligible individuals, representatives of applicants or individuals, service providers, other cooperating agencies and organizations, and interested parties shall be informed through appropriate modes of communication consistent with the choice, used by the individual of the confidentiality of personal information and the conditions in Ed 1003.03 for accessing and releasing this information.

(d) The designated state unit shall inform all applicants, eligible individuals, and representatives of applicants or individuals about the division’s need to collect personal information and the provisions of this section governing its use.

(e) In the administration of the vocational rehabilitation program, the designated state unit shall obtain personal information from service providers and cooperating agencies under assurances that the
information shall not be further divulged, except as provided under Ed 1003.02, Ed 1003.03, and Ed 1003.04.

(f) Individuals, agencies, and organizations shall pay a fee of $.06 per page to cover costs of duplicating records and making extensive searches required for the release of information in Ed 1003.03 and the exchange of information in Ed 1003.04.

Ed 1003.02 Data Collection.

(a) The collection of personal information by designated state unit personnel concerning applicants and eligible individuals shall be authorized by the applicant or individual through completion of a release of information permit containing the:

(1) Date;
(2) Applicant or individual’s name;
(3) Signature;
(4) Social security number optional: may be required for eligibility for certain state and federal programs; and
(5) A statement authorizing release to the designated state unit of medical, psychological, psychiatric, educational, and vocational information necessary for the determination of eligibility and development and implementation of an individualized plan for employment.

(b) The signature of the parent or guardian shall be required when the applicant or eligible individual is under 18 years old or has a legal guardian.

(c) The designated state unit shall collect personal information under 29 U.S.C. 709(c), 29 U.S.C. 721(a)(6)(A), and 34 CFR 361.38. Failure by the applicant or eligible individual to provide sufficient personal information to the designated state unit to determine eligibility, or to prepare an individualized plan for employment or to monitor progress of services provided, shall result in the case being closed.

Ed 1003.03 Release of Information.

(a) Personal information concerning the applicant or eligible individual shall not be released to any individual or organization except as authorized by the applicant, individual, or law. When personal information has been obtained from another agency or organization, it shall be released only by, or under the conditions established by, the other agency or organization. However, when such information has been used to make a determination regarding the applicant or eligible individual that is being contested through the hearing process it shall be available for release as evidence in the hearing unless precluded by law.

(b) When requested in writing by the applicant or eligible individual or his or her representative, the designated state unit shall make all information in the record of vocational rehabilitation services accessible to the individual and release the information to him or her or the representative except when:

(1) Medical, psychological, or other information that the designated state unit determines might be harmful to the applicant or eligible individual after consultation with a qualified medical or mental health professional, in which case the information shall not be released
directly to the applicant or individual but shall be provided to the applicant or individual through a third party chosen by the applicant or individual. The third party may include an advocate, a family member, or a qualified medical or mental health professional, unless a representative has been appointed by a court to represent the applicant or individual, in which case the information shall be released to the court-appointed representative; or

(2) Personal information has been obtained from another agency or organization, in which case the information shall be released only by, or under the conditions established by, the other agency or organization.

(c) An applicant or eligible individual who believes that information in his or her record of services is inaccurate or misleading may request that the designated state unit amend the information. If the information is not amended, the request for an amendment shall be documented in the record of services, consistent with Ed 1010.16(a)(12).

(d) When a third party requests particular information about an applicant or eligible individual, the third party shall provide a written request signed by the applicant or individual or their guardian designating the third party as a representative who may have access to client information. Third parties may include attorneys, service providers, and other public or private agency or organizations.

(e) The request shall include:

(1) The applicant’s or eligible individual’s name;

(2) The information being requested;

(3) The reasons why the material is being requested; and

(4) The name of the individual, agency, or organization assuming responsibility for the information and giving assurance that the information will not be released to any other individual, agency or organization.

(5) The request shall also include the following statement:

"I , hereby authorize the release of information for the purpose of providing vocational rehabilitation services relating to me which is in the custody or control of the New Hampshire Department of Education, Division of Career Technology and Adult Learning. I have considered and understand the implications of this waiver. The release of this information is more important to me than the loss of privacy which may result directly or indirectly from the release. I agree to hold harmless the New Hampshire Department of Education, Division of Career Technology and Adult Learning and their authorized representatives for any damages arising out the release of the information I am requesting."

(f) Personal information shall be released under Ed 1003.03(g) only if the organization, agency, or individual assures that:

(1) The information will be used only for the purposes for which it is being provided;

(2) The information will be released only to persons officially responsible for conducting the audit, evaluation, or research;
(3) The information will not be released to the involved applicant or individual;

(4) The information will be managed in a manner to safeguard confidentiality; and

(5) The final product will not reveal any personal identifying information without the informed written consent of the involved applicant or individual or the applicant’s or individual's representative.

(g) Upon receiving the informed written consent of the applicant or eligible individual or, if appropriate, the applicant’s or individual's representative, the designated state unit shall release personal information to another agency or organization for its program purposes if:

1. The information may be released to the involved applicant or individual or the applicant’s or individual's representative; and

2. The other agency or organization demonstrates that the information requested is necessary for its program.

3. Medical or psychological information that the designated state unit determines might be harmful to the applicant or eligible individual shall be released only if the other agency or organization assures the designated state unit that the information will be used only for the purpose for which it is being provided and will not be further released to the applicant or individual.

(h) Personal information concerning the applicant or eligible individual shall be released to an organization, agency, or individual engaged in audit, evaluation, or research.

(i) The designated state unit shall release personal information as required by federal law.

(j) The designated state unit shall release personal information in response to investigations in connection with law enforcement, fraud, or abuse, unless expressly prohibited by federal or state laws or regulations, and in response to an order issued by a judge or other authorized judicial officer.

(k) The designated state unit shall release personal information in order to protect the applicant or eligible individual or others if the applicant or individual poses a threat to his or her safety or to the safety of others.

Ed 1003.04 Exchanging Information with Other Parties

(a) When the designated state unit is working with an agency or organization on behalf of an applicant or eligible individual, information shall be exchanged after obtaining a written release of information authorization described in Ed 1003.03(d), signed by the individual, or his or her parent or guardian if the individual is under 18 years old or has a legal guardian. For agencies and organizations having an agreement with the designated state unit to exchange information, information regarding mutual applicants or eligible individual’s information shall be exchanged without obtaining an individual’s release. The agencies and organizations having such cooperative agreements shall be identified by the designated state unit on the application for vocational rehabilitation services described in Ed 1010.02.

(b) Agencies and organizations with which the designated state unit shall exchange information include but are not limited to:
(1) The New Hampshire department of health and human services;

(2) The New Hampshire department of labor, division of workers’ compensation;

(3) New Hampshire WORKS Partners established under the Workforce Investment Act of 1998, 29 U.S.C. 705, as described in the cooperative agreement;

(4) Community rehabilitation programs;

(5) New Hampshire disability determination services; and

(6) The Social Security Administration.

(c) In situations not covered by the provisions of Ed 1003.04(a), upon receiving the informed written consent of the applicant or eligible individual or, if appropriate, the applicant’s or individual's representative, the designated state unit shall release personal information to another agency or organization for its program purposes only to the extent that the information shall be released to the involved applicant or individual or the applicant’s or individual's representative and only to the extent that the other agency or organization demonstrates that the information requested is necessary for its program.

PART Ed 1004 REVIEW PROCEDURE

Ed 1004.01 Review Procedures.

(a) Review procedures shall comply with 34 CFR 361.57 and New Hampshire law.

(b) An individual who is dissatisfied with any determination made by personnel of the designated state unit that affects the provision of vocational rehabilitation services may request, or, if appropriate, may request through the individual's representative, a timely review of that determination.

(c) The designated state unit shall make reasonable accommodation for the individual’s disability in conducting hearings and mediation procedures. Reasonable accommodation shall include using appropriate modes of communication consistent with the informed choice of the individual.

Ed 1004.02 Notification of Right to Mediation and Hearings.

(a) The designated state unit shall provide an individual or, as appropriate, the individual's representative, notice of:

(1) The right to obtain review of designated state unit determinations that affect the provision of vocational rehabilitation services through a hearing under Ed 1004.07 and Ed 1004.15;

(2) The availability of informal dispute resolution under Ed 1004.03

(3) The right to pursue mediation under Ed 1004.05 with respect to determinations made by designated state unit personnel that affect the provision of vocational rehabilitation services to an individual;

(4) The names and addresses of department of education personnel with whom requests for mediation or hearings may be filed;
(5) The manner in which a neutral mediator or hearing officer is selected; and

(6) The availability of the client assistance program, established under 34 CFR 370, to assist the individual during neutral evaluation, mediation sessions or hearings.

(b) The notice required in Ed 1004.04(a) shall be provided by using the appropriate mode of communication consistent with the informed choice of the individual:

(1) At the time the individual applies for vocational rehabilitation services;

(2) At the time the individual is assigned to a category in the order of selection, if an order of selection is established under Ed 1006;

(3) At the time the individualized plan for employment is developed; and

(4) Whenever vocational rehabilitation services for an individual are reduced, suspended, or terminated;

(c) Determinations for which a review may be requested include the designated state unit’s failure to release harmful information directly to the individual.

Ed 1004.03 Informal Dispute Resolution.

(a) An individual, or a representative of the individual, seeking review of a determination shall file a complaint with the administrator for policy and law at the bureau of vocational rehabilitation, in the designated state unit.

(b) Filing a complaint shall not prevent the individual from requesting mediation or a due process hearing in the case where the complaint is not resolved to the individual’s satisfaction.

Ed 1004.04 Mediation.

(a) Mediation shall be voluntary and available to individuals in accordance with 34 CFR 361.57(d), and Ed 205.

(b) If mediation as described in Ed 205.03 is selected by the parties and resolution is not achieved, the individual selected as a mediator shall not be the same individual who is subsequently appointed as a hearing officer to preside at a hearing in the same matter pursuant to Ed 1004.10(c).

(c) Inconsistencies between mediation procedures in Ed 205.03 and Ed 1004.05 shall be resolved in favor of the provisions of Ed 1004.05.

Ed 1004.05 Mediation Procedure.

(a) An individual shall have the option of using mediation to resolve disputes involving designated state unit determinations that affect the provision of vocational rehabilitation services. Mediation shall be made available, at a minimum, whenever an individual or, as appropriate, the individual's representative requests a hearing. Mediation may also be requested without filing a complaint or requesting a hearing.
(b) Mediation shall not be used to deny or delay the individual's right to pursue resolution of the dispute through a hearing held within the 60 day time period for holding hearings required by 34 CFR 361.57(e). At any point during the mediation process either the individual or the mediator shall have the option of electing to terminate the mediation. In the event mediation is terminated, the individual shall have the option of pursuing resolution through a hearing.

(c) An individual may be represented during mediation sessions by counsel or another advocate selected and paid for by the applicant or individual.

(d) Mediation sessions shall be conducted by a qualified and impartial mediator. The mediator shall be chosen at random from a pool of mediators who are knowledgeable about vocational rehabilitation services.

(e) Mediation sessions shall be arranged by the office of legislation and hearings in the designated state agency. Mediation shall be scheduled within 30 days from the date a written request for mediation is received by the designated state unit.

(f) Discussions that occur during the mediation sessions shall be kept confidential and shall not be used as evidence in any subsequent hearings or civil proceedings. The parties to the mediation sessions shall sign a confidentiality pledge prior to the commencement of the sessions.

(g) An agreement reached by the parties to the dispute in the mediation sessions shall be described in a written mediation agreement that is developed by the parties with the assistance of the qualified and impartial mediator and signed by both parties. Copies of the agreement shall be sent to both parties.

(h) The costs of the mediation process shall be paid by the designated state unit.

Ed 1004.06 Scheduling of Mediation, Prehearing Conference, and Hearing.

(a) At the time of the filing of a request to initiate a hearing under Ed 1004.07, the parties shall notify the office of legislation and hearings in the designated state agency of whether they wish to pursue mediation prior to a prehearing conference and a hearing.

(b) If the parties choose not to engage in mediation the office of legislation and hearings in the department of education shall schedule the prehearing conference and hearing based on hearing officer availability, as provided in Ed 1004.10.

(c) The scheduling shall allow for the following:

(1) A day for an alternative dispute resolution, if the parties so decide;

(2) A half day for a prehearing conference; and

(3) A minimum of 2 days for a hearing.

Ed 1004.07 Initiation of Hearing by Applicant or Individual.

(a) An individual who is dissatisfied with any determination made by personnel of the designated state unit that affects the provision of vocational rehabilitation services shall notify the office of legislation and hearings in the designated state agency, in writing, if he or she wishes to request a due process hearing. The written request for a hearing shall be made within 30 days after the designated state
unit notifies the individual of its determination or completion of an alternative dispute resolution procedure.

(b) The written request required to initiate the hearing process shall include:

(1) The full name and address of the individual;

(2) A description of why the individual is not satisfied with the determination; and

(3) The desired outcome of the complaint or mediation procedure, if applicable.

(c) When providing a written request for a hearing is a burden to the individual because of the individual’s disability, the office of legislation and hearings shall accept a request in the appropriate mode of communication that is consistent with the informed choice of, and used by, the individual in order to promote the fair, accurate, and efficient resolution of issues.

Ed 1004.08 Commencement of Hearing Process. The hearing shall be held no later than 60 days after the office of legislation and hearings receives a request for the hearing under Ed 1004.07, unless an agreement is reached prior to the 60th day, or unless the parties agree to a specific extension of time.

Ed 1004.09 Denial, Dismissal, or Withdrawal of Request for Hearing.

(a) The office of legislation and hearings in the department of education shall not deny or dismiss a request for a hearing unless the individual:

(1) Withdraws the request in writing;

(2) Is held by the hearing officer to be in default for failure to appear at the hearing without good cause that constitutes illness, accident, or any other circumstances beyond the control of the individual; or

(3) The hearing officer grants a motion to dismiss.

(b) An individual may withdraw a request for a hearing without prejudice until such time as he or she retains legal counsel.

(c) When withdrawing a request for a hearing in writing is a burden to the individual because of the individual’s disability, the office of legislation and hearings shall accept requests in the appropriate mode of communication that are consistent with the informed choice of, and used by, the individual in order to promote the fair, accurate, and efficient resolution of issues.

Source. #8030, eff 1-22-04; ss by #10074, eff 1-19-12 (from Ed 1004.08)

Ed 1004.10 Scheduling Mediation Proceedings and Hearings.

(a) The office of legislation and hearings in the department of education shall schedule mediation, if requested, and a prehearing conference and a hearing as follows:

(b) As soon as the mediation, if any, the prehearing conference, and the hearing have been scheduled, the office of legislation and hearings shall notify the parties in writing of:

(1) The date, time and place of the requested mediation and the prehearing conference;
(2) The date, time, place, and nature of the hearing;

(3) Legal authority under which the hearing is to be held;

(4) The particular sections of the statutes and rules involved, including a copy of Ed 1004;

(5) A short and plain statement of the issues involved; and

(6) The party's right to have an attorney present to represent the party at the party's expense.

(c) The name and address of the hearing officer who will preside at a hearing shall be selected:

(1) From a list of hearing officers, who have knowledge of state and federal vocational rehabilitation law, that is maintained by the office; and

(2) On a random basis.

Ed 1004.11 Elements of a Hearing. A hearing shall include the following elements:

(a) A prehearing conference, governed by Ed 1004.13;

(b) A hearing, governed by Ed 1004.15, that shall, except for good cause shown, be limited to 2 days; and

(c) A hearing officer's decision under Ed 1004.16(a) shall be considered the final decision of the designated state unit.

Ed 1004.12 Prehearing Procedures. The prehearing conference required by Ed 1004.10(a) shall be conducted by a hearing officer and governed by the following:

(a) Parties shall be prepared to discuss the issues described in RSA 541-A:31,V(c);

(b) Parties shall exchange, and provide to the hearing officer, witness lists including a brief description of each witness's testimony, and documentary evidence at least 5 business days before the hearing. Documentary evidence exchanged shall be legibly labeled in the upper right-hand corner with consecutive Arabic numerals as either "Individual Exhibit (number)" or "designated state unit (number)", as appropriate. An index, by title, of all exhibits submitted shall also be exchanged;

(c) In order to limit testimony at the hearing to only those factual matters which remain in dispute between the parties, each party shall submit a statement of facts;

(d) The party who has initiated the hearing shall present his or her case first unless the hearing officer determines that the change in the order of presentation would not materially prejudice any party's right to a full and fair hearing and:

(1) The hearing would proceed in a more timely manner if the party not initiating the hearing presents his or her case first; or

(2) The hearing would proceed in a more efficient manner if the party not initiating the hearing presents his or her case first.
Ed 1004.13 Voluntary Production of Information.

(a) Each party shall attempt in good faith to make a complete response to requests, as soon as practicable, for the voluntary production of information.

(b) When a dispute between parties arises concerning a request for the voluntary production of information, releases, or documents, any party may file a motion to compel the production of the requested information under Ed 1004.14.

Ed 1004.14 Motion to Compel Production of Information.

(a) Any party may file a motion requesting that the hearing officer compel the parties to comply with information requests. The motion shall be filed at least 15 days before the date scheduled for the hearing, or as soon as possible after receiving the notice of hearing. Any objection to the motion to compel shall be filed within 5 days of the date receipt of the motion.

(b) The moving party's motion shall:

(1) Set forth in detail those factors which it believes justify its request for information; and

(2) List with specificity the information it is seeking to discover.

(c) When a party has demonstrated that such requests for information are relevant to the issues described in the hearing notice and might be necessary for a full and fair presentation of the evidence at the hearing because they have the potential to affect the outcome of the hearing, the hearing officer shall grant the motion to compel.

Ed 1004.15 Hearing Procedures. The hearing shall be conducted by a hearing officer, governed by the following:

(a) All hearings shall be electronically recorded by the hearing officer or his or her designee. The hearing officer’s recording shall be the official record of the hearing unless a party requests and pays for stenographic recording of such hearing. If a party requests and pays for a stenographic recording of the hearing, the stenographic record shall be under the control of the hearing officer and shall be the official record;

(b) Any party to a hearing shall have the right to:

(1) Be accompanied and advised by counsel, who shall be an attorney, or by an individual with special knowledge or training with respect to vocational rehabilitation services and whose services shall be paid for by the party retaining counsel;

(2) Present evidence and confront and cross-examine witnesses;

(3) Request that the hearing officer prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least 5 business days before the first day of the scheduled hearing;

(4) Obtain a verbatim record of the hearing, at any point during the hearing or afterwards;
(5) Obtain written findings of facts and decisions; and

(6) Record the hearing;

(c) At the conclusion of the hearing an applicant, eligible individual, or previously eligible individual may request, at no cost, a verbatim record of the hearing in either electronic or written format and written findings of fact and decisions at no cost for the first copy of each item. Any additional copies or copies of any of the items in the case file shall be available at the department’s cost to produce them;

(d) An applicant, eligible individual, or previously eligible individual shall have the right to open the hearing to the public. However, if a hearing is open to the public, the hearing officer shall seat the members of the public and position their equipment in such a way that the public and equipment do not interfere with the proceedings;

(e) Each party shall have a maximum of one day to present its case, unless additional time is necessary for a full, fair disclosure of the facts necessary to arrive at a conclusion;

(f) The hearing officer shall limit the number of additional witnesses to eliminate redundant, cumulative, or irrelevant testimony; and

(g) The hearing officer shall limit examination of a witness by either party to avoid redundant, cumulative, or irrelevant testimony.

Ed 1004.16 Agreement Prior to Hearing

(a) If the parties reach an agreement prior to the hearing, both parties shall sign a written statement requesting the cancellation of the hearing.

(b) When signing a written statement requesting the cancellation of the hearing is a burden to the applicant, eligible individual, or previously eligible individual because of the individual’s disability, the office of legislation and hearings shall accept such requests in the appropriate mode of communication that is consistent with the informed choice of and used by the applicant, eligible individual, or previously eligible individual in order to promote the fair, accurate, and efficient resolution of issues.

Ed 1004.17 Continuance of Hearing

(a) A hearing officer shall grant extensions of time beyond the period set out in Ed 1004.(15)(e) for specific periods of time at the request of either party if:

(1) The party’s vocational rehabilitation services would not be jeopardized by the delay;

(2) The party would not have adequate time to prepare and present the party's position at the hearing in accordance with the requirements of due process; and

(3) The need for the delay is greater than any financial or other detrimental consequences likely to be suffered by a party in the event of delay.

(b) A hearing shall not be continued by the hearing officer because of the hearing officer's schedule.

Ed 1004.18 Decision
(a) The hearing officer shall issue a final decision not later than 30 days after the hearing is completed. The final decision shall be consistent with RSA 541-A:35. The final decision shall be based on the provisions of the approved state plan, the Act, federal vocational rehabilitation regulations, and state rules that are consistent with federal requirements.

(b) The hearing officer shall provide to the individual or, if appropriate, to the individual's representative, and to the designated state unit a full written report of the findings and grounds for the final decision within 30 days after the hearing is completed.

(c) A copy of the final decision shall be sent by certified mail to each of the parties.

Ed 1004.19 Impact on Provision of Services During Proceedings.

(a) The designated state unit shall not institute a suspension, reduction, or termination of vocational rehabilitation services being provided to an applicant or eligible individual, including evaluation and assessment services and individualized plan for employment development, pending resolution of a request for review of a determination through mediation or pending a decision by a hearing officer unless:

1. The individual or, in appropriate cases, the individual's representative requests a suspension, reduction, or termination of services;

2. The designated state unit has evidence that the services have been obtained through misrepresentation, fraud, collusion, or criminal conduct on the part of the individual or the individual's representative; or

3. The individual or the individual’s representative engages in delaying tactics to avoid a determination of the issue for the purpose of continuing services the designated state unit believes are inappropriate or inconsistent with the program or the employment aptitudes and interests of the individual. In the case of apparent delaying tactics, the following shall apply:

   a. Any case that remains open after 180 days shall be presumed to be a case where delay tactics are being employed; and

   b. In any case open longer than 180 or whenever the hearing officer believes a party is hindering the prosecution of the case, the hearing officer shall require the offending party to show good cause pursuant to Ed 206.04(a) why the hearing officer should not dismiss the case with prejudice.

(b) If a party brings a civil action under Ed 1004.20 to challenge the final decision of the hearing officer made under Ed 1004.18(f), the final decision of the hearing officer shall be implemented pending review by the court.

Ed 1004.20 Civil Action. Any party who disagrees with the findings and decision of the hearing officer may bring a civil action to appeal that decision in a state or a United States district court of competent jurisdiction as provided in 34 CFR 361.57(i).

PART Ed 1005 ABILITY TO SERVE ALL ELIGIBLE INDIVIDUALS

Ed 1005.01 Ability to Provide Full Range of Vocational Rehabilitation Services.
(a) The designated state unit shall either provide the full range of vocational rehabilitation services listed in 29 U.S.C. 723(a) and Ed 1010.16, as appropriate, to all eligible individuals or, in the event that vocational rehabilitation services cannot be provided to all eligible individuals who apply for the services, implement the order of selection established in Ed 1006 to be followed in selecting eligible individuals to be provided vocational rehabilitation services.

(b) The designated state unit shall provide the full range of vocational rehabilitation services to all eligible individuals if a determination is also made that, on the basis of the designated state unit’s projected fiscal and personnel resources and its assessment of the rehabilitation needs of individuals with significant disabilities within New Hampshire, the designated state unit can:

1. Continue to provide services to all individuals currently receiving services;
2. Provide assessment services to all individuals expected to apply for services in the next fiscal year;
3. Provide services to all individuals who are expected to be determined eligible in the next fiscal year; and
4. Meet all program requirements.

(c) The designated state unit shall establish and implement an order of selection according to the provisions of Ed 1006 if the designated state unit determines that it is unable to provide the full range of vocational rehabilitation services to all eligible individuals in New Hampshire who apply for the services.

(d) The designated state unit shall consult with the state rehabilitation council established under 34 CFR 361.16 that meets the requirements of 34 CFR 361.17 regarding the:

1. Need to establish an order of selection, including any reevaluation of the need as provided in Ed 1006.01(b);
2. Priority categories of the particular order of selection;
3. Criteria for determining individuals with the most significant disabilities; and
4. Administration of the order of selection.

PART Ed 1006 ORDER OF SELECTION FOR SERVICES

Ed 1006.01 Determining Need for Establishing and Implementing An Order of Selection.

(a) Prior to the beginning of each fiscal year the designated state unit shall determine whether to establish and implement an order of selection.

(b) If the designated state unit determines that it does not need to establish an order of selection, the designated state unit shall reevaluate this determination whenever changed circumstances during the course of a fiscal year indicate that it might no longer be able to provide the full range of vocational rehabilitation services, as appropriate, to all eligible individuals according to the requirements in Ed 1005.01(c).
(c) If the designated state unit establishes an order of selection, but determines that it does not need to implement that order at the beginning of the fiscal year, the designated state unit shall continue to meet the requirements of Ed 1005.01(c). If the designated state unit does not continue to meet the requirements of Ed 1005.01(c) it shall implement the order of selection by closing one or more priority categories.

Ed 1006.02 Establishing an Order of Selection. An order of selection shall be based only on the 3 criteria in the definition of "individual with a significant disability."

Ed 1006.03 Administering and Implementing an Order of Selection.

(a) The designated state unit shall administer an order of selection as follows:

(1) The order of selection shall be implemented on a statewide basis;

(2) All eligible individuals shall be notified of the priority categories in the order of selection, their assignment to a particular category, and their right to appeal their category assignment;

(3) The designated state unit shall continue to provide all needed services to any eligible individual who has begun to receive services under an individualized plan for employment prior to the effective date of the order of selection, irrespective of the severity of the individual's disability;

(4) The designated state unit shall ensure that its funding arrangements for providing services under the state plan, including third-party arrangements and awards under the establishment authority, are consistent with the order of selection; and

(5) The designated state unit shall renegotiate any funding arrangements that are inconsistent with the order of selection so that they are consistent with the order of selection.

(b) The designated state unit shall implement an order of selection for eligible individuals according to the following priority categories:

(1) Priority one shall include individuals who are determined to be eligible for services prior to the effective date of the implementation of the order of selection as provided in Ed 1006.03(a)(3), and individuals who are determined to be eligible for services after the effective date of the implementation of the order of selection and who are individuals with a most significant disability;

(2) Priority 2 shall include individuals with a significant disability and public safety officers as defined in RSA 507:8-h who are disabled in the line of duty in law enforcement or protection of life and property and who are not included in priority one; and

(3) Priority 3 shall include all other eligible individuals who do not have a significant disability.

PART Ed 1007 COMPARABLE SERVICES AND BENEFITS

Ed 1007.01 Determination of Availability of Comparable Services and Benefits.

(a) Prior to providing any vocational rehabilitation services, except those services listed in Ed 1007.02, to an eligible individual or to members of the individual's family, the designated state unit shall
determine whether comparable services and benefits exist under any other program and whether those services and benefits are available to the individual.

(b) A determination of the availability of comparable services and benefits shall not be required if the determination would interrupt or delay:

(1) The progress of the individual toward achieving the employment outcome identified in the individualized plan for employment;

(2) An immediate job placement; or

(3) The provision of vocational rehabilitation services to any individual who is determined to be at extreme medical risk, based on medical evidence provided by an appropriately licensed medical professional acting within the scope of his or her authority, unless the extreme medical risk requires intensive hospitalization or surgery in those circumstances, such as but not limited to, where organ or bone marrow transplantations are required.

Ed 1007.02 Exempt Services. The following vocational rehabilitation services described in Ed 1010.16 shall be exempt from a determination of the availability of comparable services and benefits:

(a) Assessment for determining eligibility and priority for services and assessment for determining vocational rehabilitation needs;

(b) Counseling and guidance, including information and support services, to assist an individual in exercising informed choice;

(c) Referral and other services to secure needed services from other agencies, including other components of the statewide workforce investment system, if those services are not available under the vocational rehabilitation services program;

(d) Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services;

(e) Rehabilitation technology, including telecommunications, sensory, and other technological aids and devices; and

(f) Post-employment services consisting of the services listed under Ed 1007.02(a)-(e).

Ed 1007.03 Using Comparable Services or Benefits.

(a) If comparable services or benefits exist under any other program and are available to the individual at the time needed to ensure the progress of the individual toward achieving the employment outcome in the individual’s individualized plan for employment, the designated state unit shall use those comparable services or benefits to meet, in whole or part, the costs of the vocational rehabilitation services.

(b) If comparable services or benefits exist under any other program, but are not available to the individual at the time needed to ensure the progress of the individual toward achieving the employment outcome in the individual’s individualized plan for employment, the designated state unit shall provide vocational rehabilitation services until those comparable services and benefits become available.
PART Ed 1008 PARTICIPATION OF INDIVIDUALS IN COST OF SERVICES BASED ON FINANCIAL NEED

Ed 1008.01 Financial Needs Assessment.

(a) The designated state unit shall consider the financial need of eligible individuals or of individuals who are receiving services through trial work experiences under Ed 1010.07 or during an extended evaluation under Ed 1010.08. The financial needs assessment shall be used for determining the extent of the individual’s participation in the costs of vocational rehabilitation services. The services listed in Ed 1008.02 shall be exempt from a financial needs assessment.

(b) The financial needs assessment shall:

(1) Explain the method for determining the financial need of an eligible individual as follows:

a. The method shall be a review of the person’s financial status; and

b. The method shall compare income and resources to determine the amount of monthly resources that shall be utilized for specific vocational rehabilitation services; and

(2) Specify the types of vocational rehabilitation services from the following services for which the designated state unit has established a financial needs test:

a. Physical and mental restoration;

b. Vocational and other training services;

c. Maintenance;

d. Transportation;

e. Vocational rehabilitation services to family members of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome;

f. Supported employment services;

g. Post employment services;

h. Occupational licenses, tools, equipment, initial stocks, and supplies;

i. Rehabilitation technology, including vehicular modification, telecommunications, sensory, and other technological aids and devices;

j. Transition services; and

k. Technical assistance and other consultation services to conduct market analyses, develop business plans and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce investment system, to eligible individuals who are pursuing self-employment.
(c) The financial needs assessment shall be applied uniformly to all individuals in similar circumstances.

(d) Although the financial needs assessment might require different levels of need for different geographic regions in the state, the assessment shall be applied uniformly to all individuals within each geographic region.

(e) The financial needs assessment shall ensure that the level of an individual's participation in the cost of vocational rehabilitation services is:

1. Based on the individual's financial need, including consideration of any disability-related expenses paid by the individual; and

2. Not so high as to effectively deny the individual a necessary service.

Ed 1008.02 Services Exempt from Financial Needs Assessment.

(a) The designated state unit shall not apply a financial needs assessment or require the financial participation of the individual as a condition for furnishing the following vocational rehabilitation services:

1. Assessment for determining eligibility and priority for vocational rehabilitation services under Ed 1010.04, except those non-assessment services that are provided to an individual with a significant disability during either an exploration of the individual's abilities, capabilities, and capacity to perform in work situations through the use of trial work experiences under Ed 1010.07 or an extended evaluation under Ed 1010.08;

2. Assessment for determining vocational rehabilitation needs under Ed 1010.12;

3. Vocational rehabilitation counseling and guidance under Ed 1010.11;

4. Referral and other services under Ed 1009;

5. Job-related services under Ed 1010.15(a)(12);

6. Personal assistance services; and

7. Any auxiliary aid or interpreter services under Ed 1010.15(a)(10) or reader services under Ed 1010.15(a)(11) that an individual with a disability requires under section 504 of the Act, 29 U.S.C. 794, or under the Americans with Disabilities Act, 42 U.S.C. 12101, et seq., or regulations implementing those laws, in order for the individual to participate in the vocational rehabilitation program.

(b) The designated state unit shall not apply a financial needs assessment or require the financial participation of the individual as a condition for furnishing any vocational rehabilitation service if the individual in need of the service has been determined eligible for Social Security benefits under Titles II or XVI of the Social Security Act.
PART Ed 1009 INFORMATION AND REFERRAL SERVICES

Ed 1009.01 Referring Individuals Under an Order of Selection. The designated State agency shall implement an information and referral system adequate to ensure that individuals with disabilities, including eligible individuals who do not meet the agency’s order of selection criteria for receiving vocational rehabilitation services if the agency is operating on an order of selection, are provided accurate vocational rehabilitation information and guidance which may include counseling and referral for job placement using appropriate modes of communication to assist them in preparing for, securing, retaining, or regaining employment.

Ed 1009.02 Referring Individuals to Extended Employment Providers.

(a) The designated state unit shall refer to local extended employment providers an individual with a disability who makes an informed choice to pursue extended employment as the individual’s employment goal.

(b) Before making the referral required by this section, the designated state unit shall:

1. Consistent with Ed 1010.04(f), explain to the individual that the purpose of the vocational rehabilitation program is to assist individuals to achieve an employment outcome;

2. Consistent with Ed 1012, provide the individual with information concerning the availability of employment options, and of vocational rehabilitation services, in integrated settings;

3. Inform the individual that services under the vocational rehabilitation program can be provided to eligible individuals in an extended employment setting if necessary for purposes of training or otherwise preparing for employment in an integrated setting;

4. Inform the individual that, if he or she initially chooses not to pursue employment in an integrated setting, he or she can seek services from the designated state unit at a later date if, at that time, he or she chooses to pursue employment in an integrated setting; and

5. Refer the individual, as appropriate, to the Social Security Administration in order to obtain information concerning the ability of individuals with disabilities to work while receiving benefits from the Social Security Administration.

Ed 1009.03 Criteria for Appropriate Referrals.

(a) The designated state unit shall refer individuals with disabilities to federal or state programs, including programs carried out by other components of the statewide workforce investment system, best suited to address the specific employment needs of an individual with a disability.

(b) The designated state unit shall provide the individual who is being referred with a notice of the referral by the designated state unit to the agency carrying out the program that includes:

1. Information identifying a specific point of contact within the agency to which the individual is being referred; and

2. Information and advice regarding the most suitable services to assist the individual to prepare for, secure, retain, or regain employment.
PART Ed 1010 PROVISION AND SCOPE OF SERVICES

Ed 1010.01 Processing Referrals.

(a) The designated state unit shall promptly and equitably handle referrals of individuals for vocational rehabilitation services, including referrals of individuals made through the One-Stop service delivery systems established under section 121 of the Workforce Investment Act of 1998, 29 U.S.C. 721(a)(6)(A) and 723(a)(6). Good faith efforts shall be made in a timely manner to inform these individuals of application requirements and to gather information necessary to initiate an assessment for determining eligibility and priority for services.

(b) The following minimum information shall be furnished for each individual who is referred to the designated state unit for vocational rehabilitation services:

1. Name and address;
2. Disability;
3. Age and gender;
4. Date of referral; and
5. Source of referral.

Ed 1010.02 Processing Applications.

(a) Once an individual has submitted an application for vocational rehabilitation services, including applications made through common intake procedures in One-Stop centers established under section 121 of the Workforce Investment Act of 1998, 29 U.S.C. 721(a)(6)(A) and 723(a)(6), an eligibility determination shall be made within 60 days, unless:

1. Exceptional and unforeseen circumstances beyond the control of the designated state unit preclude making an eligibility determination within 60 days and the designated state unit and the individual agree to a specific extension of time; or
2. An exploration of the individual's abilities, capabilities, and capacity to perform in work situations is carried out in accordance with Ed 1010.07 or, if appropriate, an extended evaluation is carried out in accordance with Ed 1010.08.

(b) If no agreement can be reached under subparagraph (a)(1), the eligibility determination shall be made on the available information.

(c) An individual shall be considered by the designated state unit to have submitted an application when the individual or the individual's representative, as appropriate:

1. Has completed and signed a designated state unit application form;
2. Has completed a common intake application form in a One-Stop center requesting vocational rehabilitation services;
(3) Has provided to the designated state unit information necessary to initiate an assessment
to determine eligibility and priority for services;

(4) Is available to complete the assessment process; or

(5) Has otherwise requested services from the designated state unit through a verbal request, a
request through an interpreter, or a request from the individual's representative.

(d) The designated state unit shall ensure that its application forms are available throughout New
Hampshire, particularly in the One-Stop centers established under section 121 of the Workforce

Ed 1010.03 Assessment for Determining Eligibility and Priority for Services.

(a) In order to determine whether an individual is eligible for vocational rehabilitation services and
the individual's priority under an order of selection for services in the event New Hampshire operates
under an order of selection, the designated state unit shall conduct an assessment.

(b) The assessment shall be conducted in the most integrated setting possible, consistent with the
individual's needs and informed choice, and in accordance with the provisions of Ed 1010.04 through Ed
1010.09.

Ed 1010.04 Eligibility Requirements.

(a) An applicant shall be determined eligible for vocational rehabilitation services if:

(1) A determination is made by qualified personnel that the applicant has a physical or mental
impairment;

(2) A determination is made by qualified personnel that the applicant's physical or mental
impairment constitutes or results in a substantial impediment to employment for the
applicant;

(3) A determination is made by a vocational rehabilitation counselor employed by the
designated state unit that the applicant requires vocational rehabilitation services to prepare
for, secure, retain, or regain employment consistent with the applicant's unique strengths,
resources, priorities, concerns, abilities, capabilities, interests, and informed choice; and

(4) A determination is made by the designated state unit that the applicant can benefit in
terms of an employment outcome from the provision of vocational rehabilitation services.

(b) An applicant who meets the eligibility requirements in Ed 1010.04(a)(1) and (2) shall be
deemed as being able to benefit in terms of an employment outcome unless the designated state unit
demonstrates, based on clear and convincing evidence, that the applicant is incapable of benefiting in
terms of an employment outcome from vocational rehabilitation services due to the severity of the
applicant's disability.

(c) Any applicant who has been determined eligible for Social Security benefits under Title II or
Title XVI of the Social Security Act shall be:
(1) Presumed to be eligible for vocational rehabilitation services under Ed 1010.04(a) and (b); and

(2) Considered to be an individual with a significant disability.

(d) If an applicant for vocational rehabilitation services asserts that he or she is eligible for Social Security benefits under Title II or Title XVI of the Social Security Act and is therefore presumed eligible for vocational rehabilitation services under Ed 1010.04(c)(1), but is unable to provide appropriate evidence, such as an award letter, to support that assertion, the designated state unit shall verify the applicant's eligibility under Title II or Title XVI of the Social Security Act by contacting the Social Security Administration. This verification shall be made within a period of time that enables the designated state unit to determine the applicant's eligibility for vocational rehabilitation services within 60 days of the individual submitting an application for services in accordance with Ed 1010.02(a) and (c).

(e) Any eligible individual shall intend to achieve an employment outcome that is consistent with the applicant's:

(1) Unique strengths;

(2) Resources;

(3) Priorities;

(4) Concerns;

(5) Abilities;

(6) Capabilities;

(7) Interests; and

(8) Informed choice.

(f) The designated state unit shall inform individuals, through its application process for vocational rehabilitation services, that individuals who receive services under the program shall intend to achieve an employment outcome.

(g) The applicant's completion of the application process for vocational rehabilitation services shall be sufficient evidence of the individual's intent to achieve an employment outcome, and no additional demonstration on the part of the applicant shall be required for purposes of satisfying Ed 1010.04(e).

(h) Nothing in this section shall be construed to create an entitlement to any vocational rehabilitation service.

Ed 1010.05 Prohibited Factors. In making a determination of eligibility under Ed 1010.03 through Ed 1010.04 and under Ed 1010.06 through Ed 1010.09:

(a) No applicant or group of applicants shall be excluded or found ineligible solely on the basis of the type of disability; and

(b) The eligibility requirements shall be applied without regard to the:
(1) Age, gender, race, color, or national origin of the applicant;

(2) Type of expected employment outcome;

(3) Source of referral for vocational rehabilitation services;

(4) Particular service needs or anticipated cost of services required by an applicant; and

(5) The income level of an applicant or applicant's family.

Ed 1010.06 Review and Assessment of Data for Eligibility Determination.

(a) Except as provided in Ed 1010.07, the designated state unit shall base its determination of each of the basic eligibility requirements in Ed 1010.04 on:

(1) A review and assessment of existing data, including:

   a. Counselor observations;

   b. Education records;

   c. Information provided by the individual or the individual's family;

   d. Information used by education officials; and

   e. Determinations made by officials of other agencies; and

(2) To the extent existing data do not describe the current functioning of the individual or are unavailable, insufficient, or inappropriate to make an eligibility determination, an assessment of additional data resulting from the provision of vocational rehabilitation services, including:

   a. Trial work experiences;

   b. Assistive technology devices and services;

   c. Personal assistance services; and

   d. Any other support services that are necessary to determine whether an individual is eligible.

(b) Except as provided in Ed 1010.07, the designated state unit shall base its presumption under Ed 1010.04(c) that an applicant who has been determined eligible for Social Security benefits under Title II or Title XVI of the Social Security Act satisfies each of the basic eligibility requirements in Ed 1010.04 on determinations made by the Social Security Administration.

Ed 1010.07 Trial Work Experiences for Individuals with Significant Disabilities.

(a) Prior to any determination that an individual with a disability is incapable of benefiting from vocational rehabilitation services in terms of an employment outcome because of the severity of that individual's disability, the designated state unit shall conduct an exploration of the individual's abilities,
capabilities, and capacity to perform in realistic work situations to determine whether there is clear and convincing evidence to support such a determination.

(b) The designated state unit shall develop a written plan to assess periodically the individual's abilities, capabilities, and capacity to perform in work situations through the use of trial work experiences. Such trial work experience shall be provided in the most integrated setting possible, consistent with the informed choice and rehabilitation needs of the individual.

(c) Trial work experiences shall include supported employment, on-the-job training, and other experiences using realistic work settings.

(d) Trial work experiences shall be of sufficient variety and over a sufficient period of time for the designated state unit to determine that:

(1) There is sufficient evidence to conclude that the individual can benefit from the provision of vocational rehabilitation services in terms of an employment outcome; or

(2) There is clear and convincing evidence that the individual is incapable of benefiting from vocational rehabilitation services in terms of an employment outcome due to the severity of the individual's disability.

(e) The designated state unit shall provide appropriate supports, including assistive technology devices and services and personal assistance services, to accommodate the rehabilitation needs of the individual during the trial work experiences.

Ed 1010.08 Extended Evaluation for Certain Individuals with Significant Disabilities.

(a) If an individual cannot take advantage of trial work experiences or if options for trial work experiences have been exhausted before the designated state unit is able to make the determinations described in Ed 1010.07(d), the designated state unit shall conduct an extended evaluation to make these determinations.

(b) During the extended evaluation period, vocational rehabilitation services shall be provided in the most integrated setting possible, consistent with the informed choice and rehabilitation needs of the individual.

(c) During the extended evaluation period, the designated state unit shall develop a written plan for providing services necessary to make a determination under Ed 1010.07(d).

(d) During the extended evaluation period, the designated state unit shall provide only those services that are necessary to make the determination described in Ed 1010.07(d) and shall terminate extended evaluation services when the designated state unit is able to make the determination.

Ed 1010.09 Data for Determination of Priority for Services under an Order of Selection.

(a) If the designated state unit is operating under an order of selection for services as provided in Ed 1006, the designated state unit shall base its priority assignments on:

(1) A review of the data that was developed under Ed 1010.06 and Ed 1010.07 to make the eligibility determination; and
(2) An assessment of additional data, to the extent necessary.

Ed 1010.10 Procedures for Ineligibility Determination.

(a) If the designated state unit determines that an applicant is ineligible for vocational rehabilitation services or determines that an individual receiving services under an individualized plan for employment is no longer eligible for services, the designated state unit shall:

(1) Make the determination only after providing an opportunity for full consultation with the individual or, as appropriate, with the individual's representative;

(2) Inform the individual in writing, supplemented as necessary by other appropriate modes of communication consistent with the informed choice of the individual, of:

   a. The ineligibility determination, including the reasons for that determination;

   b. The requirements under this section; and

   c. The means by which the individual may express and seek remedy for any dissatisfaction, including the procedures for review of designated state unit personnel determinations in accordance with Ed 1004;

(3) Provide the individual with a description of services available from a client assistance program established under 34 CFR 370 and with information on how to contact that program;

(4) Refer the individual:

   a. To other programs that are part of the One-Stop service delivery system under the Workforce Investment Act, 29 U.S.C 705, that can address the individual's training or employment-related needs; or

   b. To local extended employment providers if the ineligibility determination is based on a finding that the individual is incapable of achieving employment; and

(5) Review within 12 months and annually thereafter if requested by the individual or, if appropriate, by the individual's representative any ineligibility determination that is based on a finding that the individual is incapable of achieving an employment outcome.

(b) The review required under Ed 1010.10(a)(5) shall not be conducted in situations in which the individual has refused it, the individual is no longer present in New Hampshire, the individual's whereabouts are unknown, or the individual's medical condition is rapidly progressive or terminal.

Ed 1010.11 Closure without Eligibility Determination. The designated state unit shall not close an applicant's record of services prior to making an eligibility determination unless the applicant declines to participate in, or is unavailable to complete, an assessment for determining eligibility and priority for services, and the designated state unit has made a minimum number of 2 attempts to contact the applicant or, if appropriate, the applicant's representative to encourage the applicant's participation.

(a) An individualized plan for employment meeting the requirements of this section and Ed 1010.13 shall be developed and implemented in a timely manner for each individual determined to be eligible for vocational rehabilitation services or, if the designated state unit is operating under an order of selection in accordance with Ed 1006, for each eligible individual to whom the designated state unit is able to provide services. Services shall be provided in accordance with the provisions of the individualized plan for employment.

(b) The designated state unit shall conduct an assessment for determining vocational rehabilitation needs for each eligible individual or, if the designated state unit is operating under an order of selection, for each eligible individual to whom the designated state unit is able to provide services. The purpose of this assessment shall be to determine the employment outcome, and the nature and scope of vocational rehabilitation services to be included in the individualized plan for employment.

(c) The individualized plan for employment shall be designed to achieve a specific employment outcome that is selected by the individual consistent with the individual's:

(1) Unique strengths;
(2) Resources;
(3) Priorities;
(4) Concerns;
(5) Abilities;
(6) Capabilities;
(7) Interests; and
(8) Informed choice.

(d) The designated state unit shall provide the following information to each eligible individual or, as appropriate, the individual's representative, in writing and, if appropriate, in the native language or mode of communication of the individual or the individual's representative:

(1) Information on the available options for developing the individualized plan for employment, including the option that an eligible individual or, as appropriate, the individual's representative may develop all or part of the individualized plan for employment with or without assistance from the designated state unit or other entity or individual; and

(2) Additional information to assist the eligible individual or, as appropriate, the individual's representative in developing the individualized plan for employment, including:

   a. Information describing the full range of components that shall be included in an individualized plan for employment;

   b. As appropriate to each eligible individual:

       1. An explanation of the criteria in Ed 1008 for determining an eligible individual's financial commitments under an individualized plan for employment;
2. Information on the availability of assistance in completing designated state unit forms required as part of the individualized plan for employment; and

3. Additional information that the eligible individual requests or the designated state unit determines to be necessary to the development of the individualized plan for employment;

c. A description of the rights and remedies available to the individual, including, if appropriate, recourse to the processes described in Ed 1004; and

d. A description of the availability of a client assistance program established under 34 CFR 370 and information on how to contact the client assistance program.

(e) The individualized plan for employment shall be:

(1) A written document prepared on forms provided by the designated state unit that contain the information in Ed 1010.13;

(2) Developed and implemented in a manner that gives eligible individuals the opportunity to exercise informed choice, consistent with Ed 1012, in selecting:

   a. The employment outcome, including the employment setting;

   b. The specific vocational rehabilitation services needed to achieve the employment outcome, including the settings in which services will be provided;

   c. The entity or entities that will provide the vocational rehabilitation services; and

   d. The methods available for procuring the services;

(3) Agreed to and signed by the eligible individual or, as appropriate, the individual's representative;

(4) Approved and signed by a vocational rehabilitation counselor or other qualified personnel employed by the designated state unit;

(5) Provided to the eligible individual along with a copy of any amendments to the individualized plan for employment in writing or, as appropriate, to the individual's representative, and, if appropriate, in the native language or mode of communication of the individual;

(6) Reviewed at least annually by a vocational rehabilitation counselor or other qualified personnel and the eligible individual or, as appropriate, the individual's representative to assess the eligible individual's progress in achieving the identified employment outcome;

(7) Amended, as necessary, by the individual or, as appropriate, the individual's representative as follows:
a. The individualized plan for employment shall be amended in collaboration with a representative of the designated state unit or a vocational rehabilitation counselor or other qualified personnel, to the extent determined to be appropriate by the individual;

b. The individualized plan for employment shall be amended if there are substantive changes in the employment outcome, the vocational rehabilitation services to be provided, or the providers of the vocational rehabilitation services; and

c. Amendments to the individualized plan for employment shall not take effect until agreed to and signed by the eligible individual or, as appropriate, the individual's representative and by a vocational rehabilitation counselor employed by the designated state unit; and

(8) Developed for a student with a disability receiving special education services:

a. In consideration of the student's individualized education plan; and

b. In accordance with the plans, policies, procedures, and terms of the interagency agreement required under the state plan.

(f) The designated state unit shall establish and implement standards for the prompt development of individualized plan for employment for the individuals identified under Ed 1010.12(a), including timelines that take into consideration the needs of the individuals.

(g) To the extent possible, the employment outcome and the nature and scope of rehabilitation services to be included in the individual's individualized plan for employment shall be determined based on the data used for the assessment of eligibility and priority for services under Ed 1010.03 through Ed 1010.09 without a comprehensive assessment.

(h) The individualized plan for employment shall be prepared based on a comprehensive assessment as follows:

(1) If additional data are necessary to determine the employment outcome and the nature and scope of services to be included in the individualized plan for employment of an eligible individual, the division shall conduct a comprehensive assessment of the unique:

a. Strengths;

b. Resources;

c. Priorities;

d. Concerns;

e. Abilities;

f. Capabilities;

g. Interests; and
h. Informed choice, including the need for supported employment services, of the eligible individual, in the most integrated setting possible, and consistent with the informed choice of the individual in accordance with the provisions of 34 CFR 361.5(b)(6)(ii); and

(2) In preparing the comprehensive assessment, the designated state unit shall use, to the maximum extent possible and appropriate and in accordance with confidentiality requirements, existing information that is current as of the date of the development of the individualized plan for employment, including:

a. Information available from other programs and providers, including information used by education officials and the Social Security Administration;

b. Information provided by the individual and the individual's family; and

c. Information obtained under the assessment for determining the individual's eligibility and vocational rehabilitation needs.

Source. #8030, eff 1-22-04; ss by #10074, eff 1-19-12


(a) Each individualized plan for employment shall include:

(1) A description of the specific employment outcome that is chosen by the eligible individual and that is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, career interests, and informed choice;

(2) A description of the specific rehabilitation services under Ed 1010.15 that are:

a. Needed to achieve the employment outcome, including, as appropriate, the provision of assistive technology devices, assistive technology services, and personal assistance services, including training in the management of those services; and

b. Provided in the most integrated setting that is appropriate for the services involved and that is consistent with the informed choice of the eligible individual;

(3) Timelines for the achievement of the employment outcome and for the initiation of services;

(4) A description of the entity or entities chosen by the eligible individual or, as appropriate, the individual's representative that will provide the vocational rehabilitation services and the methods used to procure those services;

(5) A description of the criteria that will be used to evaluate progress toward achievement of the employment outcome; and

(6) The terms and conditions of the individualized plan for employment, including, as appropriate, information describing:

a. The responsibilities of the designated state unit;
b. The responsibilities of the eligible individual, including:

1. The responsibilities the individual will assume in relation to achieving the employment outcome;

2. If applicable, the extent of the individual's participation in paying for the cost of services; and

3. The responsibility of the individual with regard to applying for and securing comparable services and benefits as described in Ed 1007; and

c. The responsibilities of other entities as the result of arrangements made pursuant to the comparable services or benefits requirements in Ed 1007.

(b) An individualized plan for employment for an individual with a most significant disability for whom an employment outcome in a supported employment setting has been determined to be appropriate shall:

(1) Specify the supported employment services to be provided by the designated state unit;

(2) Specify the expected extended services needed, which may include natural supports provided through the people and environments a person encounters that enhance the potential for inclusion more effectively than relying on specialized services and personnel, such as:

a. Relationships with coworkers;

b. The social support of family and friends;

c. Social networks; and

d. Established resources within one's community including religious centers, recreational activities and support groups;

(3) Identify the source of extended services or, to the extent that it is not possible to identify the source of extended services at the time the individualized plan for employment is developed, include a description of the basis for concluding that there is a reasonable expectation that those sources will become available;

(4) Provide for periodic monitoring to ensure that the individual is making satisfactory progress toward meeting the weekly work requirement established in the individualized plan for employment by the time of transition to extended services;

(5) Provide for the coordination of services provided under an individualized plan for employment with services provided under other individualized plans established under other federal or state programs;

(6) To the extent that job skills training is provided, identify that the training will be provided on site; and

(7) Include placement in an integrated setting for the maximum number of hours possible based on the unique:

a. Strengths;

b. Resources;

c. Priorities;
d. Concerns;

e. Abilities;

f. Capabilities;

g. Interests; and

h. Informed choice of individuals with the most significant disabilities.

(c) The individualized plan for employment for each individual shall contain, as determined to be necessary, statements concerning:

(1) The expected need for post-employment services prior to closing the record of services of an individual who has achieved an employment outcome;

(2) A description of the terms and conditions for the provision of any post-employment services; and

(3) If appropriate, a statement of how post-employment services will be provided or arranged through other entities as the result of arrangements made pursuant to the comparable services or benefits requirements in Ed 1007.

d) The individualized plan for employment for a student with a disability who is receiving special education services shall be coordinated with the individualized education plan of that individual in terms of the goals, objectives, and services identified in the individualized education plan.

e) Notwithstanding the content of the individualized plan for employment set out above, the designated state unit of vocational rehabilitation, department of education shall not fund or assist in the funding of intensive hospitalization or surgery including, but not limited to, organ or bone marrow transplantations pursuant to Chapter 252:2 of the laws of 1993 as set forth in Ed 1010.13.

Source. #8030, eff 1-22-04; ss by #10074, eff 1-19-12

Ed 1010.14 Record of Services. The designated state unit shall maintain for each applicant and eligible individual a record of services that includes, to the extent pertinent, the following documentation:

(a) If an applicant has been determined to be an eligible individual, documentation in the form of written notification of eligibility supporting that determination in accordance with the requirements under Ed 1010.03 through Ed 1010.09;

(b) If an applicant or eligible individual receiving services under an individualized plan for employment has been determined to be ineligible, documentation in the form of written notification of ineligibility supporting that determination in accordance with the requirements under Ed 1010.10;

(c) Documentation in the form of case notes, an amendment to the individualized plan for employment, or a letter to an applicant or eligible individual that describes the justification for closing an applicant's or eligible individual's record of services if that closure is based on reasons other than ineligibility, including, as appropriate, documentation indicating that the designated state unit has satisfied the requirements in Ed 1010.11;
(d) If an individual has been determined to be an individual with a significant disability or an individual with a most significant disability, documentation in accordance with 34 CFR 361.42(d) supporting that determination;

(e) Documentation supporting the need for, and the plan relating to, the extended evaluation or trial work experiences in accordance with the requirements under Ed 1010.07 and Ed 1010.08 if an individual with a significant disability requires trial work experiences or an extended evaluation;

(f) The individualized plan for employment, and any amendments to the individualized plan for employment, consistent with the requirements under Ed 1010.13;

(g) Documentation describing the extent to which the applicant or eligible individual exercised informed choice regarding the provision of assessment services and the extent to which the eligible individual exercised informed choice in the development of the individualized plan for employment with respect to the selection of the:

1. Specific employment outcome;
2. Specific vocational rehabilitation services needed to achieve the employment outcome;
3. Entity to provide the services;
4. Employment setting;
5. Settings in which the services will be provided; and
6. Methods to procure the services;

(h) In the event that an individual's individualized plan for employment provides for vocational rehabilitation services in a non-integrated setting, a justification in the individualized plan for employment to support the need for the non-integrated setting;

(i) In the event that an individual obtains competitive employment, verification that the individual is compensated at or above the minimum wage and that the individual's wage and level of benefits are not less than that customarily paid by the employer for the same or similar work performed by non-disabled individuals in accordance with 34 CFR 361.5(b)(11)(ii);

(j) In the event an individual achieves an employment outcome in which the individual is compensated in accordance with section 14(c) of the Fair Labor Standards Act, 29 CFR 525, or the designated state unit closes the record of services of an individual in extended employment on the basis that the individual is unable to achieve an employment outcome or that an eligible individual through informed choice chooses to remain in extended employment, documentation of the:

1. Results of the annual reviews required under Ed 1013;
2. Individual's input into those reviews; and
3. Individual's or, if appropriate, the individual's representative's acknowledgment that those reviews were conducted;
(k) Documentation concerning any action or decision resulting from a request by an individual under Ed 1004 for a review of determinations made by the designated state unit;

(l) In the event that an applicant or eligible individual requests under Ed 1003.03(i) that documentation in the record of services be amended and the documentation is not amended, documentation of the request;

(m) In the event an individual is referred to another program through the designated state unit’s information and referral system under Ed 1009, including other components of the statewide workforce investment system, documentation on the nature and scope of services provided by the designated state unit to the individual and on the referral itself, consistent with the requirements of Ed 1009;

(n) In the event an individual’s record of service is closed under Ed 1014, documentation that demonstrates the services provided under the individual's individualized plan for employment contributed to the achievement of the employment outcome; and

(o) In the event an individual’s record of service is closed under Ed 1014, documentation verifying that the provisions of Ed 1014 have been satisfied.

Source. #8030, eff 1-22-04; ss by #10074, eff 1-19-12

Ed 1010.15 Scope of Vocational Rehabilitation Services for Individuals with Disabilities.

(a) As appropriate to the vocational rehabilitation needs of each individual and consistent with each individual's informed choice, the following vocational rehabilitation services shall be available to assist the individual with a disability in preparing for, securing, retaining, or regaining an employment outcome that is consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice:

(1) Assessment for determining eligibility and priority for services by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, in accordance with Ed 1010.03 through Ed 1010.09;

(2) Assessment for determining vocational rehabilitation needs by qualified personnel, including, if appropriate, an assessment by personnel skilled in rehabilitation technology, in accordance with Ed 1010.12;

(3) Vocational rehabilitation counseling and guidance, including information and support services to assist an individual in exercising informed choice in accordance with Ed 1012;

(4) Referral and other services necessary to assist applicants and eligible individuals to secure needed services from other agencies, including other components of the statewide workforce investment system, in accordance with 34 CFR 361.23 and 34 CFR 361.24, and Ed 1008, and to advise those individuals about client assistance programs established under 34 CFR 370;

(5) Physical and mental restoration services, to the extent that financial support is not readily available from a source other than the designated state unit such as through health insurance or a comparable service or benefit;

(6) Vocational and other training services, including personal and vocational adjustment training, books, tools, and other training materials, except that no training or training services in an institution of higher education such as universities, colleges, community or junior colleges, vocational schools, technical
institutes, or hospital schools of nursing, shall be paid for with funds under the state vocational rehabilitation services program unless maximum efforts have been made by the designated state unit and the individual to secure grant assistance in whole or in part from other sources to pay for that training;

(7) Maintenance;

(8) Transportation in connection with the rendering of any vocational rehabilitation service;

(9) Vocational rehabilitation services to family members of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome;

(10) Interpreter services, including sign language and oral interpreter services, for individuals who are deaf or hard of hearing, and tactile interpreting services for individuals who are deaf-blind provided by qualified personnel;

(11) Reader services, rehabilitation teaching services, and orientation and mobility services for individuals who are blind;

(12) Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services;

(13) Supported employment services;

(14) Personal assistance services;

(15) Post-employment services;

(16) Occupational licenses, tools, equipment, initial stocks, and supplies;

(17) Rehabilitation technology, including vehicular modification, telecommunications, sensory, and other technological aids and devices;

(18) Transition services;

(19) Technical assistance and other consultation services to conduct market analyses, develop business plans, and otherwise provide resources, to the extent those resources are authorized to be provided through the statewide workforce investment system, to eligible individuals who are pursuing self-employment or telecommuting or establishing a small business operation as an employment outcome; and

(20) Other goods and services necessary for the individual with a disability to achieve an employment outcome as determined in the individualized plan for employment.

(b) Scope of services shall not include services prohibited by Chapter 252:2 of the laws of 1993 as set out in Ed 1010.13(e).

Source.  #8030, eff 1-22-04; ss by #10074, eff 1-19-12

Ed 1010.16 Provision of Services for Individuals with Disabilities.

(a) The provision of services shall be based on the rehabilitation needs of each individual as identified in that individual's individualized plan for employment and shall be consistent with the individual's
informed choice. There shall not be any arbitrary limits on the nature and scope of vocational rehabilitation services to be provided to the individual to achieve an employment outcome, or on the timely authorization of services that shall be consistent with the individualized plan for employment.

(b) If the individual chooses an out-of-state service at a higher cost than an in-state service, if either service would meet the individual's rehabilitation needs, the designated state unit shall not be responsible for those costs in excess of the cost of the in-state service.

(c) The designated state unit:

(1) Shall establish for each provider a provider fee schedule to govern the rates of payment for all purchased vocational rehabilitation services listed under Ed 1010.15; and

(2) Shall not place absolute dollar limits on specific service categories or on the total services provided to an individual.

(d) The provider fee schedule shall be consistent with:

(1) The fees charged by medical and psychological providers;

(2) Rates negotiated between the designated state unit and community rehabilitation programs;

(3) Interpreter fees charged for services under Ed 1010.15(a)(10);

(4) Tuition rates charged by an institution of higher education such as universities, colleges, community or junior colleges, vocational schools, technical institutes, or hospital schools of nursing; and

(5) The cost of services provided to individuals under Ed 1010.15(a)(7), (8), (9), (10), (16), (17), (19), and (20).]

(e) Time periods for the provision of services shall not be so short as to effectively deny an individual a necessary service. Time periods shall not be absolute and shall be extended in the event the individual cannot get the services in the identified time frame so that individual needs can be addressed.

Source. #8030, eff 1-22-04; ss by #10074, eff 1-19-12

PART Ed 1011 STANDARDS FOR PROVIDERS OF SERVICES

Ed 1011.01 Special Communication Needs Personnel. Providers of vocational rehabilitation services shall be able to communicate:

(a) In the native language of applicants and eligible individuals who have limited English speaking ability; and

(b) By using appropriate modes of communication used by applicants and eligible individuals consistent with the informed choice of those applicants and individuals.

Source. #8030, eff 1-22-04; ss by #10074, eff 1-19-12

PART Ed 1012 INFORMED CHOICE
Ed 1012.01 Informed Choice.

(a) Each applicant or eligible individual shall exercise informed choice throughout the vocational rehabilitation process.

(b) The designated state unit shall implement informed choice by:

1. Informing each applicant and eligible individual, including students with disabilities who are making the transition from programs under the responsibility of an educational agency to programs under the responsibility of the designated state unit, through appropriate modes of communication, about the availability of and opportunities to exercise informed choice, including the availability of support services for individuals with cognitive or other disabilities who require assistance in exercising informed choice throughout the vocational rehabilitation process;

2. Assisting applicants and eligible individuals in exercising informed choice in decisions related to the provision of assessment services;

3. Affording eligible individuals meaningful choices among the methods used to procure vocational rehabilitation services; and

4. Assisting eligible individuals or, as appropriate, the individuals' representatives, in acquiring information that enables them to exercise informed choice in the development of their individualized plan for employment with respect to the selection of the:

a. Employment outcome;

b. Specific vocational rehabilitation services needed to achieve the employment outcome;

c. Entity that will provide the services;

d. Employment setting and the settings in which the services will be provided; and

e. Methods available for procuring the services.

Source. #8030, eff 1-22-04; ss by #10074, eff 1-19-12

Ed 1012.02 Information and Assistance in the Selection of Vocational Rehabilitation Services and Service Providers.

(a) In assisting an applicant and eligible individual in exercising informed choice during the assessment for determining eligibility and vocational rehabilitation needs and during development of the IPE, the designated state unit shall provide the individual or the individual's representative, or assist the individual or the individual's representative in acquiring, information necessary to make an informed choice about the specific vocational rehabilitation services, including the providers of those services, that are needed to achieve the individual's employment outcome.

(b) The information in Ed 1012.02(a) shall include, at a minimum, information relating to the:

1. Cost, accessibility, and duration of potential services;
(2) Consumer satisfaction with those services to the extent that information relating to consumer satisfaction is available;

(3) Qualifications of potential service providers;

(4) Types of services offered by the potential providers;

(5) Degree to which services are provided in integrated settings; and

(6) Outcomes achieved by individuals working with service providers, to the extent that such information is available.

Source.  #8030, eff 1-22-04; ss by #10074, eff 1-19-12

Ed 1012.03 Methods or Sources of Information.

(a) In providing or assisting the individual or the individual's representative in acquiring the information required under Ed 1012.02, the designated state unit shall use, to the extent available, the following methods or sources of information:

(1) Lists of services and service providers;

(2) Periodic consumer satisfaction surveys and reports;

(3) Referrals to other consumers, consumer groups, or disability advisory councils qualified to discuss the services or service providers;

(4) Relevant accreditation, certification, or other information relating to the qualifications of service providers; and

(5) Opportunities for individuals to visit or experience various work and service provider settings.

Source.  #8030, eff 1-22-04; ss by #10074, eff 1-19-12

PART Ed 1013  ANNUAL REVIEW OF INDIVIDUALS IN EXTENDED EMPLOYMENT AND OTHER EMPLOYMENT UNDER SPECIAL CERTIFICATE PROVISIONS OF THE FAIR LABOR STANDARDS ACT

Ed 1013.01 Annual Review.

(a) The provisions of Ed 1013 shall apply to any individual with a disability served under the state vocational rehabilitation services program:

(1) Who has achieved an employment outcome in which the individual is compensated in accordance with section 14(c) of the Fair Labor Standards Act, 29 CFR 525; or

(2) Whose record of services is closed while the individual is in extended employment on the basis that the individual is unable to achieve an employment outcome or that the individual made an informed choice to remain in extended employment.
(b) For each individual with a disability who meets the criteria in Ed 1013.01(a), the designated state unit shall:

1. Annually review and reevaluate the status of each individual for 2 years after the individual's record of services is closed, and thereafter if requested by the individual or, if appropriate, the individual's representative, determine the interests, priorities, and needs of the individual with respect to competitive employment or training for competitive employment;

2. Enable the individual or, if appropriate, the individual's representative to provide input into the review and reevaluation and shall document that input in the record of services, consistent with Ed 1010.14(j), with the individual's or, as appropriate, the individual's representative's signed acknowledgment that the review and reevaluation have been conducted; and

3. Identify and provide vocational rehabilitation services, reasonable accommodations, and other necessary support services, to assist the individual in engaging in competitive employment.

Source. #8030, eff 1-22-04; ss by #10074, eff 1-19-12

PART Ed 1014 REQUIREMENTS FOR CLOSING THE RECORD OF SERVICES OF AN INDIVIDUAL WHO HAS ACHIEVED AN EMPLOYMENT OUTCOME

Ed 1014.01 Closing the Record of Services. The record of services of an individual who has achieved an employment outcome shall be closed only if all the requirements of Ed 1014.02 through Ed 1014.05 have been met.

Source. #8030, eff 1-22-04; ss by #10074, eff 1-19-12

Ed 1014.02 Employment Outcome Achieved. The individual shall have achieved the employment outcome that is described in the individual's individualized plan for employment in accordance with Ed 1010.13(a)(1) and that is consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

Source. #8030, eff 1-22-04; ss by #10074, eff 1-19-12

Ed 1014.03 Employment Outcome Maintained. The individual shall have maintained the employment outcome for not less than 90 days necessary to ensure the stability of the employment outcome, and that the individual no longer needs vocational rehabilitation services.

Source. #8030, eff 1-22-04; ss by #10074, eff 1-19-12

Ed 1014.04 Satisfactory Outcome. At the end of the 90 day period under Ed 1014.03, the individual and the rehabilitation counselor employed by the designated state unit shall have considered the employment outcome to be satisfactory, and shall have agreed that the individual is performing well in the employment.

Source. #8030, eff 1-22-04; ss by #10074, eff 1-19-12

Ed 1014.05 Post-Employment Services. The individual shall be informed through appropriate modes of communication of the availability of post-employment services.

Source. #8030, eff 1-22-04; ss by #10074, eff 1-19-12
PART Ed 1015 SUPPORTED EMPLOYMENT SERVICES PROGRAM

Ed 1015.01 Purpose. The purpose of Ed 1015 is to develop and implement a collaborative program with appropriate entities, consistent with state and federal law, to provide a program of supported employment services for individuals with the most significant disabilities who require supported employment services to enter or retain competitive employment.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1015.02 Definitions. Except where the context makes another meaning clear, the following words have the meaning indicated when used in Ed 1015:

(a) “Competitive employment” means “competitive employment” as defined in 34 CFR 363.6(c)(2)(i).
(b) “Extended services” means “extended services” as defined in 34 CFR 363.6(c)(iv).
(c) “Individual with a disability” means “individual with a disability” as defined in 34 CFR 369.4(b).
(d) “Integrated setting” means “integrated setting” as defined in 34 CFR 363.6(c)(2)(ii).
(e) “Nonprofit” means “nonprofit” as defined in 34 CFR 77.1(c).
(f) “On-going support services” means “on-going support services” as defined in 34 CFR 363.6(c)(3).
(g) “Supported employment” means “supported employment” as defined in 34 CFR 363.6(c)(1).
(h) “Supported employment services” means “supported employment services” as defined in 34 CFR 363.6(c)(2)(iii).
(i) “Transitional employment” means “transitional employment” as defined in 34 CFR 363.6(c)(v).

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1015.03 Eligibility for Services. In order to be considered for services under the state supported employment services program, an individual shall:

(a) Be eligible for vocational rehabilitation services in accordance with the provisions in Ed 1010.04 through Ed 1010.09;
(b) Be an individual with the most significant disabilities; and
(c) Have supported employment identified as the appropriate rehabilitation objective for the individual on the basis of a comprehensive assessment of rehabilitation needs, including an evaluation of rehabilitation, career, and job needs.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1015.04 Authorized Activities. Activities authorized by the state supported employment services program shall include the following:
(a) A particularized assessment that is needed to supplement the assessment for determining eligibility and vocational rehabilitation needs done under Ed 1010.04 through Ed 1010.09 and that is provided subsequent to the development of the IPE in accordance with 34 CFR 363.4(a);

(b) Development of and placement in jobs for individuals with the most significant disabilities; and

(c) Supported employment services that are needed to support individuals with the most significant disabilities in employment including but not be limited to the following:

1. Intensive on-the-job skills training and other training provided by skilled job trainers, co-workers, and other qualified individuals, and other services specified in the Act, 29 USC 701.103(a), in order to achieve and maintain job stability;

2. Follow-up services, including regular contact with employers, trainees with the most significant disabilities, parents, guardians or other representatives of trainees, and other suitable professional and informed advisors in order to reinforce and stabilize the job placement; and

3. Discrete post-employment services following transition that are unavailable from an extended services provider and that are necessary to maintain the job placement, such as job station redesign, repair and maintenance of assistive technology, and replacement of prosthetic and orthotic devices.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1015.05 Developing Collaborative Agreements.

(a) The designated state unit shall enter into one or more written cooperative agreements or memoranda of understanding with other state agencies, private nonprofit organizations, and other available funding sources to ensure collaboration in a plan to provide supported employment services and extended services to individuals with the most significant disabilities.

(b) A cooperative agreement or memorandum of understanding shall, at a minimum, specify the following:

1. The supported employment services to be provided by the designated state unit with funds received under a federal grant for the state supported employment services program;

2. The extended services to be provided by state agencies, private nonprofit organizations, or other sources following the cessation of supported employment services under Ed 1015;

3. The estimated funds to be expended by the participating party or parties in implementing the agreement or memorandum; and

4. The projected number of individuals with the most significant disabilities who will receive supported employment services and extended services under the agreement or memorandum.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1015.06 Information Collection and Reporting Requirements.
(a) The designated state unit shall collect and report information as required under the Act, 29 USC 701.13, for each individual with the most significant disabilities served under the supported employment services program.

(b) The designated state unit shall collect and report separately information for:

1) Supported employment clients served under the supported employment services program; and

2) Supported employment clients served under Ed 1010.15 and Ed 1010.16.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1015.07 Coordinating Services and Activities. The designated state unit shall coordinate the services provided to an individual under Ed 1015 and under Ed 1010.15 and Ed 1010.16 to ensure that the services are complementary and not duplicative.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1015.08 Transition of an Individual to Extended Services. The designated state unit shall provide for the transition of an individual with the most significant disabilities to extended services no later than 18 months after placement in supported employment, unless a longer period is established in the IPE, and only if the individual has made substantial progress toward meeting the hours-per-week work goal provided for in the IPE, the individual is stabilized in the job, and extended services are available and can be provided without a hiatus in services.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1015.09 Requirements for Successfully Rehabilitating an Individual in Supported Employment. An individual with the most significant disabilities who is receiving supported employment services shall be considered to be successfully rehabilitated if the individual maintains a supported employment placement for 90 days after making the transition to extended services.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1015.10 Client Assistance Program. The designated state unit shall advise applicants for or recipients of services under Ed 1015, or as appropriate, the parents, family members, guardians, advocates, or authorized representatives of those individuals, of the availability and purposes of the Client Assistance Program established in New Hampshire under the Act, 29 USC 701.112, including information on seeking assistance from that program.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

PART Ed 1016 GENERAL PROVISIONS FOR INDEPENDENT LIVING SERVICES PROGRAM AND CENTERS FOR INDEPENDENT LIVING PROGRAM

Ed 1016.01 Purpose. The purpose of the state independent living services program and the centers for independent living program is to promote a philosophy of independent living, including a philosophy of consumer control, peer support, self-help, self-determination, equal access, and individual and system advocacy, to maximize the leadership, empowerment, independence, and productivity of individuals with significant disabilities, and to promote and maximize the integration and full inclusion of individuals with significant disabilities into the mainstream of American society.
Ed 1016.02 Definitions. Except where the context makes another meaning clear, the following words have the meaning indicated when used in Ed 1016:

(a) “Administrative support services” means “administrative support services” as defined in 34 CFR 364.4(b).

(b) “Advocacy” means “advocacy” as defined in 34 CFR 364.4(b).

(c) “Applicant” means “applicant” as defined in 34 CFR 77.1(c).

(d) “Application” means “application” as defined in 34 CFR 77.1(c).

(e) “Attendant care” means “attendant care” as defined in 34 CFR 364.4(b).

(f) “Award” means “award” as defined in 34 CFR 74.2.

(g) “Center for independent living” (CIL) means “center for independent living” as defined in 34 CFR 364.4(b).

(h) “Centers for independent living program” means the centers for independent living program authorized by chapter 1 of title VII of the Act.

(i) “Consumer control” means “consumer control” as defined in 34 CFR 364.4(b).

(j) “Cross-disability” means “cross-disability” as defined in 34 CFR 364.4(b).

(k) “Department” means the U.S. Department of Education.

(l) “Decision making position” means “decision making position” as defined in 34 CFR 366.5.

(m) “Eligible agency” means “eligible agency” as defined in 34 CFR 364.4(b).

(n) “Fiscal year” means “fiscal year” as defined in 34 CFR 77.1(c).

(o) “Independent living core services” mean “independent living core services” as defined in 34 CFR 364.4(b).

(p) “Independent living services” (IL) mean “independent living services” as defined in 34 CFR 364.4(b).

(q) “Individual with a disability” means “individual with a disability” as defined in 34 CFR 364.4(b).

(r) “Individual with a significant disability” means “individual with a significant disability” as defined in 34 CFR 364.4(b).

(s) “Legally authorized advocate or representative” means “legally authorized advocate or representative” as defined in 34 CFR 364.4(b).
(l) “Minority group” means “minority group” as defined in 34 CFR 364.4(b).

(u) “Nonprofit” means “nonprofit” as defined in 34 CFR 77.1(c).

(v) “Nonresidential” means “nonresidential” as defined in 34 CFR 364.4(b).

(w) “Peer relationships” mean “peer relationships” as defined in 34 CFR 364.4(b).

(x) “Peer role models” means “peer role models” as defined in 34 CFR 364.4(b).

(y) “Personal assistance services” means “personal assistance services” as defined in 34 CFR 364.4(b).

(z) “Private” means “private” as defined in 34 CFR 77.1(c).

(aa) “Project” means “project” as defined in 34 CFR 77.1(c).

(ab) “Public” means “public” as defined in 34 CFR 77.1(c).

(ac) “Secretary” means the Secretary of the U.S. Department of Education.

(ad) “Service provider” means:

(1) A CIL that receives financial assistance under Parts B or C of Chapter 1 of Title VII of the section 711(c) and 29 U.S.C. 796(e); or

(2) Any other entity or individual that meets the requirements of 34 CFR 364.43(e) and provides IL services under a grant or contract from the designated state unit pursuant to 34 CFR 364.43(b).

(ae) “Significant disability” means “significant disability” as defined in 34 CFR 364.4(b).

(af) “Staff position” means “staff position” as defined in 34 CFR 366.5.

(ag) “State independent living services program” (SILS) means the state independent living services program authorized by chapter 1 of title VII of the Act.

(ah) “Statewide independent living council” (SILC) means the statewide independent living council established under 34 CFR 364.21.

(ai) “State plan” means “state plan” as defined in 34 CFR 364.4(b).

(aj) “Transportation” means “transportation” as defined in 34 CFR 364.4(b).

(ak) “Unserved and underserved groups or populations” means “unserved and underserved groups or populations” as defined in 34 CFR 364.4(b).

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1016.03 Requirements for Processing Referrals and Applications. The service provider shall apply the standards and procedures established by the designated state unit under Ed 1017.04 to handle referrals and applications for IL services from individuals with significant disabilities.
Ed 1016.04 Requirements for Determining Eligibility.

(a) Before or at the same time that an applicant for IL services may begin receiving IL services funded under Ed 1016, the service provider shall determine the applicant's eligibility and maintain documentation that the applicant has met the basic requirements specified in 34 CFR 364.40 relative to assuring that any individual with a significant disability is eligible to receive IL services.

(b) The documentation for eligibility shall be dated and signed by a staff member of the service provider.

Ed 1016.05 Requirements for Determining Ineligibility.

(a) If a determination is made that an applicant for IL services is not an individual with a significant disability, the service provider shall provide documentation of the ineligibility determination that is dated and signed by a staff member.

(b) The service provider shall determine an applicant to be ineligible for IL services only after full consultation with the applicant or, if the applicant chooses, the applicant's parent, guardian, or other legally authorized advocate or representative, or after providing a clear opportunity for this consultation.

(c) The service provider shall notify the applicant in writing of the action taken for the ineligibility determination and inform the applicant or, if the applicant chooses, the applicant's parent, guardian, or other legally authorized advocate or representative, of the applicant's rights and the means by which the applicant may appeal the action taken.

(d) The service provider shall provide a detailed explanation of the availability and purposes of the Client Assistance Program established in New Hampshire under the Act, 29 USC 701.112, including information on how to contact the program.

(e) If appropriate, the service provider shall refer the applicant to other agencies and facilities, including the designated state unit.

Ed 1016.06 Review of Ineligibility Determination.

(a) If an applicant for IL services has been found ineligible, the service provider shall review the applicant's ineligibility at least once within 12 months after the ineligibility determination has been made and whenever the service provider determines that the applicant's status has materially changed.

(b) The review shall not be conducted in situations where the applicant has refused the review, the applicant is no longer present in New Hampshire, or the applicant's whereabouts is unknown.

Ed 1016.07 Requirements for an Independent Living Plan.
(a) Unless the individual who is to be provided IL services under Ed 1016 signs a waiver in accordance with Ed 1016.07(b), the service provider, in collaboration with the individual with a significant disability, shall develop and periodically review an IL plan for the individual in accordance with the requirements in Ed 1016.08-Ed 1016.11.

(b) The requirements of Ed 1016.07 with respect to an IL plan shall not apply if the individual knowingly and voluntarily signs a waiver stating that an IL plan is unnecessary.

(c) Subject to Ed 1016.07(b), the service provider shall provide each IL service in accordance with the IL plan.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1016.08 Initiation and Development of an Independent Living Plan.

(a) Development of an individual's IL plan shall be initiated after documentation of eligibility under Ed 1016.04(a) and shall indicate the goals or objectives established, the services to be provided, and the anticipated duration of the service program and each component service.

(b) The IL plan shall be developed jointly and signed by a staff member of the service provider and the individual with a significant disability or, if the individual chooses, by the individual's guardian, parent, or other legally authorized advocate or representative.

(c) A copy of the IL plan, and any amendments, shall be provided in an accessible format to the individual with a significant disability that uses appropriate modes of communication consistent with the informed choice of the individual.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1016.09 Review.

(a) The IL plan shall be reviewed as often as necessary but at least on an annual basis to determine whether services should be continued, modified, or discontinued, or whether the individual should be referred to a program of vocational rehabilitation services under Ed 1010.15 and Ed 1010.16 or to any other program of assistance.

(b) Each individual with a significant disability or, if consistent with state law and the individual chooses, the individual's guardian, parent, or other legally authorized advocate or representative, shall be given an opportunity to review the IL plan and, if necessary, jointly redevelop and agree by signature to its terms.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1016.10 Coordination with Vocational Rehabilitation, Developmental Disabilities, and Special Education Programs. The development of the IL plan and the provision of IL services shall be coordinated to the maximum extent possible with any individualized:

(a) Written rehabilitation program for vocational rehabilitation services for that individual;

(b) Habilitation program for the individual prepared under the Developmental Disabilities Assistance and Bill of Rights Act, 42 USC 15001; and
(c) Education program for the individual prepared under part B of the Individuals with Disabilities Education Act, 34 CFR 300 and 303.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1016.11 Termination of Services. If the service provider intends to terminate services to an individual receiving IL services under an IL plan, the service provider shall follow the procedures in Ed 1016.05(c)-(e) and Ed 1016.06.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1016.12 Maintaining Records for the Individual.

(a) For each applicant for IL services other than information and referral and for each individual receiving IL services other than information and referral, the service provider shall maintain a service record that includes:

(1) Documentation concerning eligibility or ineligibility for services;

(2) The services requested by the applicant or individual;

(3) Either the IL plan developed with the applicant or individual or a waiver signed by the applicant or individual stating that an IL plan is unnecessary;

(4) The services actually provided to the applicant or individual; and

(5) The IL goals or objectives:

a. Established with the applicant or individual, whether or not in the applicant’s or individual’s IL plan; and

b. Achieved by the applicant or individual.

(b) A service record for an applicant and an individual shall be maintained either electronically or in written form, except that the IL plan and waiver shall be in writing.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1016.13 Durational Limitations on Independent Living Services. The service provider shall not impose any uniform durational limitations on the provision of IL services, except as otherwise provided by federal law or regulation.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1016.14 Standards for Service Providers. In providing IL services to individuals with significant disabilities, service providers shall comply with:

(a) The written standards for IL service providers established by the designated state unit pursuant to Ed 1017.05; and

(b) All applicable state or federal licensure or certification requirements.
Ed 1016.15 Use of Personal Information by Service Providers.

(a) All personal information in the possession of the service provider shall be used only for the purposes directly connected with the provision of IL services.

(b) Information containing identifiable personal information shall not be shared with advisory or other bodies that do not have official responsibility for the provision of IL services.

(c) In the provision of IL services or the administration of the IL program under which IL services are provided, the service provider shall only obtain personal information from other service providers and cooperating agencies under assurances that the information shall not be further divulged, except as provided under Ed 1016.16 and Ed 1016.17.

Ed 1016.16 Release of Personal Information to Recipients of Independent Living Services.

(a) Except as provided in Ed 1016.16(b) and (c), if requested in writing by a recipient of IL services, the service provider shall release all information in that individual's record of services to the individual or the individual's legally authorized representative.

(b) Medical, psychological, or other information that the service provider determines may be harmful to the individual shall not be released directly to the individual, but shall be provided through a qualified medical or psychological professional or the individual's legally authorized representative.

(c) If personal information has been obtained from another agency or organization, it shall be released only by, or under the conditions established by, the other agency or organization.

Ed 1016.17 Release of Personal Information for Audit, Evaluation, and Research.

(a) Personal information may be released to an organization, agency, or individual engaged in audit, evaluation, or research activities subject to the provisions of Ed 1016.17(b).

(b) Personal information shall be released only if the organization, agency, or individual assures that:

(1) The information will be used only for the purposes for which it is being provided;

(2) The information will be released only to persons officially connected with the audit, evaluation, or research;

(3) The information will not be released to the involved individual;

(4) The information will be managed in a manner to safeguard confidentiality; and

(5) The final product will not reveal any personally identifying information without the informed written consent of the involved individual or the individual's legally authorized representative.
Ed 1016.18 Release to Other Programs or Authorities.

(a) Upon receiving the informed written consent of the individual or, if appropriate, the individual's legally authorized representative, the service provider shall release personal information to another agency or organization for the latter's program purposes only to the extent that the information is released to the involved individual under Ed 1016.16 and only to the extent that the other agency or organization demonstrates that the information requested is necessary for the proper administration of its program.

(b) Medical or psychological information shall be released under Ed 1016.18(a) only if the other agency or organization assures the service provider that the information will be used only for the purpose for which it is being provided and will not be further released to the individual.

(c) The service provider shall release personal information if required by federal laws or regulations.

(d) The service provider shall release personal information in response to investigations in connection with law enforcement, fraud, or abuse, unless expressly prohibited by federal or state laws or regulations, and in response to judicial order.

(e) The service provider also shall release personal information to protect the individual or others if the individual poses a threat to his or her safety or to the safety of others.

Ed 1016.19 Review Procedures Available to Individuals.

(a) The review procedures in Ed 1004 shall be available to an individual to request and receive a timely review of any adverse decision made by the service provider concerning the individual's request for IL services or the provision of IL services to the individual.

(b) Each service provider shall inform each individual who seeks or is receiving IL services from the service provider about the review procedures required by Ed 1016.19(a). The information about the review procedures shall be in an accessible format that uses appropriate modes of communication consistent with the informed choice of the individual.

PART Ed 1017 STATE INDEPENDENT LIVING SERVICES AND CENTERS FOR INDEPENDENT LIVING

Ed 1017.01 Definitions. Except where the context makes another meaning clear, the following words have the meaning indicated when used in Ed 1017:

(a) “Administrative support services” means “administrative support services” as defined in 34 CFR 364.4(b).

(b) “Advocacy” means “advocacy” as defined in 34 CFR 364.4(b).

(c) “Applicant” means “applicant” as defined in 34 CFR 77.1(c).
(d) “Application” means “application” as defined in 34 CFR 77.1(c).

(e) “Attendant care” means “attendant care” as defined in 34 CFR 364.4(b).

(f) “Award” means “award” as defined in 34 CFR 74.2.

(g) “Center for independent living” (CIL) means “center for independent living” as defined in 34 CFR 364.4(b).

(h) “Centers for independent living program” means the centers for independent living program authorized by chapter 1 of title VII of the Act.

(i) “Consumer control” means “consumer control” as defined in 34 CFR 364.4(b).

(j) “Cross-disability” means “cross-disability” as defined in 34 CFR 364.4(b).

(k) “Department” means the U.S. Department of Education.

(l) “Decision making position” means “decision making position” as defined in 34 CFR 366.5.

(m) “Eligible agency” means “eligible agency” as defined in 34 CFR 364.4(b).

(n) “Fiscal year” means “fiscal year” as defined in 34 CFR 77.1(c).

(o) “Independent living core services” mean “independent living core services” as defined in 34 CFR 364.4(b).

(p) “Independent living services (IL)” mean “independent living services” as defined in 34 CFR 364.4(b).

(q) “Individual with a disability” means “individual with a disability” as defined in 34 CFR 364.4(b).

(r) “Individual with a significant disability” means “individual with a significant disability” as defined in 34 CFR 364.4(b).

(s) “Legally authorized advocate or representative” means “legally authorized advocate or representative” as defined in 34 CFR 364.4(b).

(t) “Minority group” means “minority group” as defined in 34 CFR 364.4(b).

(u) “Nonprofit” means “nonprofit” as defined in 34 CFR 77.1(c).

(v) “Nonresidential” means “nonresidential” as defined in 34 CFR 364.4(b).

(w) “Peer relationships” mean “peer relationships” as defined in 34 CFR 364.4(b).

(x) “Peer role models” means “peer role models” as defined in 34 CFR 364.4(b).

(y) “Personal assistance services” means “personal assistance services” as defined in 34 CFR 364.4(b).

(z) “Private” means “private” as defined in 34 CFR 77.1(c).
(aa) “Project” means “project” as defined in 34 CFR 77.1(c).

(ab) “Public” means “public” as defined in 34 CFR 77.1(c).

(ac) “Secretary” means the Secretary of the U.S. Department of Education.

(ad) “Service provider” means:

(1) A CIL that receives financial assistance under Parts B or C of Chapter 1 of Title VII of the Act, section 711(c) and 29 U.S.C. 796(e); or

(2) Any other entity or individual that meets the requirements of 34 CFR 364.43(e) and provides IL services under a grant or contract from the designated state unit pursuant to 34 CFR 364.43(b).

(ae) “Significant disability” means “significant disability” as defined in 34 CFR 364.4(b).

(af) “Staff position” means “staff position” as defined in 34 CFR 366.5.

(ag) “State independent living services program” (SILS) means the state independent living services program authorized by chapter 1 of title VII of the Act.

(ah) “Statewide independent living council” (SILC) means the statewide independent living council established under 34 CFR 364.21.

(ai) “State plan” means “state plan” as defined in 34 CFR 364.4(b).

(aj) “Transportation” means “transportation” as defined in 34 CFR 364.4(b).

(ak) “Unserved and underserved groups or populations” means “unserved and underserved groups or populations” as defined in 34 CFR 364.4(b).

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1017.02 Independent Living Core Services.

(a) The designated state unit shall provide directly, or through grants or contracts, the following IL core services:

(1) Information and referral services;

(2) IL skills training;

(3) Peer counseling, including cross-disability peer counseling; and

(4) Individual and systems advocacy.

(b) Funding for the core services provided under this section shall meet the requirements of 34 CFR 365.21.
(c) The provisions of 34 CFR 365.23 shall apply relative to making subgrants and contracts to provide IL services.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1017.03 Additional Independent Living Services. In addition to the IL core services provided under Ed 1017.02, the designated state unit shall also provide other IL services defined in 34 CFR 364.4(b). Funding for additional IL services shall meet the requirements of 34 CFR 365.22.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1017.04 Standards for Processing Referrals and Applications. The following standards and procedures shall be applied by service providers to handle referrals and applications for IL services from individuals with significant disabilities:

(a) An individual shall be eligible for IL services if the individual has a significant physical, mental, cognitive, or sensory impairment that limits the individual’s ability to function independently in the family or in the community.

(b) Referrals shall be accepted for IL services from individuals, community-based organizations, family members, and service providers.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1017.05 Standards for Service Providers.

(a) Service providers that are not CILs shall meet the following minimum standards for providing IL services:

(1) Be community based;
(2) Be nonprofit;
(3) Provide cross-disability services and programs;
(4) Be consumer controlled so that a majority of the members of the governing body are individuals with disabilities; and
(5) Promote and practice a philosophy of independent living.

(b) CILs under a contract with the designated state unit shall meet the following minimum standards and provide the following specialized IL services to individuals with significant disabilities:

(1) Accessible van transportation;
(2) A transportation reimbursement program;
(3) Adaptive equipment and home access;
(4) Youth services; and
(5) Outreach to populations of individuals with significant disabilities.

(c) Participating service providers shall provide the designated state unit with the information necessary to show that they meet all applicable state licensure or certification requirements in order to be eligible to enter into grants or contracts with the designated state unit.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1017.06 Awarding Grants to Centers for Independent Living.

(a) The director of the designated state unit shall award grants under the Act, section 723, 29 USC 796f-1(a)(2) and Ed 1017.07-08 to CILs located within New Hampshire or in a bordering state in a fiscal year if:

(1) The director submits to the Secretary and obtains approval of an application to award grants for that fiscal year under the Act, section 722, 29 USC 796f-1(a) and 34 CFR 366.32 (a) and (b); and

(2) The Secretary determines that the amount of state funds that were earmarked by New Hampshire to support the general operation of CILs meeting the requirements of part C of chapter 1 of title VII of the Act in the second fiscal year preceding the fiscal year for which the application is submitted equaled or exceeded the amount of federal funds allotted to New Hampshire under the Act, 29 USC 701.721, or part B of title VII of the Act as in effect on October 28, 1992 for that preceding fiscal year.

(b) For the purposes of Ed 1017.06-Ed 1017.15, the second fiscal year preceding the fiscal year for which New Hampshire submits an application to administer the CIL program shall be considered the preceding fiscal year."

(c) For the purposes of Ed 1017.06-Ed 1017.15, earmarked funds are those funds described in 34 CFR 366.30 and 31.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1017.07 Order of Priorities for Allocating Funds Among Centers for Independent Living.

(a) The director of the designated state unit shall follow the order of priorities in 34 CFR 366.22 for allocating funds among CILs within New Hampshire, to the extent funds are available.

(b) If the order of priorities in 34 CFR 366.22 is followed and, after meeting the priorities in 34 CFR 366.22(a)(1) and (2), there are insufficient funds under New Hampshire’s allotment under the Act, 29 USC 701.721(c) and (d), to fund a new CIL under 34 CFR 366.22(a)(3), the director shall:

(1) Use the excess funds in New Hampshire to assist existing CILs consistent with the state plan; or

(2) Return these funds to the Secretary for reallocation in accordance with the Act, 29 USC 701.721(d).

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1017.08 Procedures for Making a Grant for a New Center for Independent Living.

(a) In selecting from among applicants for a grant for a new CIL under 34 CFR 366.24, the director of the designated state unit and the chairperson of the SILC, or other individual designated by the SILC to act on
behalf of and at the direction of the SILC, shall jointly appoint a peer review committee that shall rank applications in accordance with the standards and assurances in section 725(b) and (c) of the Act, 29 USC 701.725(b) and (c), and 34 CFR 366.50 and 34 CFR 366.60-63.

(b) The peer review committee shall consider the ability of each applicant to operate a CIL and shall recommend an applicant to receive a grant for a new CIL based on either the selection criteria in 34 CFR 366.27 or the following:

1. Evidence of the need for a CIL, consistent with the state plan;
2. Any past performance of the applicant in providing services comparable to IL services;
3. The plan for complying with, or demonstrated success in complying with, the standards and the assurances in the Act, 29 USC 701.725(b) and (c), and 34 CFR 366.50 and 34 CFR 366.60-63;
4. The quality of key personnel of the applicant and the involvement of individuals with significant disabilities by the applicant;
5. The budget and cost-effectiveness of the applicant;
6. The evaluation plan of the applicant; and
7. The ability of the applicant to carry out the plans identified in Ed 1017.05(b)(3) and (6).

(c) The director of the designated state unit shall award the grant on the basis of the recommendations of the peer review committee if the actions of the committee are consistent with federal and state law.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1017.09 Procedures for Review of Centers for Independent Living.

(a) The director of the designated state unit shall, in accordance with the Act, 29 USC 701.723(g)(1) and (h), review each CIL receiving funds under 29 USC 723 to determine whether the CIL is in compliance with the standards and assurances in the Act, 29 USC 701.725(b) and (c), and 34 CFR 366.50 and 34 CFR 366.60-63.

(b) The reviews of CILs shall include annual on-site compliance reviews of at least 15 percent of the CILs assisted under the Act, 29 USC 701.723, in each year.

(c) Each team that conducts an on-site compliance review of a CIL shall include at least one person who is not an employee of the designated state unit, who has experience in the operation of CILs, and who is jointly selected by the director of the designated state unit and the chairperson of the SILC, or other individual designated by the SILC to act on behalf of and at the direction of the SILC.

(d) A copy of each review shall be provided to the Secretary and the SILC.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1017.10 Initiation of Enforcement Procedures by Director.
(a) If the director of the designated state unit determines that any CIL receiving funds under 34 CFR 366 is not in compliance with the standards and assurances in the Act, 29 USC 701.725(b) and (c) and 34 CFR 366.50 and 34 CFR 366.60-63, the director shall immediately provide the CIL by certified mail, return receipt requested, with an initial written notice that the CIL is out of compliance with the standards and assurances and that the director shall terminate the CIL’s funds or take other proposed significant adverse action against the CIL 90 days after the CIL’s receipt of this initial written notice. The director of the designated state unit shall provide technical assistance to the CIL to develop a corrective action plan to comply with the standards and assurances.

(b) Unless the CIL submits, within 90 days after receiving the notification required by Ed 1017.10(a), a corrective action plan to achieve compliance that is approved by the director of the designated state unit or, if appealed, by the Secretary, the director shall terminate all funds under the Act, 29 USC 796f-4, to a CIL 90 days after the later of:

1. The date that the CIL receives the initial written notice required by Ed 1017.10(a); or
2. The date that the CIL receives the Secretary's final decision issued pursuant to 34 CFR 366.46(c) if:
   a. The CIL files a formal written appeal of the director's final written decision pursuant to Ed 1017.10(a); or
   b. The CIL files a formal written appeal of the decision described in the director's initial written notice pursuant to Ed 1017.14(b).

(c) Other proposed significant adverse action that may be taken includes:
   1. Excluding the CIL from the development of the state plan for independent living; and
   2. Having the SILC prohibit the CIL from participating in SILC activities.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1017.11 Information to be Included in Initial Written Notice from Director

(a) The initial written notice required by Ed 1017.10(a) shall include, at a minimum, the following:

1. The name of the CIL;
2. The reason or reasons for proposing the termination of funds or other significant adverse action against the CIL, including any evidence that the CIL has failed to comply with any of the evaluation standards or assurances in the Act, 29 USC 701.725(b) and (c), and 34 CFR 366.50 and 34 CFR 366.60-63; and
3. The effective date of the proposed termination of funds or other significant adverse action against the CIL.

(b) The initial written notice required by Ed 1017.10(a) shall be given 90 days in advance of the date the director of the designated state unit intends to terminate a CIL’s funds or take any other significant adverse action against the CIL.
(c) The initial written notice required by Ed 1017.10(a) shall inform the CIL that it has 90 days from the date the CIL receives the notice to submit a corrective action plan.

(d) The initial written notice required by Ed 1017.10(a) shall inform the CIL that it may seek alternative dispute resolution under Ed 200 in accordance with a corrective action plan under Ed 1017.10(a) to resolve any dispute with the director of the designated state unit within the 90 days before the proposed termination of funds or other significant adverse action against the CIL.

(e) The initial written notice required by Ed 1017.10(a) shall inform the CIL that, if alternative dispute resolution is not successful and the director of the designated state unit does not issue a final written decision pursuant to Ed 1017.12, the CIL may appeal to the Secretary the decision described in the director's initial written notice on or after the 90th day, but not later than the 120th day, after the CIL receives the director's initial notice.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1017.12 Issuing A Final Written Decision.

(a) If the CIL submits a corrective action plan in accordance with Ed 1017.10(b), the director of the designated state unit shall provide to the CIL, not later than the 120th day after the CIL receives the director's initial written notice, a final written decision approving or disapproving the CIL’s corrective action plan and informing the CIL, if appropriate, of the termination of the CIL’s funds or any other proposed significant adverse action against the CIL.

(b) The director of the designated state unit shall send the final written decision to the CIL by registered or certified mail, return receipt requested.

(c) The director of the division’s final written decision to terminate funds or take any other adverse action against a CIL shall not take effect until 30 days after the date that the CIL receives the final written decision.

(d) If a CIL appeals the final written decision pursuant to Ed 1017.14, the director of the designated state unit’s final written decision to terminate funds or take any other adverse action against a CIL shall not take effect until the Secretary issues a final decision.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1017.13 Information Included in Final Written Decision. The director of the designated state unit’s final written decision to disapprove a CIL’s corrective action plan required by Ed 1017.12 shall:

(a) Address any response from the CIL to the director's initial written notice to terminate funds or take other significant adverse action against the CIL;

(b) Include a statement of the reasons why the director could not approve the corrective action plan; and

(c) Inform the CIL of its right to appeal to the Secretary the director's final written decision to terminate funds or take any other significant adverse action against the CIL.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1017.14 Appealing a Decision.
(a) To obtain the Secretary's review of the director of the designated state unit’s final written decision to disapprove a CIL's corrective action plan submitted pursuant to Ed 1017.10(b), the CIL shall file, within 30 days from receipt of the director's final written decision, a formal written appeal with the Secretary giving the reasons why the CIL believes that the director should have approved the CIL's corrective action plan.

(b) To obtain the Secretary's review of a decision described in the director of the designated state unit’s initial written notice, a CIL that does not submit a corrective action plan to the director shall file, in accordance with Ed 1017.14(c)(1)(a), a formal written appeal with the Secretary giving the reasons why the CIL believes that the director should have found the CIL in compliance with the standards and assurances in the Act, 29 USC 701.725(b) and (c), and 34 CFR 366.50 and 34 CFR 366.60-63.

(c) To appeal to the Secretary a decision described in the director of the designated state unit’s initial written notice or the director's final written decision to disapprove a CIL's corrective action plan and to terminate or take other significant adverse action, a CIL shall file with the Secretary:

(1) A formal written appeal:

a. On or after the 90th day but not later than the 120th day following a CIL’s receipt of a director's initial written notice; or

b. On or before the 30th day after a CIL's receipt of the director's final written decision to disapprove a CIL's corrective action plan and to terminate or take other significant adverse action;

(2) A copy of the corrective action plan, if any, submitted to the director; and

(3) One copy each of any other written submissions sent to the director in response to the director's initial written notice to terminate funds or take other significant adverse action against the CIL.

(d) The date of filing a formal written appeal to the Secretary under Ed 1017.14(c) shall be determined pursuant to the requirements of 34 CFR 81.12.

(e) If the CIL files a formal written appeal with the Secretary, the CIL shall send a separate copy of this appeal to the director of the designated state unit by registered or certified mail, return receipt requested.

(f) The CIL's formal written appeal to the Secretary shall state why:

(1) The director of the designated state unit has not met the burden of showing that the CIL is not in compliance with the standards and assurances in the Act, 29 USC 701.725(b) and (c), and in 34 CFR 366.50 and 34 CFR 366.60-63;

(2) The corrective action plan, if any, should have been approved; or

(3) The director of the designated state unit has not met the procedural requirements of Ed 1017.10-Ed 1017.15.

(g) As part of its submissions under this section, the CIL may request an informal meeting with the Secretary at which representatives of both parties shall have an opportunity to present their views on the issues raised in the appeal, in accordance with 34 CFR 366.46.
(h) The director of the designated state unit’s decision to terminate funds that is described in an initial written notice or final written decision shall be stayed as of the date determined pursuant to Ed 1017.14(d) that the CIL files a formal written appeal with the Secretary.

Source.  #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1017.15 Action by Director upon Receipt of Center for Independent Living’s Formal Written Appeal to the Secretary.

(a) If the CIL files a formal written appeal in accordance with Ed 1017.14(c), the director of the designated state unit shall, within 15 days of receipt of the CIL’s appeal, submit to the Secretary one copy each of the following:

(1) The director's initial written notice sent to the CIL to terminate funds or take any other significant adverse action against the CIL;

(2) The director's final written decision, if any, to disapprove the CIL's corrective action plan and to terminate the CIL's funds or take any other significant adverse action against the CIL;

(3) Any other written documentation or submissions the director wishes the Secretary to consider; and

(4) Any other information requested by the Secretary.

(b) As part of its submissions under Ed 1017.15(a), the director of the designated state unit may request an informal meeting with the Secretary at which representatives of both parties shall have an opportunity to present their views on the issues raised in the appeal, in accordance with 34 CFR 366.46.

Source.  #8265, eff 1-22-05; ss by #10074, eff 1-19-12

PART Ed 1018 INDEPENDENT LIVING SERVICES FOR OLDER INDIVIDUALS WHO ARE BLIND

Ed 1018.01 Purpose. The purpose of the independent living services for older individuals who are blind program is to support projects that:

(a) Provide any of the IL services to older individuals who are blind that are described in 34 CFR 367.3(b);

(b) Conduct activities that will improve or expand services for older individuals who are blind; and

(c) Conduct activities to help improve public understanding of the problems of older individuals who are blind.

Source.  #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1018.02 Definitions. Except where the context makes another meaning clear, the following words have the meaning indicated when used in Ed 1018:

(a) “Independent living services for older individuals who are blind” means “independent living services for older individuals who are blind” as defined in 34 CFR 367.5.
(b) “Older individual who is blind” means “older individual who is blind” as defined in 34 CFR 367.5.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1018.03 Services for Older Individuals Who Are Blind. For the purposes of Ed 1018.01(a), IL services for older individuals who are blind shall include:

(a) Services to help correct blindness that include:

(1) Outreach services;

(2) Visual screening;

(3) Surgical or therapeutic treatment to prevent, correct, or modify disabling eye conditions; and

(4) Hospitalization related to these services;

(b) The provision of eyeglasses and other visual aids;

(c) The provision of services and equipment to assist an older individual who is blind to become more mobile and more self-sufficient;

(d) Mobility training, Braille instruction, and other services and equipment to help an older individual who is blind adjust to blindness;

(e) Guide services, reader services, and transportation;

(f) Any other appropriate service designed to assist an older individual who is blind in coping with daily living activities, including supportive services and rehabilitation teaching services;

(g) IL skills training, information and referral services, peer counseling, and individual advocacy training; and

(h) Other IL services as defined in the Act, 29 USC 707(30), and as listed in 34 CFR 365.22.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1018.04 Administering the Program.

(a) The designated state unit shall administer the program in Ed 1018 in order to carry out the purposes listed in Ed 1018.01 either directly or through:

(1) Grants to public or private nonprofit agencies or organizations; or

(2) Contracts with individuals, entities, or organizations that are not public or private nonprofit agencies or organizations.

(b) Notwithstanding Ed 1018.04(a), the designated state unit may enter into assistance contracts with public or private nonprofit agencies or organizations by following the requirements in 34 CFR 366.32(e).
(c) Notwithstanding Ed 1018.04(a), the designated state unit shall not enter into procurement contracts with public or private nonprofit agencies or organizations, as provided in 34 CFR 366.32(f).

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12

PART Ed 1019 NEWHAMPISHIRE BUSINESS ENTERPRISE PROGRAM

Ed 1019.01 Purpose. The purpose of the New Hampshire Business Enterprise Program (BEP) is to support self-employment for individuals who are legally blind through career opportunities in cafeteria, snack bar, and vending services. The New Hampshire department of Education, through the BEP of the office of services for blind and visually impaired,(SBVI) is the state licensing agency (SLA) for legally blind individuals who operate food and vending service facilities on federal, state, and other properties.

Source. #7466, eff 3-23-01; ss by #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1019.02 Definitions.

(a) “Individual who is legally blind” means “blind person” as defined in 34 CFR 395.1(c).

(b) “License” means “license” as defined in 34 CFR 395.1(i).

(c) “Net proceeds” means “net proceeds” as defined in 34 CFR 395.1(k).

(d) “Operator” means an individual who is legally blind who is licensed to operate a vending facility on federal or other property.

(e) “Other property” means “other property” as defined in 34 CFR 395.1(n).

(f) “Program” means the New Hampshire business enterprise program in the Designated State Agency, the Designated State Unit.

(g) “Secretary” means the United States Secretary of Education.

(h) Services for Blind and Visually Impaired” means “Blind Services” as defined in 186-B:10-II.

(i) “State Committee of Licensed Operators” or “Committee” means “Committee of Licensed Operators” as described in 34 CFR 395.14 (a).

(j) “Vending facility” means “vending facility” as defined in 34 CFR 395.1(x).

(k) “Vending machine” means “vending machine” as defined in 34 CFR 395.1(y).

(l) “Vending machine income” means “vending machine income” as defined in 34 CFR 395.1(z).

(m) “VendingRoute” means a combination of vending locations which as a whole are treated administratively for bidding, reporting and other purposes as a single location.

Source. #7466, eff 3-23-01; ss by #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1019.03 Issuance of Vending Facility Licenses.
(a) SBVI shall license qualified candidates to operate vending facilities on federal, state, and other property in accordance with Ed 1019.04.

(b) Licenses shall be issued only to qualified individuals who are legally blind and on the roster.

Source. #7466, eff 3-23-01; ss by #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1019.04 Licensing Procedure.

(a) The licensing procedure shall be as follows:

(1) SBVI shall maintain a roster of blind persons who are eligible and who desire to qualify as vending facility operators;

(2) Preference shall be given to qualified candidates who:

a. Are in need of employment;

b. Are residents of the state of New Hampshire; and

c. Have the experience and training for the location on which they are bidding; and

(3) In selecting a candidate who is deemed appropriate to enter the BEP training program, SBVI shall focus on the candidates' individual skills, abilities, and personal qualifications especially suited to the operation of a vending facility as determined by materials submitted by the individual and/or VR counselor if applicable, including but not limited to evaluation reports, educational background, work experience, and resumes. The candidate shall also meet with the committee chair and administrator of SBVI during the initial interview phase of the acceptance process.

(b) Candidates, who have been accepted and have satisfactorily completed the training program in Ed 1019.15, shall be placed on a roster.

(c) When a location becomes available for bid, an individual on the roster may bid along with the licensed operators.

(d) There shall be a probationary period not to exceed 6 months for candidates taken from the roster when awarded a first location.

(e) At the end of the probationary period a candidate who is acceptable to SBVI and wishes to remain in the program shall be issued a license based on the following criteria:

(1) The candidate receives satisfactory evaluation reports as acknowledged by SBVI, and these reports have been reviewed with the VR counselor if applicable and the committee chair; and

(2) The evaluation reports attest that the candidate effectively demonstrates the ability to:

a. Provide good customer service;

b. Maintain proper food service sanitation standards;

c. Understand the principles of:
1. Product inventory control;

2. Daily cash control;

3. Banking procedures;

4. Proper licensing procedures; and

5. Submission of city, state and federal taxes; and

d. Maintain the required monthly profit and loss reports.

(f) A candidate whose performance is not acceptable to SBVI shall not be licensed by SBVI and shall be removed from the program when the candidate fails to meet the criteria listed in Ed 1019.07(b) during the training or the probationary periods.

(g) Licenses shall be issued to the operator by SBVI for an indefinite period. Licenses shall be subject to termination as provided in Ed 1019.05.

(h) SBVI shall select operators for vending facilities. Generally one operator will be selected, however, 2 operators may bid jointly on a location. Two co-operators may be selected by SBVI when a facility has sufficient earning power to adequately support more than one operator. Such selection shall be approved by a majority vote of the licensed operators in the state. Preference for a bid shall be towards a single operator unless it is deemed the location will be more adequately serviced by joint operators or an operator and assistant.

(i) Operators selected shall be compatible and mutually acceptable to each other, with compensation determined on a profit-sharing basis agreeable to the operators concerned and SBVI.

(j) Candidates, who have satisfactorily completed the probationary period and who have completed the training program in Ed 1019.15, shall be issued a license.

(k) The administrative appeal of any licensing decision made under this section shall be pursuant to Ed 1019.18 (a),(2).

Source. #7466, eff 3-23-01; ss by #8265, eff 1-22-05; ss by #10074, eff 1-19-12

Ed 1019.05 Partnerships.

(a) An operator may enter into a partnership with a private vendor only when the following criteria are met:

(1) The operator initiating a partnership shall have made a qualified bid on the location in response to a bid notification by SBVI; and

(2) The operator shall demonstrate his or her active role in the partnership as the person responsible for all reports and accountabilities under applicable federal and state laws and regulations.

(b) If no other qualified single or joint operator bid has been submitted, the development of a partnership agreement with another entity by the single bidder shall be considered for approval by SBVI.
Ed 1019.06 Vending Routes.

(a) Individual vending routes may be established when deemed appropriate by SBVI, only when accepted by the state committee of licensed operators by a simple majority vote.

(b) A proposal for the establishment of a vending route may be brought to SBVI and/or the committee by individual operators or other interested parties.

(c) Once a vending route has been established it shall remain an intact route. In the event that the operator no longer wishes to, or cannot, serve one or more of the locations on the established vending route the vending route as a whole shall go out to bid as a single vending location. To alter the composition of a vending route requires the submission of a new proposal consistent with this section.

Ed 1019.07 Termination of Licenses.

(a) Written notice shall be given to any operator whose license is to be terminated or who is in jeopardy of losing the license, including a statement of the reason. Such notice shall also inform the operator of the operator’s right to request an administrative review, an evidentiary hearing, and arbitration under Ed 1019.15.

(b) A license issued to an operator shall be terminated after affording the operator an opportunity for an administrative review, an evidentiary hearing, and arbitration under Ed 1019.15, when one or more of the following conditions apply:

1. When vision is improved so that the operator no longer meets the definition of an individual who is legally blind;

2. When there is extended illness with medically documented diagnosis of prolonged incapacity of the operator to operate the vending facility in a manner consistent with the needs of the location or other available locations in the vending facility program;

3. When SBVI finds that a vending facility is not being operated in accordance with the Ed 1019;

4. When the operator does not comply with the terms and conditions contained in the licensing agreement between the operator and SBVI;

5. When the operator does not comply with terms and conditions of the vending facility's contract SBVI and the manager of the property on which the vending facility is located; and

6. When the operator withdraws from the program.

Source. #7466, eff 3-23-01; ss by #8265, eff 1-22-05; ss by #10074, eff 1-19-12 (from Ed 1019.05)

Ed 1019.08 Vending Facility Equipment and Initial Stock. The following procedures shall apply to vending facility equipment and initial stocks of merchandise:
(a) SBVI shall furnish each vending facility with adequate, suitable equipment and initial stocks of merchandise sufficient for the establishment and operation of the facility for an initial 2 week period. If the operator obtaining the agreement to operate the location is on the roster or in a probationary period per Ed 1019.04 he or she shall not be eligible to obtain additional locations or inventory until a license has been obtained.

(b) If a licensed operator is provided with initial inventory for a new location it shall be sufficient to operate the location for no more than a 2 week period. The funds used shall be as an interest free loan from the set aside account. SBVI shall establish a monthly payment plan to begin 3 months after the operator has begun providing full service at the location.

(c) The right, title to and interest in the equipment of each vending facility used in the program and in the initial stocks of merchandise shall be vested in accordance with the laws of the state in either the name of SBVI or the operator.

Source. #7466, eff 3-23-01; ss by #8265, eff 1-22-05; ss by #10074, eff 1-19-12 (from Ed 1019.06)

Ed 1019.09 Maintenance and Replacement of Equipment. The following procedures shall apply to the maintenance and replacement of equipment:

(a) Except as provided in Ed 1019.07(b), (c), and (d), SBVI shall not be responsible for repair and maintenance of equipment after such equipment is furnished to the vending facilities;

(b) SBVI shall be responsible for repair and maintenance of equipment for the first 4 months after such equipment is furnished to the vending facilities when:

1. A new operator begins operating a vending facility;
2. An operator transfers to a different vending facility; or
3. An operator adds a new vending facility;

(c) The operators shall bear the responsibility for repair and maintenance of equipment in their respective facilities after the time limits in Ed 1019.07(b) expire;

(d) SBVI shall review repairs and maintenance that exceed $500.

(e) The final decision shall be based upon funds available and the following criteria:

1. If it is deemed to be more cost effective to repair, SBVI shall do so; or
2. If it is more efficient to replace the unit, SBVI shall cover the full expense of the replacement;

(f) SBVI shall repair and maintain or cause to be repaired and maintained any equipment in need of repair and maintenance in order to keep the facility operable and in an attractive condition, after reasonable notice if the operator fails to do so under Ed 1019.09(d)(1);

(g) The operators shall be assessed the amounts needed to repair and maintain equipment when SBVI has undertaken the responsibility in (d)(2) above; and
(h) SBVI shall replace equipment that it determines to be worn out or obsolete. If the licensed operator feels that equipment should be replaced, the operator shall make a request to this effect. SBVI shall fulfill requests based on priority and urgency of all requests.

Source. #7466, eff 3-23-01; ss by #8265, eff 1-22-05; ss by #10074, eff 1-19-12 (from Ed 1019.07)

Ed 1019.10 Operator Ownership of Vending Facilities

(a) If the operator desires to purchase part of the operator’s own equipment and retain title thereto, the operator shall be responsible for repair and maintenance of such equipment to assure that the vending facility shall be kept operational and in an attractive condition.

(b) If the operator-owner ceases to be an operator or transfers to another vending facility site, ownership of the equipment shall become vested in SBVI and transferred to a successor operator subject to an obligation on SBVI’s part to pay to such operator-owner or the operator’s estate the fair value of the operator-owned equipment.

(c) The operator-owner, operator’s personal representative or next of kin shall be entitled to an opportunity for an administrative review and an evidentiary hearing under Ed 1019.15 with respect to the determination of the amount to be paid by SBVI for an operator's ownership in the equipment. When the operator-owner is dissatisfied with any decision rendered as a result of the evidentiary hearing, the operator-owner may file a complaint with the Secretary under 34 CFR 395.13 to request the convening of an ad hoc arbitration panel.

(d) If an operator desires to retain title to vending facility equipment which the operator has purchased SBVI shall enter into a written agreement with such operator-owner delineating conditions of ownership.

(e) No person shall be denied the opportunity to become an operator because of their unwillingness or inability to purchase the vending facility equipment or the initial stock.

Source. #7466, eff 3-23-01; ss by #8265, eff 1-22-05; ss by #10074, eff 1-19-12 (from Ed 1019.08)

Ed 1019.11 Setting Aside of Funds

(a) SBVI shall set aside funds from the net proceeds of the operation of vending facilities and vending machine income to the extent necessary for the following purposes:

(1) Maintenance and replacement of equipment;

(2) Purchase of new equipment;

(3) Management services such as but not limited to:

a. Ongoing training;

b. Upward mobility training;

c. Food service related education;

d. Liability insurance; and
e. Annual dues in vending and food service organization; and

(4) Retirement and pension funds, health insurance contributions, paid sick leave and vacation time if it is determined by a majority vote of the operators licensed by SBVI to contribute and use funds set aside for these purposes after SBVI provides each operator information on all matters relevant to such funds.

(b) The charge for each purpose listed in Ed 1019.11(a) shall be determined by SBVI with the active participation of the state committee of licensed operators and shall be designed to prevent, so far as is practicable, a greater charge than is reasonably required. SBVI shall maintain adequate records to support the reasonableness of the charges, including any reserves necessary to assure that these purposes can be achieved on a consistent basis.

(c) The amount of funds set aside Ed 1019.11(a) shall:

(1) Be assessed monthly; and

(2) Be a percentage of net proceeds of the monthly profit and loss statement provided that:

a. The operator has net proceeds before set aside of over $1,700 for that month; and

b. Either:

1. The set aside charge does not reduce the net proceeds below $1,700; or

2. In order to assure a fair minimum return to operators, any set aside assessment which lowers an operator’s net proceeds below $1,700 for that month shall be reduced by the amount required to raise the net proceeds to $1,700.

(d) The percentage in Ed 1019.11(c) shall be 10% of net proceeds assessed in Ed 1019.11(a) and shall be reviewed every 2 years by SBVI with the active participation of the committee of licensed operators. The new percentage shall be set utilizing the running average balance of the set aside account over the previous 2-year period, the Consumer Price Index and projected needs.

Source. #7466, eff 3-23-01; ss by #8265, eff 1-22-05; ss by #10074, eff 1-19-12 (from Ed 1019.09)

Ed 1019.12 Distribution and Use of Income from Vending Machines on Federal Property.

(a) Vending machine income from vending machines on federal property which has been disbursed to SBVI by a property managing department, agency or instrumentality of the United States under 34 CFR 395.32 shall:

(1) Accrue to each operator operating a vending facility on such federal property in New Hampshire in an amount not to exceed the average net income of the total number of operators within the state, as determined each fiscal year on the basis of each prior year's operation; and

(2) Not accrue to any operator in any amount exceeding the average net income of the total number of operators in the United States.

(b) No operator shall receive less vending machine income than an operator was receiving during the calendar year prior to January 1, 1974, as a direct result of any limitation imposed on such income under Ed 1019.12 as provided in 34 CFR 395.8(a).
(c) No limitation shall be imposed on income from vending machines, combined to create a vending facility, when the facility is maintained, serviced, or operated by an operator.

(d) Vending machine income disbursed by a property managing department, agency or instrumentality of the United States to SBVI in excess of the amounts eligible to accrue to operators in accordance with Ed 1019.12 shall be retained by SBVI.

(e) SBVI shall disburse vending machine income to operators within the state on at least a quarterly basis.

(f) Vending machine income which is retained by SBVI under Ed 1019.12 shall be used for:

1. The establishment and maintenance of retirement or pension plans;
2. Health insurance contributions; and
3. The provision of paid sick leave and vacation time for operators, if it is so determined by a majority vote of operators licensed by SBVI, after SBVI has provided to each operator information on all matters relevant to such purposes.

(g) Any vending machine income not necessary for the purposes in Ed 1019.12(f) shall be used by SBVI for maintenance and replacement of equipment, purchase of new equipment, management services, and assuring a fair minimum return to operators.

Source. #7466, eff 3-23-01; ss by #8265, eff 1-22-05; ss by #10074, eff 1-19-12 (from Ed 1019.12)

Ed 1019.13 Operating Agreement Between SBVI and Operator. To obtain a license to operate one or more vending locations, the operator shall agree to the rules in Ed 1019 as well as the terms and conditions under which the license is issued in accordance with the following:

(a) The terms and conditions shall take the form of an agreement between the operator and SBVI stating what responsibilities the operator has and what responsibilities SBVI has.

(b) The agreement shall include:

1. The operator’s name;
2. The vending facility name and location;
3. The hours of operation for the vending facility;
4. The articles to be sold at the vending facility;
5. The insurance requirements for the vending facility;
6. The financial records that must be kept by the operator; and
7. The rights and obligations of the operator and SBVI relative to assignments, subcontracts, and default.

(c) The agreement shall contain but not be limited to the following items adapted to the individual conditions applying to the specific location:
(1) The duties of the operator and the performance of such duties in accordance with standards prescribed by:

a. SBVI and developed with the active participation of the state committee of operators;

b. Applicable health laws and regulations;

c. Terms of the permit granted by, or the contract entered into with, the federal or other agency or organization in control of the site of the vending facility; and

d. Security clearance requirements for the vending facility such as the process to obtain access cards. This may include background checks and security clearance applications for the operator and their employees or partners. If a licensed operator cannot receive clearance for a particular location, the location be released from the operator and put out to bid;

(2) The responsibilities of SBVI to provide management services to the operator including assistance and supervision, and the ways in which such responsibilities shall be carried out;

(3) A statement that operator shall receive the net proceeds from the vending facility that the operator operates;

(4) The responsibility of the operator to furnish:

a. A monthly profit and loss statement that includes payment for assessed set asides no later than the last day of the month following the close of the previous month’s accounting period;

b. One copy each of business liability insurance and workers compensation insurance; and

c. One copy of automobile collision and liability insurance in the case of operators with vending delivery vehicles;

(5) The right of the operator to terminate the operating agreement at any time;

(6) The termination of the operating agreement upon termination of the permit or contract; and

(7) The termination or revocation of the operating agreement upon the failure of the operator to operate the vending facility in accordance with the operating agreement or applicable federal, state, or local laws or regulations.

d) The operator and the administrator of SBVI shall both sign the agreement.

Source.  #7466, eff 3-23-01; ss by #8265, eff 1-22-05 (from Ed 1019.11)

Ed 1019.14 Transfer and Promotion of Operators. The following procedures shall apply to transfer and promotion of operators:

(a) A selection committee shall be convened by the administrator of SBVI when new opportunities become available for promotion or transfer. The selections committee shall include a representative of the state committee of licensed operators assigned by the chair or co-chairs, the BEP coordinator, the program assistant coordinator, and a counselor from the designated state agency’s office of SBVI. The
duties of the committee shall be to oversee and manage the provisions of Ed 1019.14(b)-(f) relative to the transfer and promotion of operators.

(b) Each operator shall be given every possible opportunity by way of the bidding process for promotion to facilities of greater earning capacity or more convenient location or both, as the knowledge skills and abilities of the individual are developed.

(c) When experience has proven that an operator is assigned to a location or locations beyond the operator’s capacities, the operator shall be given opportunities for training. However if training does not result in improved operation, an assignment to a location commensurate with the operator’s ability shall be made pending the availability of such a location or locations. Alternatively the number and nature of the facilities that the operator manages shall be reviewed and modified accordingly.

(d) When an opportunity to bid on a location is announced an operator may bid or not bid without prejudice to future consideration if another opportunity occurs that will be advantageous to the operator.

(e) An operator shall not be assigned to a facility of lesser income or convenient location without an explanation and an evidentiary hearing if requested by the operator.

(f) Promotion to facilities of greater capacity and earning power shall be applied using the following criteria:

1.Past performances at vending locations; and

2.Active participation in such things as training events, ongoing training opportunities, committee meetings, bid reviews; and

3.Seniority.

Source. #7466, eff 3-23-01; ss by #8265, eff 1-22-05; ss by #10074, eff 1-19-12 (from Ed 1019.12)

Ed 1019.15 Training Program.

(a) All operator candidates shall complete a training program in accordance with the training plan developed by SBVI. The training program shall include evaluation and training in blind/low vision rehabilitation as well as formal classroom instruction and on the job training on an individual basis.

(b) The training program will generally be no less than 6 months but may take longer if individual situations require, provided that the candidate is showing successful progress.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12 (from Ed 1019.13)

Ed 1019.16 Election, Organization and Functions of State Committee of Licensed Operators.

(a) The operators licensed by the state shall comprise the membership of the state committee of licensed operators.

(b) The committee chairperson shall be elected by a majority vote of committee members. The chairperson shall be elected every 2 years and serve 2 years. The chairperson shall not succeed him or herself. The election shall also include an election for an alternate chair that may succeed him or herself.
The alternate chair shall assume the responsibilities of the chair if the chair is unable to attend to his or her duties.

(c) Quarterly meetings shall be held between the committee and SBVI to discuss policy administrative changes affecting the program provide a training opportunity and carry on other business of the committee and/or SBVI.

(d) Between the regular meetings individual committee members shall be designated, or sub-committees established, by the chair(s) to carry on the functions of the committee.

(e) All written material pertaining to the administration of the program shall be provided to the chairperson of the committee by SBVI in a format that is accessible by the chairperson(s). When policy or administrative changes that have been discussed with the committee members cannot be adopted, the chairperson(s) of the committee shall be notified in writing stating the reasons therefore. The committee shall receive and transmit to SBVI grievances at the request of operators and serve as advocates for such grievances.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12 (from Ed 1019.14)

Ed 1019.17 Administrative Reviews, Evidentiary Hearings, and Arbitration of Operator Complaints. If an operator is aggrieved by any action of SBVI with regard to the administration of the program the operator may file a written complaint to resolve the matter as follows:

(a) If the blind operator and SBVI agree, the dispute may be submitted to the designated state unit’s administrator for policy and law for review and decision using the following criteria:

(1) The decision to elect informal dispute resolution shall not preclude the blind operator from seeking an evidentiary hearing if the informal dispute resolution process does not resolve the matter to the operator’s satisfaction;

(2) The decision from an informal dispute resolution session may not be used in an evidentiary hearing;

(3) In the case of disputes involving candidates for a license, pursuant to Ed 1019.04, the parties shall submit the dispute to said administrator. The decision rendered shall represent the final administrative remedy for issues arising out of the licensing process;

(4) A request for an administrative dispute resolution session shall be filed with SBVI within 15 business days of action out of which the dispute arises;

(5) Within 10 business days, the administrator shall set a date and time for the parties to present their case. The hearing itself shall be held within 30 days of the request having been made;

(6) The administrator shall render a decision in writing in the matter within 14 calendar days of the completion of the hearing;

(7) The decision shall include:

   a. The facts and law relied on to make the decision; and

   b. A rationale for the decision, based on the information submitted; and
(8) An operator aggrieved by the administrator’s decision may request an evidentiary hearing within 10 business days from the receipt of the administrator’s report.

(b) Evidentiary hearings shall comply with the following:

(1) The operator shall make written application for an evidentiary hearing to the office of legislation and hearings and state the reasons for such application, within 15 days after the occurrence of the condition which caused the operator to file the request for an evidentiary hearing, or as prescribed in Ed 1019.17,(a)(8) when appealing the decision of an informal dispute resolution process;

(2) The operator shall be advised of the following:

a. The date, time, and place the hearing will be held;

b. That the hearing will be held within 15 days after receipt of application and at a time and place reasonably convenient to the operator;

c. The right to be represented or accompanied at the hearing by counsel, friends, and witnesses;

d. The right to adequate opportunity to present the operator’s case;

e. The right to give evidence pertinent to the issue involved;

f. The right to cross examine witnesses appearing against the operator; and

g. The request for a full evidentiary hearing indicates consent by the operator for the release of information necessary for the conduct of the hearing;

(3) The hearing shall be conducted by a hearing officer, assigned by the office of legislation and hearings within the department of education pursuant to Ed 200;

(4) Within 15 working days of completion of the hearing, the hearing officer shall prepare an official written report and recommendations to the director of the designated state unit;

(5) The director of the designated state unit, within 5 working days of receipt of the report, shall review the report and make a final decision which shall constitute the official action in regard to the subject of the hearing. The decision shall be:

a. In writing and shall set forth the issue, the relevant facts brought out at the hearing, the pertinent provisions in law and the division policy, and the reasoning that led to the decision; and

b. Forwarded to the operator immediately upon its issuance and a copy shall be furnished to the designated state unit; and

(6) Reasonable accommodations for disability(ies) shall be arranged by the designated state unit for the operator at the operator’s request.

(c) Persons aggrieved by a decision of the designated state unit in an evidentiary hearing under Ed 1019.15(b) may appeal as follows:
(1) In accordance with RSA 541 for causes of action arising out of the action or operation of the program pursuant to RSA 186-B:13, I; or

(2) In accordance with 20 U.S.C. §107d-2 for causes of action arising out of the action or operation of the program pursuant to 20 U.S.C. §107e (3) or 23 U.S.C. §111.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12 (from Ed 1019.15)

Ed 1019.18 Access to Program and Financial Information. Each operator shall be provided access to all financial data of SBVI relevant to the operation of the program, including quarterly and annual financial reports, provided that such disclosure does not violate applicable federal or state laws pertaining to disclosure of confidential information. At the request of an operator, SBVI shall arrange a convenient time to assist in interpretation of such financial data.

Source. #8265, eff 1-22-05; ss by #10074, eff 1-19-12 (from Ed 1019.16)

Ed 1019.19 Operator and SBVI Responsibilities.

(a) Each operator shall submit to SBVI a monthly operating statement along with the set aside assessment detailing, among other things, gross sales, purchases, operating costs, and net profits. Forms for this purpose shall be furnished to each operator by SBVI. SBVI shall retain complete access to the operator's records.

(b) The operator shall:

(1) Perform faithfully and to the best of operator’s ability the necessary duties in connection with the operation of the vending facility in accordance with the department's rules;

(2) Cooperate with officials and duly authorized representatives of SBVI in connection with their official program responsibilities;

(3) Operate the vending facility in accordance with all applicable health laws and regulations, as well as the regulations of the agency controlling property upon which the facility is located; and

(4) Furnish such reports as SBVI may from time to time require.

(c) SBVI shall assume responsibility for providing to operators such supervision and assistance as may be necessary to insure the operation of each vending facility in the most productive and efficient manner possible.

Source. #10074, eff 1-19-12 (from Ed 1019.17)

Ed 1019.20 State Licensing Rules. SBVI shall furnish a copy of the state licensing rules to each candidate or operator in addition to all written documents pertaining to the administration and management of the program.

Source. #10074, eff 1-19-12 (from Ed 1019.18)

PARTS Ed 1020 through Ed 1022 - RESERVED

PART Ed 1023 INTERPRETER CLASSIFICATION SYSTEM
Ed 1023.01 **Purpose.** The purpose of the classification system program shall be to evaluate competency skills of sign language interpreters, to maintain records of interpreter classification, and to maintain records of continuing education units required for maintenance of classification.

Source. #7466, eff 3-23-01, EXPIRED: 3-23-09
New. 310074, eff 1-19-12

Ed 1023.02 **Program Designation.** This program shall be designated “The New Hampshire Interpreter Classification System” (NHICS).

Source. #7466, eff 3-23-01, EXPIRED: 3-23-09
New. 310074, eff 1-19-12

Ed 1023.03 Classification. An individual who applies for and meets the requirements for classification under Ed 1023.10 shall be qualified as a sign language interpreter by the program for the deaf and hard of hearing of the department.

Source. #7466, eff 3-23-01, EXPIRED: 3-23-09
New. #10074, eff 1-19-12

Ed 1023.04 **Applicability; Administration of Classification System Program.** These rules shall apply to the classification process for sign language interpreters as conducted and managed by the program for the deaf and hard of hearing, division of career technology and adult learning, vocational rehabilitation, department. The classification system program shall be managed by a coordinator appointed by the director of the division of career technology and adult learning.

Source. #7466, eff 3-23-01, EXPIRED: 3-23-09
New. #10074, eff 1-19-12

Ed 1023.05 **Definitions.** The following terms are defined for the purposes of part Ed 1023:

(a) “Deaf Interpreter” means a person who is deaf and provides interpreting services as defined in section (e), below

(b) “Director” means the director of the division of career technology and adult learning.

(c) “Classification system program” means the New Hampshire interpreter classification system operated by the coordinator.

(d) “Coordinator” means the person appointed by the program for the deaf and hard of hearing, division of career technology and adult learning, vocational rehabilitation, department to coordinate the classification.

(e) “Interpreting” means the process of converting spoken English into American Sign Language (ASL) and the process of converting ASL into spoken English.

(f) “Rater” means an individual who has successfully completed training approved under Ed 1023.12 by the program for the deaf and hard of hearing in the evaluation of interpreter skills.
(g) “State classification test” means the test administered under Ed 1023.08 for the purposes of determining an interpreter’s classification as a qualified interpreter under Ed 1023.10.

(h) “Rater stipend” means the appropriate level payment made to the rater for their work.

Source. #7466, eff 3-23-01, EXPIRED: 3-23-09
New. #10074, eff 1-19-12

Ed 1023.06 Administration of State Classification Test; Classification Fees.

(a) The state classification test for the purpose of classifying interpreters shall be administered at least once every 6 months, unless there have been no requests for a test. If 3 or more individuals request a test, a test shall be scheduled at a date sooner than the next regularly scheduled test.

(b) The fee for the state classification test shall be $225.00.

(c) A re-test fee of $140 shall allow a retake of the performance test by an applicant for initial classification within one year after passing the structured interview portion.

(d) Applicants shall obtain a refund for a scheduled state classification test when providing at least 30 days’ advance written notification of cancellation to the coordinator. Otherwise, test fees shall be nonrefundable.

(e) The coordinator or designee shall collect fees and maintain receipt records and invoices from raters and expenses incurred by the program for:

(1) Rater and interviewer stipends for the evaluation of candidates

(2) The cost of the interpreter for the deaf or hard of hearing rater during the testing process; and

(3) Testing equipment.

Source. #7466, eff 3-23-01, EXPIRED: 3-23-09
New. #10074, eff 1-19012

Ed 1023.07 Application Process.

(a) Applicants shall contact the program for the deaf and hard of hearing for an information packet which contains:

(1) A description of the classification process;

(2) An application form;

(3) A description of the fee charged for testing; and

(4) A description of the appeal procedure.

(b) Each applicant shall submit an application and the fee for the test. Individuals shall not take the test until payment and a complete application are received, and the application is approved as complete by the coordinator or designee.
(c) The coordinator or designee shall notify each applicant who has submitted an application approved as complete of the scheduled date, time, and place for the test.

Source. #7466, eff 3-23-01, EXPIRED: 3-23-09
New. #10074, eff 1-19012

Ed 1023.08 State Classification Test.

(a) The state classification test shall consist of 2 sections. Section one shall be a structured interview scored by a minimum of 4 raters. Section 2 shall be a pass/fail performance test scored by a minimum of 4 raters.

(b) The structured interview shall be pass/fail and demonstrate the following:

(1) Knowledge of and ability to make practical use of the code of professional conduct of the RID;

(2) Knowledge of the role and responsibilities of an interpreter;

(3) Understanding of professional business practices, including the limitations of an interpreter’s role, diplomacy required of an interpreter, and the need for attire that enhances the background for signing such as plain clothing and jewelry that does not distract from the interpreting process;

(4) Communication skills in ASL and English; and

(5) The interpreter’s overall professional presentation.

c) The performance test shall consist of an interpreting dialogue, preceded by a warm-up.

(d) Each applicant’s performance on sections 1 and 2 of the test shall be videotaped.

(e) The performance test scoring sheet shall consist of a numerical rating covering the following areas:

(1) The rater’s ability to comprehend the applicant, based on the applicant’s clarity, use of grammar, level of discourse, and use of classifiers;

(2) The message equivalency transmitted by the applicant, including:

a. Message accuracy;

b. Accurate use of morphology;

c. Use of affect and register of the original message; and

d. The amount of information transmitted;

(3) The interpreting process, including:

a. Phrasing; and

b. Process management; and
(4) The applicant’s professionalism, including:

a. Composure; and

b. Objectivity.

Source. #7466, eff 3-23-01, EXPIRED: 3-23-09
New. #10074, eff 1-19-12

Ed 1023.09 Administration of State Classification Test.

(a) The coordinator or designee shall videotape section 1, the interview, and section 2, the performance portion, of the test.

(b) The coordinator or designee shall send the rater scoring packet to 4 qualified raters within one week of the taping. The coordinator shall make sure each packet includes a copy of the candidates tape, scoring sheets and the rater instruction information.

(c) Candidates who pass both the performance section and the interview section will be state classified and notified.

(d) Candidates who successfully pass the performance portion of the test but do not successfully pass the interview portion of the test shall not be considered for state classification. They shall need to retake both sections of the test.

(e) The coordinator shall mail to each applicant who has completed the performance test written notice of the test results within one month of the date of the test.

(f) A person who fails either the structured interview or the performance test may request from the coordinator, in writing, copies of the raters’ scoring sheets. The coordinator shall supply such sheets, upon written request.

(g) Applicants for initial classification not passing the performance test may retake the performance portion of the test, within one year after passing the structured interview portion.

Source. #7466, eff 3-23-01, EXPIRED: 3-23-09
New. #10074, eff 1-19-12

Ed 1023.10 Classification of Interpreters. An applicant shall be classified as a qualified sign language interpreter who:

(a) Has a high school diploma or its equivalent;

(b) Is 18 years of age or older; and

(c) Receives a score of 75% or more on the performance test.
Ed 1023.11 Maintenance of Classification.

(a) “Continuing education units,” for the purpose of this rule means:

(1) Participation in professional workshops sponsored by a post-secondary interpreter training program, the RID, the National Association of the Deaf (NAD) or the state chapters of such organizations, or any other professional training organization which focus on issues related to the deaf community and/or the interpreting process;

(2) Conventions/conferences of either deafness or interpreting organizations;

(3) Tutoring sessions, if such sessions are qualified under paragraph (b); and

(4) For the 20% required in areas not related to deafness or interpreting, participation in a course, workshop, or training session on a topic unrelated to deafness, but which has an impact on the interpreter’s activities as a sign language interpreter.

(b) To qualify, a tutoring session shall be provided by RID certified interpreters those who hold their NIC, Certificate of Interpretation (CI) or NAD level V.

(c) Classification as a qualified interpreter under Ed 1023.10 shall be valid for 6 years from date of issue.

(d) All state-classified interpreters shall earn CEU’s. The number of CEU’s earned shall be the same number of hours as those required by RID over each 4 year period, 80% of which shall be deafness/interpreting related, and 20% of which shall be either deafness/interpreting related or in other areas as defined in Ed 1023.11(a)(4). CEU hours shall be awarded based on clock hours of participation and shall require documentation from such training programs such as an agenda, conference packet, or syllabus. No one convention, workshop or course shall be used to satisfy the entire requirement.

(e) Determination of compliance with Ed 1023.11(e) shall be made by the coordinator of the program for the deaf and hard of hearing.

(f) An individual’s classification shall lapse for an individual who fails to obtain national certification before the expiration of the 6-year classification period. The individual shall no longer be:

(1) Listed in the department of education’s directory of interpreters for the deaf; and

(2) Considered a licensed interpreter by the state of New Hampshire.

Source. #7466, eff 3-23-01, EXPIRED: 3-23-09
New. #10074, eff 1-19-12

Ed 1023.12 Raters.

(a) Each team of raters shall be comprised of 2 raters who can hear and 2 raters who are deaf or hard of hearing. Raters who can hear shall possess a valid certification from RID or the NAD level V. The program for the deaf and hard of hearing shall solicit applicants from certified interpreters and the deaf community. Selection shall be made by the program for the deaf and hard of hearing based on skill level, availability and experience.
(b) The program for the deaf and hard of hearing shall provide rater training for new raters. New raters shall complete the rater training, which shall consist of instruction and materials on the principles of interpreter classification evaluation, practice tapes, and inter-rater reliability data.

(c) A rater shall not have a conflict of interest regarding the person to be rated. A conflict of interest shall be deemed to exist if the person to be rated is a member of the rater’s immediate family. "Immediate family" means the rater’s spouse, parent, mother-in-law, father-in-law, sibling, sister-in-law, brother-in-law, or child, or anyone related to the rater by blood or marriage and living in the same household as the rater. The rater shall disclose any other circumstances which create a conflict of interest as to a particular person, and shall withdraw as a rater for that person. The rater shall also disclose to the coordinator any circumstances likely to create the appearance of a conflict of interest.

(d) Scoring by raters shall be done as follows:

1. For the part I-interview portion of the test, the applicant shall be rated by both deaf and hard of hearing raters and raters who can hear; and

2. For the part II-performance portion of the test, the raters who can hear shall score primarily the ASL-to-English components of the evaluation and the deaf or hard of hearing raters shall score primarily the English-to-ASL components of the evaluation.

(e) Raters shall receive the rater stipend from the interpreter classification fund for scoring each applicant. To receive payment, raters shall submit an invoice, which shall include the rater’s name, address, name of applicant, and date of rating.

(f) All documents, paperwork and digital media (CD), shall be sent back to the coordinator for record keeping. This process shall ensure confidentiality of the applicant. A breach in this process could create the need for a review and recommendation of the situation and possible removal as a rater by the director.

Source. #7466, eff 3-23-01, EXPIRED: 3-23-09
New. #10074, eff 1-19-12

Ed 1023.13 Publication of Directory of Interpreters for the Deaf. The name and date of award of each individual classified under the classification system program shall be published by the department of education in a directory of interpreters for the deaf, which shall be printed at least biennially. The directory shall also include name, source of national certification, state of NH licensure status, and date of certification for any interpreter certified by the RID or the NAD who wishes to be included in the directory. Contact information shall be included at the option of the interpreter. The primary source for this document shall be located on the designated state unit’s website and an annual printing will occur.

Source. #7466, eff 3-23-01, EXPIRED: 3-23-09
New. #10074, eff 1-19-12

Ed 1023.14 Retention of Test and Directory Data. The program for the deaf and hard of hearing shall keep the following data in confidential files for a period of at least 7 years:

(a) Correspondence with individual applicants;

(b) Records of scores of individual tests for each applicant tested, whether the applicant was successful or unsuccessful;
(c) Records of CEU's for each interpreter who has completed the state classification process;

(d) The original digital media (CD) of each applicant’s interview and performance test;

(e) The date classification under Ed 1023.10 was awarded; and

(f) Name, address, and telephone number for each state classified and nationally certified interpreter listed in the department of education directory of interpreters for the deaf.

Source. #7466, eff 3-23-01, EXPIRED: 3-23-09
New. #10074, eff 1-19-12

Ed 1023.15 Appeal. An applicant aggrieved by a decision of the program relating to classification may file a petition for reconsideration along with supporting documentation to the Director within 20 working days after receipt of the decision regarding classification. If the petition for reconsideration is denied, the applicant may appeal the Director’s decision pursuant to RSA 21-N: 11, III and Ed 200. Any person may file a written complaint charging a person qualified as a deaf interpreter with misconduct pursuant to the process set forth in INT 205.

Source. #7466, eff 3-23-01, EXPIRED: 3-23-09
New. #10074, eff 1-19-12 (formerly Ed 10023.16)
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 pursuant to 34 CFR 300.30. 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) For the purposes of this section, in addition to Ed 1102.04(h), parent means an adult student as defined in 20 USC 1232g(d).


(bc) Each LEA and private provider of special education shall adopt a policy regarding the retention and destruction of special education records pursuant to RSA 186-C:10-a.

(c) 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 which shall include a statement that documentation of the student’s disability included in the student’s education record may be needed by the student to demonstrate eligibility for any reasonable accommodations to which the student may be entitled in postsecondary education and employment. The LEA shall provide public notice of its document destruction policy at least annually.

(d) A private provider of special education may destroy a student’s special education records prior to the student’s 26th 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.

(e) 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

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October 18, 2019

Board of Education
c/o Department of Education
101 Pleasant Street
Concord, NH 03301

Re: Rulemaking Petition Relative to Ed 1307 Robotics Education Fund

Dear Board Members:

At its meeting on October 17, 2019, the Joint Legislative Committee on Administrative Rules (Committee) voted, pursuant to RSA 541-A:4, to petition you to readopt with amendment as a regular rule Ed 1307 on the Robotics Education Fund. The existing rule itself had been a readoption with amendments of the prior Ed 1307 and was filed as an emergency rule pursuant to RSA 541-A:18, I by the Board of Education (Board) under Document #12896, effective October 10, 2019, and scheduled to expire April 7, 2020. A copy of the emergency rule is enclosed, as annotated by Committee staff.

The Committee had 2 concerns which should addressed in the regular rulemaking process. First, there was a concern about oral rulemaking in the emergency rule regarding the placement of grant application deadlines only on the Board’s website and form instead of in the rules, in violation of RSA 541-A:22, I and RSA 188-E:24-a, VI as noted in Committee staff annotations to the rule. The grant deadline must be in the regular rules. Secondly, in submitting a Request for Fiscal Impact Statement (FIS) from the Office of Legislative Budget Assistant (LBA) pursuant to RSA 541-A:5, I and IV, the Board should indicate the costs and benefits due to all changes from the regular rule prior to the emergency rule, since an emergency rule filing does not have an FIS, and the LBA would normally focus the FIS on the cost and benefits of changes from the existing (emergency) rule.

Pursuant to RSA 541-A:4, you must decide to grant or deny this petition and notify the Committee in writing within 30 days after the next scheduled meeting of the Board, which is November 21, 2019. The 30th day after November 21 is Saturday, December 21, 2019 extended pursuant to RSA 541-A:16, IV to Monday, December 23, 2019. If the petition is denied, you must state in writing the reasons for the denial. If the petition is granted, you must commence a rulemaking proceeding by establishing an initial proposal and requesting a fiscal impact statement pursuant to RSA 541-A:5 within 120 days of receipt of the petition and continuing the proceeding as specified in RSA 541-A:3.

If you have any questions regarding the Committee’s actions, please call me at 271-3680.

Sincerely,

Scott F. Eaton
Administrative Rules Director

Enc.

cc: Amanda Phelps, Administrative Rules Coordinator, Dept. of Education
COVER SHEET FOR EMERGENCY RULE

1. Agency Name & Address:
   State Board of Education
c/o Department of Education
101 Pleasant Street
Concord, NH 03301

5. Date of Filing: 10-10-19

6. Short Title: Robotics Education Fund

7. Contact person for copies and questions:
   Name: Amanda Phelps
   Address: Department of Education
            101 Pleasant Street
            Concord, NH 03301
   Title: Administrative Rules Coordinator
   Phone #: (603) 271-2718

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

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.)
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 extend the application period to 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 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 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 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 2019 edition, electronically to the department of education, division of career technology and adult learning, bureau of career development. Unclear. The November date is supposed to be a revision date of the form.

(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 188:25, 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);

Unclear. There is no deadline there anymore. Ed 1400 are the proposed Learn Everywhere Program rules.
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.

NOTE to JLCAR:

Please note that the JLCAR may not object to an emergency rule, but may petition pursuant to RSA 541-A:18, IV for its repeal if it determines that the Department’s statement of emergency is inadequate and does not demonstrate that an emergency rule was necessary. The JLCAR may also petition for rules on other grounds as well. Therefore, the JLCAR may wish to consider the following:

- There are no dollar amounts specified in Item #8 of the Cover Sheet to indicate how the fiscal harm is “substantial”. Item #8 states that “this proposal removes the restrictions on how much each school can receive and creates a need-based system.” The fiscal effect of these changes is not stated.
- Item #8 states that the former grant period was September 1-30 and that “the emergency rule leaves the time period open to avoid this issue in future grant periods.” See Ed 1307.06(b) on p. 2. The emergency due to the delay in approval of the state budget might support the elimination of the grant period by an emergency rule, but not necessarily the adoption of other amendments on “how much each school can receive and creates a need-based system”, which may be appropriate for regular rulemaking but not for an emergency rule.
- The amended language of Ed 1307.06 indicates that the grant application period is announced on the Department of Education website, which is at https://www.education.nh.gov/instruction/STEM/robotics-grant.htm. Actually, the website and the form (Attachment p. 9) do not apparently include an application period but a deadline of November 15, 2019. Ed 1307.06(b) specifies a 30-day application period. The form also adds a June 20, 2020 report deadline and an allowance for applications after November 15 if funding is available. The allowance after deadline is based on RSA 188-E:24-a, V(b), but Ed 1307.06 violates RSA 188-E:24-a, VI which requires rules “establishing deadlines for the submission of applications”. Establishing deadlines on a website or a form instead of in rules renders the deadlines unenforceable because RSA 541-A:22, I states that no rule is valid or effective nor may it be enforced if it has not been adopted pursuant to RSA 541-A.
- If the emergency rule for Ed 1307 was driven by availability of funding otherwise delayed by the late enactment of the recent budget, that would have been a basis for an interim rule under RSA 541-A:19, I(a), but with a fiscal impact statement (FIS) required, which JLCAR could have reviewed. The JLCAR may wish to ask why that route was not used instead of an emergency rule, since the grant application period seemed to be the time-sensitive issue. An interim rule could have addressed that too, although grant funds could not have been issued as quickly as with an emergency rule.
## Appendix I

<table>
<thead>
<tr>
<th>Rule</th>
<th>Statute</th>
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<tbody>
<tr>
<td>Ed 1307</td>
<td>RSA 188-E:24-a</td>
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</table>
TITLE XV
EDUCATION

CHAPTER 188-E
REGIONAL CAREER AND TECHNICAL EDUCATION (CTE)

Robotics Education Development Program and Robotics Education Fund

Section 188-E:24-a

188-E:24-a Robotics Education Development Program.—
I. There is established a robotics education development program in the department of education. The purpose of the program is to motivate public school students to pursue educational and career opportunities in science, technology, engineering, and mathematics, while building critical life and work-related skills. Grants from the robotics education fund established in RSA 188-E:24 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. Grant funds shall be limited to the purchase of robotics kits, stipends for coaches, and the payment of associated costs from participation in competitions.

II. To be eligible to participate, a school shall:
(a) Develop a budget for a robotics team;
(b) Partner with at least one sponsor, business entity, institution of higher education, or technical school for support in a robotics program; and
(c) Identify at least one competitive event in which the school will participate.

III. The commissioner shall disburse a grant as a single payment at the beginning of each school year.

IV. Subject to the provisions of paragraph V, no school shall receive more than one grant every 2 years, however, a school district may receive multiple grant awards.

V. (a) If the amount of grant funds requested exceeds the balance in the robotics education fund available in any year, the commissioner shall not prorate the grant awards, but shall assign preference to those schools with 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. Secondary preference shall be given to schools which did not receive a grant in the previous year due to lack of funds.
(b) In the event that additional funds exist in the fund after all initial grant application requests have been met, the commissioner shall award schools additional grants for additional requested teams in accordance with subparagraph (a). If a school receives a grant for any additional teams, such grant shall be made at the same time as the grant for the initial team. In the event that a school received a grant or grants in the prior year and qualifies for an additional team or teams, such grant shall be made in the usual manner.

VI. The commissioner shall adopt rules pursuant to RSA 541-A, relative to developing grant application forms and procedures, establishing deadlines for the submission of applications and the awarding of grants, and establishing criteria for awarding and disbursing grants.

VII. No later than July 15, 2018, and annually thereafter, the department shall issue a report to the governor, senate president, speaker of the house of representatives, the chairpersons of the house and senate education committees, and the state library, detailing the number of grants awarded, the schools receiving grants and the grant amount, the schools that applied for grants but did not receive a grant due to insufficient funds, the number of students participating, the unencumbered balance of the robotics education fund, and any other information the department deems appropriate.

541-A:18 Emergency Rules. —
I. An agency may proceed to adopt an emergency rule if it finds either that an imminent peril to the public health or safety requires adoption of a rule with less notice than is required under RSA 541-A:6 or that substantial fiscal harm to the state or its citizens could occur if rules are not adopted with less notice than is required under RSA 541-A:6. The rule may be adopted without having been filed in proposed or final proposed form and may be adopted after whatever notice and hearing the agency finds to be practicable under the circumstances. The agency shall make reasonable efforts to ensure that emergency rules are made known to persons who may be affected by them.

II. Notwithstanding RSA 541-A:16, III, emergency rules adopted under this section shall not remain in effect for more than 180 days from the date and time of filing with the director of legislative services. An agency may propose a permanent rule on the same subject at the same time that it adopts an emergency rule, but it shall not adopt the same emergency rule when the emergency rule expires.

III. Emergency rules adopted under this section shall include:
(a) The name and address of the agency.
(b) The statutory authority for the rule.
(c) Whether the intended action is an adoption, amendment, or repeal.
(d) The rule number and title.
(e) A signed and dated statement by the adopting authority explaining the nature of the basis for the emergency rule, including an explanation of the effect upon the state if the emergency rule were not adopted.
(f) A listing of people, enterprises, and government agencies affected by the rule.
(g) The name, address, and telephone number of an individual in the agency able to answer questions on the emergency rule.

IV. Emergency rules adopted under this section shall not be adopted solely to avoid the time requirements of this chapter. The committee may petition the adopting agency to repeal the rule if it determines that the statement of emergency required by RSA 541-A:18, III(e) is inadequate and does not demonstrate that the rule is necessary to prevent an imminent peril to the public health or safety.

V. Effective rules which are amended or repealed by adoption of an emergency rule shall again be effective in their original form upon expiration of the emergency rule.

VI. An agency may repeal an emergency rule by filing a statement with the director of legislative services which includes:
(a) The name and address of the agency.
(b) The rule number and title.
(c) The effective date of the repeal.
(d) The name, address, and telephone number of an individual within the agency able to answer questions about the repeal.
(e) An explanation of why the rule is being repealed.

541-A:19 Interim Rules. –
I. An agency may adopt as an interim rule any rule which amends an existing rule, repeals an existing rule, or creates a new rule, and which is designed solely to allow the agency to:
(a) Conform with a new or amended codified state statute or chaptered session law, provided, however, that an agency shall not publish notice of a proposed interim rule more than 120 days after the effective date of the new or amended codified state statute or chaptered session law;
(b) Conform with a controlling judicial decision;
(c) Conform with a federal requirement which must be met sooner than the time periods allowed under RSA 541-A for a rule adopted under the procedures listed in RSA 541-A:3;
(d) Continue its rules which would otherwise expire prior to the completion of the readoption of the rules by the agency; or
(e) Minimize the time between the expiration of rules and their subsequent readoption by the agency.
II. An agency may adopt an interim rule under subparagraphs I(a), (b), or (c) without meeting the requirements of RSA 541-A:6 and RSA 541-A:9 through RSA 541-A:14 and an agency may adopt an interim rule under subparagraph I(d) or (e) without meeting the requirements of RSA 541-A:5 through RSA 541-A:14 provided the agency:
(a) Publishes notice of a proposed interim rule in a newspaper of daily statewide circulation and files the proposed interim rule, with the cover sheet as provided in paragraph IV, with the director of legislative services no later than the date of publication of the notice; or
(b) Files the proposed interim rule with the cover sheet as provided in paragraph IV, and the notice of the proposed interim rule with the director of legislative services, and has published notice in the rulemaking register.
III. Notice of an agency's intent to propose an interim rule shall include:
(a) The name and address of the agency.
(b) Citation to the statutory or other rulemaking authority for the proposed interim rule.
(c) Whether the proposed interim rule is an adoption, readoption, amendment, readoption with amendment, or repeal.
(d) The rule number and title.
(e) A concise summary explaining the effect of the proposed interim rule.
(f) A listing of people, enterprises, and government agencies affected by the proposed interim rule.
(g) A summary of the effect upon the state if the proposed interim rule were not adopted.
(h) The name, address, and telephone number of an individual in the agency able to answer questions on the proposed interim rule.
(i) The date the proposed interim rule will be filed with the director of legislative services.
(j) The expected date of review by the committee.
IV. Proposed interim rules filed under paragraph II shall include a cover sheet stating:
(a) The name and address of the agency.
(b) Citation to the statutory rulemaking authority for the proposed interim rule.
(c) Whether the intended action is an adoption, readoption, amendment, readoption with amendment, or repeal.
(d) The rule number and title.
(e) A signed and dated statement by the adopting authority explaining why an interim rule is necessary, including documentary evidence to prove the agency is acting in accordance with the terms of this section and is

not adopting an interim rule solely to avoid the time periods imposed by RSA 541-A, except as provided in paragraph I of this section.

(f) A listing of people, enterprises, and government agencies affected by the proposed interim rule.

(g) The name, address, and telephone number of an individual in the agency able to answer questions on the proposed interim rule.

V. A proposed interim rule filed under paragraph II no less than 14 days before a regularly scheduled committee meeting shall be placed on the committee's agenda for review for that meeting. Publication of notice shall occur no less than 7 days before a regularly scheduled meeting. If the agency has published notice in a newspaper, pursuant to subparagraph II(a), the agency shall file a copy of the notice as it was published no later than 3 days after the date of publication. Proposed interim rules filed less than 14 days before a regularly scheduled committee meeting shall be placed on the agenda for review at the following regularly scheduled committee meeting or at a special meeting, as determined by the committee.

VI. The committee shall vote to approve the rule or object under paragraph VII. Objections to a proposed interim rule may be made only once.

VII. The committee may object to a proposed interim rule if the rule is:

(a) Beyond the authority of the agency;

(b) Contrary to the intent of the legislature;

(c) Determined not to be in the public interest; or

(d) Deemed by the committee not to meet the requirements of paragraph I.

VIII. The following procedures shall govern committee review of interim rules:

(a) The director of legislative services shall notify the agency of any potential bases for committee objection by forwarding a copy of the proposed interim rule with comments noted thereon to the agency at least 7 days prior to the committee meeting at which the rule will be considered. Following receipt of the comments an agency may amend its interim rule to address the noted potential bases for objection. The agency may present the amended proposal to the committee for approval at the committee meeting. The committee may approve the rule as originally proposed or as amended.

(b) If the committee objects to the proposed interim rule as filed or as amended, it shall so inform the agency. In lieu of an objection, the committee may vote to conditionally approve the rule with an amendment, provided that the committee specified in its conditional approval the language of the amendment to address the basis for a preliminary objection. The committee shall notify the agency in writing of its conditional approval. Within 14 days of the meeting, the agency shall submit a written explanation to the committee in the form of a letter and an annotated text of the final proposed rule detailing how the rule has been amended in accordance with the conditional approval. The written explanation shall be signed by the individual holding rulemaking authority, or, if a body of individuals holds rulemaking authority, by a voting member of that body, provided that a quorum of the body has approved. Failure to submit a written explanation in accordance with the conditional approval and this paragraph shall cause the conditional approval to be deemed a committee vote to make a preliminary objection on the date of the conditional approval. If the committee legal counsel determines that the agency has amended the rule in accordance with the conditional approval and this paragraph, the committee legal counsel shall promptly send written confirmation of compliance to the agency. The agency may then adopt the rule as amended.

(c) If the committee objects to the proposed interim rule as filed or as amended pursuant to subparagraph VIII(a), the committee shall send the agency a written objection stating the basis for the objection. An objection or a conditional approval shall require the assent of a majority of the votes cast, a quorum being present.

(d) If the committee makes an objection to the proposed interim rule pursuant to subparagraph VIII(e), the agency may cure the defect or withdraw the interim rule. The agency shall respond to a committee objection only once, and shall report its response in writing to the committee prior to its next regularly scheduled meeting. Failure to respond to the committee in accordance with this subparagraph shall mean the rulemaking procedure for that proposed interim rule is invalid; however, the agency is not precluded from initiating the process over again for a similar rule, provided the conditions in paragraph I are met.

(e) The committee shall review the response and vote to approve the response or continue the objection.

(f) The committee's objection shall not preclude the agency from adopting the substance of an interim rule by meeting the requirements of RSA 541-A:3.

IX. No proposed interim rule shall be adopted unless within 90 days of publication of the notice the committee votes to approve or conditionally approve the proposed interim rule.
X. No proposed interim rule shall be adopted unless the committee has voted to approve the proposed interim rule or conditionally approve the proposed interim rule, provided that the committee legal counsel has sent written confirmation to the agency pursuant to RSA 541-A:19, VIII(b). An adopted interim rule shall be filed with the director of legislative services no later than 30 days following committee approval or conditional approval. An interim rule shall be effective under RSA 541-A:16, III on the day after filing with the director of legislative services, or at a later date, provided the agency so specifies in a letter to the director of legislative services and the effective date is within 30 days following committee approval or conditional approval. Interim rules shall be effective for a period not to exceed 180 days. During the time an interim rule shall be in effect, the agency may propose a permanent rule to replace the interim rule once it expires, but it shall not adopt another interim rule to replace the expiring interim rule.

TITLE LV
PROCEEDINGS IN SPECIAL CASES

CHAPTER 541-A
ADMINISTRATIVE PROCEDURE ACT

Section 541-A:22

541-A:22 Validity of Rules. –
I. No agency rule is valid or effective against any person or party, nor may it be enforced by the state for any purpose, until it has been filed as required in this chapter and has not expired.
II. Rules shall be valid and binding on persons they affect, and shall have the force of law unless they have expired or have been amended or revised or unless a court of competent jurisdiction determines otherwise. Except as provided by RSA 541-A:13, VI, rules shall be prima facie evidence of the proper interpretation of the matter that they refer to.
III. An agency shall not by rule:
(a) Provide for penalties or fines unless specifically authorized by statute.
(b) Require licensing, as defined in RSA 541-A:1, IX, unless authorized by a law which uses one of the specific terms listed in RSA 541-A:1, VIII.
(c) Require fees unless specifically authorized by a statute enforced or administered by an agency. Specific authorization shall not include the designation of agency fee income in the operating budget when no other statutory authorization exists.
(d) Provide for non-consensual inspections of private property, unless the statute enforced or administered by the agency specifically grants inspection authority.
(e) Delegate its rulemaking authority to anyone other than the agency named in the statute delegating authority.
(f) Adopt rules under another agency's authority.
(g) Expand or limit a statutory definition affecting the scope of who may practice a profession.
(h) Require a submission of a social security number unless mandated by state or federal law.
IV. No agency shall grant waivers of, or variances from, any provisions of its rules without either amending the rules, or providing by rule for a waiver or variance procedure. The duration of the waiver or variance may be temporary if the rule so provides.

New Hampshire Robotics Education Application Form  
SY2019-2020 & SY 2020-2021  

New Hampshire Department of Education  

New Hampshire Department of Education  
Bureau of Student Support  
101 Pleasant Street  
Concord, New Hampshire 03301  

Funding provided under RSA 188-E:24a, Robotics Education Development Program and Robotics Education Fund, in accordance with the New Hampshire Code of Administrative Rules.  

New Hampshire Department of Education  
Statement of Nondiscrimination  

The New Hampshire Department of Education does not discriminate on the basis of race, color, religion, marital status, national/ethnic origin, age, sex, sexual orientation, or disability in its programs, activities and employment practices. This statement is a reflection of the Department of Education and refers to, but is not limited to, the provisions of the following laws:  

- Titles IV, VI, and VII of the Civil Rights Act of 1964 – race, color, national origin  
- The Age Discrimination in Employment Act of 1967  
- The Age Discrimination Act of 1975  
- Title IX of the Education Amendments of 1972 (Title IX) – sex  
- Section 504 of the Rehabilitation Act of 1973 (Section 504) — disability  
- The Americans with Disabilities Act of 1990 (ADA) - disability  
- NH Law against discrimination (RSA 354-A)  

The following individual has been designated to handle inquiries regarding the nondiscrimination policies and laws above:  
ADA/Title IX Coordinator: Lisa Hinson-Hatz  
Section 504 Coordinator: Tina Greco  
NH Department of Education  
21 South Fruit Street, Suite 20  
Concord, NH 03301  
(603) 271-3993 (V/TTY)  
Tina.Greco@doc.nh.gov  

Inquiries regarding Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and/or Title II of the Americans with Disabilities Act of 1990 also, or instead, may be directed to:  

U.S. Department of Education  
Office for Civil Rights  
33 Arch Street, Suite 900  
Boston, MA 02110-1491  
(617) 289-0111  
TTY (877) 521-2172  

Additionally, inquiries may also be directed to the:  

NH Commission for Human Rights  
2 Chenell Drive  
Concord, NH 03301-8501  
(603) 271-2767
NH Robotics Education Application Form
SY2019-2021
DEADLINE NOVEMBER 15, 2019

Eligibility:
- Must be for students at a public or charter school.
- The school must develop an itemized budget for 2 years for the robotics program.
- The school must have established a partnership with, or has a valid letter of commitment from, at least one sponsor, business entity, or institution of higher education for the purpose of participation in a robotics competition.
- The school must identify at least one competitive event in which the program will participate.
- Not a recipient of a Robotics Education Development Program Grant SY 2018-2019.

The purpose of the program is to motivate public and charter school students to pursue educational and career opportunities in science, technology, engineering, and mathematics, while building critical life and work-related skills. Grants from the robotics education fund established in RSA 188-E:24 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.

Distribution of grant funds by the Department of Education is done through the Grants Management System (GMS)

Please provide the following information
School Name:
SAU #/School District Name:
Authorizing Agent Name & Title:
Authorizing Agent Phone # & Email Address:
Program Manager Name & Title:
Program Manager Phone # & Email Address:

<table>
<thead>
<tr>
<th>1. Team Information</th>
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<tbody>
<tr>
<td>How many current team members?</td>
</tr>
<tr>
<td>What grade level students are represented on the team?</td>
</tr>
<tr>
<td>Primary coach or advisor name:</td>
</tr>
<tr>
<td>Primary coach or advisor phone &amp; email:</td>
</tr>
</tbody>
</table>
Partnering Organization(s)

Name of your Partner Organization:

Budget & Budget Narrative

Please add the budget narrative and your budget for the 2019-20 & 2020-2021 operations of the robotics team below.

Grant funds shall be limited to the purchase of robotics kits, stipends for coaches, and the payment of associated costs from participation in competitions. The determined funding amount is based on need so please be as close to exact as possible with budget and funding requests and specific in the description of the items requested.

Budget Amount Requested:
Budget Narrative:
Itemized Budget Year 1:
Itemized Budget Year 2:

Competitive Event

We identified at least one competitive event in which the team or club will participate and we assure that the team will meet all criteria for participation in the competitive event(s).

Name & Location of your Identified Event(s):
Date of Identified Event(s)

Narrative

Please provide a short narrative that describes the need for this funding, potential impacts and any other pertinent information. The amount of funding determined is based on need. Please be specific in the description.

Year-End Report

All funding recipients must agree to attach a year-end report, describing the impact of the grant.

No later than June 30, 2020, the school will submit a year-end report and attach to the Grants Management System Robotics Grant page stating at least:
- the number of students who participated on the team;
- a brief description of how the team met all of the eligibility criteria;
- the list of competitions the team attended and the team's performance;
- and statement of need of support for a 2nd year of funding.

Please email the completed application to: Melissa White, Science/STEM Education Consultant Bureau of Student Support New Hampshire Department of Education

If there are any questions, do not hesitate to contact:

Melissa White Melissa.White@doe.nh.gov or 603-271-3855.
GRANT APPLICATION DEADLINE IS NOVEMBER 15, 2019
Notification to schools will occur by December 6, 2019
Grants will continue to be accepted after November 15, 2019 but will only be considered if funding remains in the grant fund.
October 18, 2019

Board of Education
c/o Department of Education
101 Pleasant Street
Concord, NH 03301

Re: Final Objection and Joint Resolution to Final Proposal 2019-5

Dear Board Members:

At its meeting on July 18, 2019, the Joint Legislative Committee on Administrative Rules (Committee) voted, pursuant to RSA 541-A:13, IV, to enter a preliminary objection to Final Proposal 2019-5 containing Ed 1400 from the State Board of Education (Board), relative to the Learn Everywhere Program for high school graduation credit. The Committee’s preliminary objection was based on the Committee’s determination that:

1. Rule Ed 1407.02(a) is contrary to legislative intent to the extent that the rule violates the specific statute RSA 193-E:2-a, V(a), and the rule violates the more general statutory purpose clause RSA 193-E:1, II, because the statutory intent of both was to create a bifurcated system where the Board of Education mandates the minimum standards for graduation, and the local school districts maintain the specific curriculum which dictates the credit needed for those minimum standards for graduation. The proposed rule, in requiring a school district to accept completion certificates for up to 1/3 of graduation credits from a Learn Everywhere Program, violates the statutes because it requires the school district to grant credit for curriculum it has not approved;

2. Rule Ed 1400 is contrary to legislative intent to the extent that the rule violates the overall purpose of the statute RSA 193-E because the statute delegates to school districts responsibility for the specific curriculum for which credit is granted;

3. Rule Ed 1407.02(a) is beyond the Board’s authority because RSA 193-E:2-a, V(b) does not give the Board the authority to require a school district to grant credit for programs or courses when the school district did not itself approve the curriculum;

4. Rule Ed 1407.02(a) is contrary to the public interest because it conflicts with the existing rule Ed 306.27. The conflict creates a situation where the rules cannot be uniformly applied because a school district must at the same time approve a curriculum before granting credit and yet grant credit for that same curriculum without approving it first;
5. Rule Ed 1407.02(a) is contrary to the public interest because it conflicts with the existing rule Ed 306.21(h) regarding the requirement that staff assigned to alternative programs meet the same certification requirements as staff assigned to standard schools. The conflict creates a situation where school districts would be accepting credit from a program without knowledge of the teacher’s credentials;

6. Rule Ed 1407.02(b) is contrary to the public interest because it is unclear and thus cannot be uniformly applied. The rule is unclear because it does not account for how a school district is to apply credit that it is required to grant if a student has already fulfilled that credit area;

7. Rule Ed 1409.01(a) is contrary to the public interest because it conflicts with Ed 403.01(a)(2)o. Ed 1409.01(a) allows for complaints to be submitted to the Department of Education but excludes complaints that might be made regarding student safety from bullying, harassment, or abuse, because the program is not required to have the grievance policy required by Ed 403.01(a)(2)o.; and

8. Rule Ed 1401.02(c) is beyond the authority of the Department because it conflicts with RSA 193-E:2-a, V(b) since it expands the Learn Everywhere Program to include programs that would not grant credit if the programs would help a student make progress toward one or more of the student's annual goals set forth in his or her IEP.

The Board responded in a letter and amended rules dated August 8, 2019 containing various amendments to the Final Proposal.

At its meeting on October 17, 2019, the Committee voted, pursuant to RSA 541-A:13, V(f), to enter a final objection to Final Proposal 2019-5 as amended in the Objection Response, based on the first 3 bases for the preliminary objection which in the Committee’s view had remained. A copy of the final objection as it will appear in the October 24, 2019 New Hampshire Rulemaking Register has been enclosed.

At its meeting on October 17, 2019, the Committee also voted, pursuant to RSA 541-A:13, VII(b), to support the sponsorship of a joint resolution regarding Ed 1400 in the Objection Response for Final Proposal 2019-5. The vote to sponsor the joint resolution was made on the same grounds as for the final objection.

The Committee’s vote to sponsor the joint resolution also specified that the resolution:

1. Prohibit the Board from adopting Ed 1400 as contained in Objection Response 2019-5; and

2. Recommend that the General Court clarify that the rulemaking authority of the Board in RSA 193-E:2-a, V(b) does or does not give the Board authority to require that school districts grant credit for courses or programs when the district did not itself approve the curriculum. In other words, the General Court should clarify that the statute does or does not authorize the Board to force a school district to accept the credit if it chose not to.
Pursuant to RSA 541-A:13, VII(b) and (c), the vote to sponsor a joint resolution has the effect of preventing Ed 1400, as amended in the Objection Response, from being adopted and filed until:

- Final legislative action is taken, which is defined by RSA 541:1, VI-a as “the defeat of a joint resolution sponsored by the joint legislative committee on administrative rules pursuant to RSA 541-A:13, VII(b), in either the house or the senate, or the failure of the general court to override the governor’s veto of the joint resolution;”

- The passage of 20 business days of the start of the next legislative session, without the joint resolution being introduced;

- After the timely introduction of the joint resolution, the passage of 90 consecutive calendar days during which the General Court has been in session but without the joint resolution being defeated or passed;

- The passage of 90 consecutive calendar days in the next session if the General Court adjourns prior to the 60th calendar day after the joint resolution has been introduced; or

- The joint resolution becomes law and the substance of the joint resolution allows adoption.

If you have any questions regarding the effect of the Committee’s votes to make a final objection or to sponsor a joint resolution, please call me at 271-3680.

Sincerely,

Scott F. Eaton
Administrative Rules Director

Enc.

cc: Amanda Phelps, Administrative Rules Coordinator, Dept. of Education
Certified Final Objection No. 150 of the

Joint Legislative Committee on Administrative Rules

At its meeting on July 18, 2019, the Joint Legislative Committee on Administrative Rules (Committee) voted, pursuant to RSA 541-A:13, IV, to enter a preliminary objection to Final Proposal 2019-5 containing rules Ed 1400 of the Board of Education (Board) relating to the Learn Everywhere Program for high school graduation credit. The objection was based on the annotations to the Final Proposal by Committee staff and public testimony. The Board responded in a letter and rules dated August 8, 2019 containing various amendments to the Final Proposal.

At its meeting on October 17, 2019, the Committee voted, pursuant to RSA 541-A:13, V(f), to enter a final objection to Final Proposal 2019-5 as amended in the Objection Response. The final objection has been filed with the Director of the Office of Legislative Services for publication in the New Hampshire Rulemaking Register. The effect of a final objection is stated in RSA 541-A:13, VI:

After a final objection by the committee to a provision of a rule is filed with the director under subparagraph V(f), the burden of proof thereafter shall be on the agency in any action for judicial review or for enforcement of the provision to establish that the part objected to is within the authority delegated to the agency, is consistent with the intent of the legislature, is in the public interest, or does not have a substantial economic impact not recognized in the fiscal impact statement. If the agency fails to meet its burden of proof, the court shall declare the whole or portion of the rule objected to invalid. The failure of the committee to object to a rule shall not be an implied legislative authorization of its substantive or procedural lawfulness.

The following summarizes the bases for the Committee’s final objection. Further documentation, including the Board’s written response to the preliminary objection, Committee staff’s comments to the rules, and a transcript of the Committee meeting on October 17, 2019, is available from the Office of Legislative Services:

**Ed 1407.02(a)**

The Committee objected that Ed 1407.02(a) was, pursuant to Committee Rules 402.02(a) and 402.01(b), contrary to legislative intent, respectively, by violating the specific statute RSA 193-E:2-a, V(a) and the more general statutory purpose clause RSA 193-E:1, II.

A “Learn Everywhere Program” pursuant to Ed 1400 is a Board-approved alternative program for granting credit leading to high school graduation. Ed 1407.02 addresses the issuing of credit by school districts. Ed 1407.02(a) states that, “Notwithstanding Ed 306, schools shall accept at least 1/3, and may accept as much as 100 percent if approved by the superintendent, of the total number of credits required for high school graduation, if requested by a student pursuant to (c) below.” Ed 1407.02(c) requires the student who completed a program to submit a completion certificate to the high school where he or she wishes to be granted credit.
RSA 193-E:1, II on policy and purpose of RSA 193-E states:

“II. Respecting New Hampshire's long tradition of community involvement, it is the purpose of this chapter to ensure that appropriate means are established to provide an adequate education through an integrated system of shared responsibility between state and local government. In this system, the state establishes minimum standards for public school approval and academic standards for inclusion and delivery of education services at the local level. School districts have the responsibility and flexibility in implementing diverse educational approaches to instruction and curriculum tailored to meet student needs.” [emphasis added]

RSA 193-E:2-a, V(a) on substantive educational content of an adequate education states:

“(a) The general court requires the state board of education and the department of education to institute procedures for maintaining, updating, improving, and refining the minimum standards for public school approval for each area of education identified in paragraph I. Each school district shall be responsible for maintaining, updating, improving, and refining curriculum. The curriculum shall present educational goals, broad pedagogical approaches and strategies for assisting students in the development of the skills, competencies, and knowledge called for by the minimum standards for public school approval for each area of education identified in paragraph I. It is the responsibility of local teachers, administrators, and school boards to identify and implement approaches best suited for the students in their communities to acquire the skills and knowledge included in the curriculum, to determine the scope, organization, and sequence of course offerings, and to choose the methods of instruction, the activities, and the materials to be used.” [emphasis added]

The minimum school approval standards in the Board’s rules Ed 306 define various terms and describe how much credit a student must have in each subject area to graduate from a school in the state of New Hampshire. The Committee’s understanding from RSA 193-E and the rules in Ed 306 was that curriculum is what is completed to earn credit that would lead to graduation. The “curriculum” is what the schools use to facilitate the learning that leads to competency in an area and thus to the granting of credit. Thus, it appeared to the Committee that proposed rule Ed 1407.02(a) is contrary to legislative intent because it is the Board that is authorized by statute to dictate what minimum amount of credit must be earned by a student to allow him or her to graduate, but it is the school or school district that is authorized by statute to determine what curriculum is appropriate for the students in that community to use to earn the credit.

The Committee determined that, under the provisions of RSA 193-E, that to accept credit is to accept curriculum because curriculum is what leads to competency and thus credit.

The Board’s Objection Response letter disagreed with the Committee’s understanding of RSA 193-E and how credit is awarded. The Board also amended Ed 1402.02 by amending the definition of “competency” and adding a definition of “state competency.” As noted above, the
Committee found curriculum and credit in the context of RSA 193-E to be connected. The Board did not, for various reasons, which are addressed more fully in its Objection Response cover letter, including reliance on other RSAs which the Committee found were not applicable to the legislative intent of RSA 193-E:1, II and RSA 193-E:2, V(a). Under RSA 193-E it did not appear to the Committee that competencies, curriculum, and credit can be separated from each other in the way the Board asserted.

The Committee concluded that the statutory intent of both RSA 193-E:1, II and RSA 193-E:2-a, V(a) was to create a system of separate authority where the Board mandates the minimum standards for graduation, and the local school districts maintain the specific curriculum which dictates the credit needed for those minimum standards for graduation. The proposed rule Ed 1407.02(a), in requiring a school district to accept completion certificates for up to 1/3 of graduation credits from a Learn Everywhere Program, violates the statutes because it requires the school district to grant credit for curriculum it has not approved.

**Ed 1400**

The Committee objected that Ed 1400 as a whole, pursuant to Committee Rule 402.01(c), was contrary to legislative intent to the extent that Ed 1400 violates the overall purpose of RSA 193-E because the statute delegates to school districts the responsibility for the specific curriculum for which credit is granted.

It appeared to the Committee that the overall purpose of RSA 193-E was to create a system where the Board establishes the minimum academic standards and then the local school districts or schools establish the curriculum based on those minimum standards. It was understood by Committee that curriculum is what is completed to earn credit that would lead to graduation. The minimum standards describe how much credit a student must have in each subject area to graduate from a school in New Hampshire. The curriculum is what the schools use to facilitate the learning that leads to competency in an area and thus to the granting of credit. Therefore, the Committee determined that the purpose of RSA 193-E was to authorize the Board to create a system where the Board dictates what minimum amount of credit must be earned by a student to allow him or her to graduate, but the school or school district must determine what curriculum is appropriate for the students in that community to use to earn the credit.

The Board’s Objection Response letter disagreed with the Committee’s conclusions in a similar manner as with the objection to Ed 1407.02(a) but also asserted that the Committee’s objection to Ed 1400 in its entirety was “overly broad” and therefore “prevents the Board from effectively and substantively responding to concerns of the Committee.”

**Ed 1407.02(a)**

The Committee objected that Ed 1407.02(a) was, pursuant to Committee Rule 401.01(c), beyond the Board’s authority because RSA 193-E:2-a, V(b) does not give the Board authority to require a school district to grant credit for programs or courses when the school district did not itself approve the curriculum.
The rulemaking authority for the Board for Ed 1400 is in RSA 193-E:2-a, V(b), which states:

“(b) The state board of education shall adopt rules, pursuant to RSA 541-A, relative to the approval of alternative programs for granting credit leading to graduation.”

Based on the definitions in the Board’s rules Ed 306 governing minimum school approval standards, the Committee understood that competencies are what a student must demonstrate to show that he or she has the required understanding of a subject. Curriculum is what a school, course, or program uses to facilitate the student's learning to ensure he or she can achieve competency. Credit is the record keeping mechanism the school uses to show others that the student has completed the curriculum satisfactorily enough to meet the required competencies.

In the Committee’s view the essence of the Board’s argument that Ed 1407.02(a) is not beyond the Board’s authority is the following assertion in the Board’s Objection Response letter:

“The Board does not concede that RSA 193-E:2-a, V(b) delegates solely to school districts responsibility for specific curriculum, as JLCAR asserts. The plain language of RSA 193-E:2-a, V(b) gives the State Board power for 'approval of alternative programs for granting credit leading to graduation.' This is a mandate to require that the credits be accepted, otherwise they would not lead to graduation.”

The Committee determined that nowhere in RSA 193-E:2-a, V(b) is there a “mandate to require that the credits be accepted.” The statute only says that the Board shall adopt rules “relative to the approval of alternative programs for granting credit leading to graduation.” In the view of the Committee, the Board could create a system of approval for programs that would lead to credit for graduation that the schools could opt into using. The Board could also create rules that would set criteria for the schools to use to approve the alternative programs on their own that would grant credit leading to graduation.

The Committee determined that RSA 193-E:2-a, V(b), given the context of RSA 193-E as a whole, does not give the Board the authority it would like. In the view of the Committee, RSA 193-E:2-a, V(b) only allows the Board to approve alternative programs that would grant credit if the school district accepted it. It did not appear to the Committee to allow the Board to force the school district to accept the credit if it chose not to, and the Committee determined that the Board’s response did not explain adequately how the statute does give the Board this authority.
AGENDA ITEM I. CALL TO ORDER

The regular meeting of the State Board of Education was convened at 9:10 AM 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 Phil Nazzaro. Ann Lane 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

Sally Griffin led the pledge of allegiance.
AGENDA ITEM III. PUBLIC COMMENT

Albert St. Pierre, Charlestown Selectman, said his town voted to invoke RSA-195:25, which requires his committee to submit a plan to the State Board by November 1; however, the committee may need more time and requested an extension. It was suggested he submit the request in writing.

Bonnie Dunham, New Hampshire State Advisory Committee (SAC), asked how long the interim rule for special education teachers would be in effect and whether there would be a public hearing about it. Chairman Cline said the interim rule is in effect for six months and provides time before opening rulemaking. He emphasized that the interim rule is the same as the current rule so there are no changes.

Ms. Dunham also said she was disappointed to hear that Heather Gage would not be re-nominated because that meant there would be two vacant positions in the agencies that deal with education for children with disabilities. She noted this could create inconsistency and a lack of historical knowledge at the agency.
Jerry Frew, New Hampshire School Administration Association (NHSAA), asked the State Board to provide a timeline for each of the initial proposals presented at the meeting so NHSAA has a clear idea of when things will happen.

**AGENDA ITEM IV. PRESENTATIONS/REPORTS/UPDATES**

A. Timberlane Regional School District SAU 55 Withdrawal Plan

Sara Murdough, attorney for the SAU Withdrawal Committee, introduced Kim Farah, Chair of the Committee. Ms. Farah thanked the committee for the time they spent on the plan.

The committee cannot address potential liabilities in full since they are not payable at this point. Even then, apportionment changes are made on an annual basis, so they cannot be calculated until the new year begins. However, it is likely many employees will go to the Timberlane District, which means those liabilities would carry forward.

The withdrawal should be relatively simple because Timberlane owns all the assets, and there should not be a significant financial impact because Timberlane will maintain a majority of the SAU. Moreover, Hampstead supports the withdrawal by a vote of 7-1. There will need to be negotiations between the
boards regarding personnel and new staff may need to come on board to facilitate the transition to a new SAU.

Chairman Cline asked for clarification on how liabilities might be allocated and whether they will be negotiated in the future. Attorney Murdough said there is a plan in place to determine these allocations during the transition year. Ms. Farah noted that there are questions around long-term liabilities such as post-employment benefits, which could be paid all at once or in installments, but she expects Timberlane to accept the liability for those who move into their SAU.

Chairman Cline asked if the $6 million in pension liabilities were addressed. Ms. Farah said the district pays the liability until the employee retires or leaves for another district, so Timberlane will continue to pay that liability for the staff that join them.

Ms. Honorow said it was not clear which liabilities Timberlane would absorb. Ms. Farah pointed her to the appendix and noted they have decreased due to payouts but is paying out about $120,000 per year. Future payouts will be the responsibility of the SAU they join.

Ms. Honorow then asked for more information on the educational impact of the withdrawal, for which Timberlane did not provide much detail. Ms. Farah said
the committee has talked about it, but there isn’t much detail because the SAU is mainly a management function that has little involvement with educational support.

Dean Eggert, attorney for the Hampstead School District, introduced Caitlin Parnell, Chair, Hampstead District School Board; and Karen Yasenka, Vice Chair. He thanked the State Board for the opportunity to speak on behalf of his school district. He said that Hampstead supports the concept of withdrawal but is not yet supporting the plan without some modification. He asked that the State Board exercise its authority to approve the plan subject to the withdrawal committee providing an adequate plan to address assets and liabilities. The current plan does not include a fiscal analysis or a plan for the disposition of such liabilities as net pension or retirement liabilities.

Chairman Cline asked if there was any objection to the brief statement Ms. Farah just made regarding educational impact. Attorney Eggert replied that Hampstead is prepared to deal with the educational impact and meet its students needs post-withdrawal.

Ms. Chagnon asked what would happen if the withdrawal is approved but Hampstead does not approve of the proposed plan. Attorney Eggert said the State Board could indicate that will approve the withdrawal upon receipt of a plan that adequately addresses liabilities.
Chairman Cline said Timberlane laid out a complete budget, which includes how liabilities would be apportioned, and asked if that was adequate. Attorney Eggert said it reads like a proposed operating budget going forward but does not provide sufficient detail about the liabilities the budget assumes.

Ms. Honorow recommended sending the plan back to Timberlane asking them to create a more specific plan on how liabilities will be handled. Ms. Farah said this would require reassembling the committee, re-voting and holding another public hearing, and it may not be possible to do it in the timeframe needed. Ms. Honorow said her understanding is that the statute requires the committee to meet and write the plan, but not another hearing. Attorney Eggert concurred that that was his understanding as well.

MOTION: Helen Honorow made the following motion, seconded by Cindy Chagnon, that the State Board of Education return the withdrawal plan to the Timberlane Regional School District to address the deficiencies in the plan, which do not sufficiently address the liabilities.

VOTE: The motion was approved by unanimous vote of the Board with the Chairman abstaining.

B. Students/Capital City Charter School - SB-FY-19-01-007/SB-FY-19-01-008
Stephen Berwick, NHDOE, Coordinator, Dispute Resolution and Constituent Complaints, spoke to the State Board and indicated that the parties wish to withdraw and enter into mediation.

Chairman Cline said he was concerned that the mediation documents provided do not address the student complaint, only the access to records, so it is not clear what was discussed or whether the mediation addressed the parent’s issue. Chairman Cline noted that it seems the parent’s issue is still unresolved and still subject to a hearing.

It was noted that the agreement signed by both parties indicated they were entering a mediation in order to avoid a hearing.

Chairman Cline said the State Board is concerned that approving the mediation could take away the parent’s right to a hearing. Mr. Berwick said he sensed the matter could be dismissed without prejudice, which means the parent could bring the issue back before the State Board. Ms. Honorow said the materials the State Board received only included the final decision, which did not resolve the underlying issue. Mr. Berwick said NHDOE receives all the correspondence between the parties and his office, but the hearing officer did not include the emails between her and the parties, and will look into this matter.
Ms. Griffin said the State Board received a signed agreement, which implies both parties were satisfied with the solution. Mr. Berwick said most mediated agreements include a paragraph indicating the resolution nullifies all other issues. That paragraph does not appear in this agreement, so it is possible the underlying issue was not made clear until the mediation process.

MOTION: Phil Nazzaro made the following motion, seconded Sally Griffin, that the State Board of Education deny the hearing officer’s recommendation (because the materials presented do not address whether the parent’s complaint was addressed and satisfied) and send the report back to the hearing officer.

VOTE: The motion was approved by unanimous vote of the Board with the Chairman abstaining.

AGENDA ITEM V. PUBLIC HEARINGS

A. Ed 1119.01, Confidentiality Requirements and Record Retention

Chairman Cline opened the hearing at 10:00 AM.

Ms. Bonnie Dunham noted that, at the October 2 meeting, SAC had requested that two sub-paragraphs be added to Ed 1119.01(c). The first would
make adult students eligible as defined in 20 USC 1232g(d). The second would allow documentation of a student’s disability, which is in the student’s educational record, to be used to demonstrate eligibility for any reasonable accommodation to which the child may be entitled in postsecondary education and employment.

Ms. Chagnon said she admires Ms. Dunham for her hard work and her advocacy and dedication.

Chairman Cline closed the public hearing at 10:35 AM.

AGENDA ITEM VI. COUNCIL FOR TEACHER EDUCATION (CTE)

A. One (1) year extension of all of Keene State College’s educator preparation programs

Melinda Treadwell, President, Keene State College, requested a one-year extension of the educator preparation program review. She introduced Kirsti Sandy, Dean, School of Arts, Education and Humanities; and Tanya Sturtz, Associate Dean, and then presented an overview of Keene’s programs.

Ms. Treadwell explained that the extension is necessary due to structural deficits and other disruptions. The school has adopted a three-year strategic plan, which includes major realignments involving accreditation and other areas, and the
extension will enable it to complete these realignments and then realign the programs accordingly.

Ms. Honorow asked what the school will do to send status updates to CTE and NHDOE and ensure continuous improvement and evaluation. Ms. Treadwell said the school has put in place a data aggregation system to verify and validate student success. It also has a long history of being transparent about its challenges and progress, and that will not change. Chairman Cline thanked Ms. Treadwell for her directness.

MOTION: Cindy Chagnon made the following motion, seconded by Sally Griffin, that the State Board of Education grant a one-year extension of Keene State College’s education preparation programs from August 31, 2021 to August 31, 2022.

VOTE: The motion was approved by unanimous vote of the Board with the Chairman abstaining.

AGENDA ITEM VII. LEGISLATIVE UPDATES

A. INITIAL PROPOSAL ~ Ed 501-Ed 504 – Credential Standards for Educational Personnel
Amanda Phelps, NHDOE, Administrative Rules Coordinator, explained that these rules contain clarifying definitions in response to the rule changes in other Ed 500 rules.

Ms. Honorow asked what the amendment to the G credential means. Amanda replied that there are multiple authorizations that lead to eligibility to teach, so the language ensures all those authorizations are included. She said she will remove “statement” from the first line.

MOTION: Cindy Chagnon made the following motion, seconded by Phil Nazzaro, that the State Board of Education approve Ed 501-Ed 504, Credential Standards for educational Personnel, as amended.

VOTE: The motion was approved by unanimous vote of the Board with the Chairman abstaining.

B. INITIAL PROPOSAL – Ed 505 – How to Obtain a NH Educator License

Ms. Phelps noted that this proposal has been edited to reflect feedback from the previous meeting. The biggest change is how the Professional Standards Board (PSB) handles credential applications. Mr. Page Tompkins, Executive Director & Faculty, Upper Valley Educators, said the revision covers the different
methods for obtaining a license but removes redundancies and makes the requirements clearer.

Ms. Honorow asked for clarification on the PSB motion. Mr. Tompkins said there was not enough time to gather insight on how changes would affect each person or district individually. As a result, it is hard to predict the unintended consequences, so the PSB took steps to acknowledge that but still approve the draft.

Ms. Honorow asked how the PSB and other stakeholders would get the information they need to understand the impact of these processes before the public hearing. It was explained that it has been shared with CTE, and their concerns will be raised in a public hearing (although the CTE is happy with the direction the proposal is taking). Mr. Tompkins said there have been no changes to the options or the basic structures, only clarification. The PSB is not saying there will not be changes going forward, but this proposal covers a broader process for thinking through the quality of each of these pathways.

Ms. Honorow asked if the State Board will get recommendations in addition to proposed rule changes. Mr. Tompkins said it will, but the current recommendations were approved based on the old pathways. The PSB will redraft them and vote on them at the November meeting.
Ms. Honorow then asked for a definition of unintended consequences without broader consultation. Mr. Steve Appleby, NHDOE, Administrator, Bureau of Credentialing recounted a previous process in which every technical fix resulted in the need for further clarification, which required reaching out to consultants and other stakeholders for guidance. Since there were unintended consequences in that process, it is likely the same will occur with this process.

Ms. Honorow recapped the discussion made at the previous meeting regarding changes that could be more substantial than structural. Mr. Tompkins noted that the committee made numerous changes since the last Board meeting and did its best to only add clarifications without changing the substance of the process. Ms. Griffin said she appreciates the PSB and Bureau's efforts, and Chairman Cline thanked them for taking on this task.

MOTION: Cindy Chagnon made the following motion, seconded by Kate Cassady, that the State Board of Education approve Ed 505 How to Obtain a NH Educator License.

VOTE: The motion was approved by a 4-1 vote with the Chairman abstaining.
C. INITIAL PROPOSAL – Ed 506-Ed 508 – Requirements for Specific Endorsements

Ms. Phelps explained that these are revisions to the endorsement requirements for administrators, teachers and educational and instructional specialists.

MOTION: Cindy Chagnon made the following motion, seconded by Sally Griffin, that the State Board of Education approve Ed 506-Ed 508 Requirement for Specific Endorsements.

VOTE: The motion was approved by unanimous vote of the Board with the Chairman abstaining.

D. INITIAL PROPOSAL ~ Ed 509, Ed 512 & Ed 513 – Renewal Requirements and Denial of Credentials

Ms. Phelps noted that these rules include technical fixes and reorganization of the rules.

MOTION: Cindy Chagnon made the following motion, seconded by Sally Griffin, that the State Board of Education approve Ed
509, Ed 512 and Ed 513 Renewal Requirements and Denial of Credentials.

VOTE: The motion was approved by unanimous vote of the Board with the Chairman abstaining.

E. INITIAL PROPOSAL – Ed 321 – School Building Aid

The proposal was amended to clarify the application and disbursement processes for building aid. Some Board members asked whether landscaping is covered in the new definitions. Amanda said she could get clarification.

Chairman Cline asked for clarification of the process to receive building aid. It was explained that there have been times when the school requests building aid before it is approved by a local vote, or the request and the vote happen simultaneously. However, aid cannot be paid without the approval from NHDOE.

Ms. Griffin asked why utilities and computers were removed from covered costs, except for computers that run certain building systems. It was noted that the proposal only covers the cost of building a physical property and anything that is integral to the operation of the building.
MOTION: Cindy Chagnon made the following motion, seconded by Phil Nazzaro, that the State Board of Education adopts the initial proposal for Ed 312 School Building Aid.

VOTE: The motion was approved by unanimous vote of the Board with the Chairman abstaining.

F. INITIAL PROPOSAL ~ Ed 507.40 & Ed 507.41 – General Special Education Teacher

Ms. Phelps noted that these rules were approved about four years ago and then the State received a grant from the Center for Education Excellence and an alignment to work on revisions of the standards. Ultimately, the PSB kept the K-12 certification structure but revised the special education rules.

Ms. Chagnon asked what the committee was trying to accomplish with the revisions. It was explained that the committee was originally going to do one set of standards, but soon realized each change would have long-term implications, so it revised all the rules to ensure consistency and eliminate redundancies.

Ms. Honorow asked what was done with different stakeholders. It was noted that the committee met with special education administrators, certified teachers, parents and other groups to solicit feedback. Ms. Honorow then asked
how this proposal would reach people who may want to attend the public hearing.

It was explained that the NHDOE has a mechanism to alert stakeholders about the hearing, including superintendents.

Chairman Cline asked for several changes to be made:

- Page 2 and Page 10: language defining medical diagnoses of sensory disabilities was replaced with language about diversity, families, gender and society. The current rule requires teacher prep programs to teach about these matters, including origins of disabilities, and taking it out of the rule might remove the need to cover it. He recommended addressing it in some way, such as adding “biological” to the list of factors that are relevant to educating students with disabilities.

- Page 2, Paragraph f: Understanding the student’s condition and its impact on learning was replaced by understanding the theoretical concept of least restrictive environment. He wants educators to understand both and for the rule to reflect that.

- Page 3: The revision talks about promoting access and equity, but the language about the goal of encouraging academic success should be added back into the text.

- Page 12, Paragraph 5: Clarify the language so educators know they are only required to choose the right language to administer assessments and not in every language.
MOTION: Cindy Chagnon made the following motion, seconded by Kate Cassady, that the State Board of Education approve Ed 507.40 and Ed 507.41, General Special Education Teacher.

VOTE: The motion was approved by unanimous vote of the Board with the Chairman abstaining.

G. ADOPTION - Ed 505.01-Ed 505.05 – Pathways to Certification (Interim Rule)

MOTION: Cindy Chagnon made the following motion, seconded by Sally Griffin, that the State Board of Education adopt the interim rule for Ed 505.01-Ed 505.05, Pathways to Certification.

VOTE: The motion was approved by unanimous vote of the Board with the Chairman abstaining

H. ADOPTION ~ Ed 507.40 & Ed 507.41 – General Special Education Teacher (Interim Rule)
Ms. Phelps explained that this rule adopts the current rules for another 180 days. The rule would go into effect tomorrow and would allow the Bureau to start issuing licenses again. Ms. Honorow asked the department, per Jerry Frew’s request, to clarify when rules go into effect and for how long and record them in the minutes.

**MOTION:** Cindy Chagnon made the following motion, seconded by Sally Griffin, that the State Board of Education adopts the interim rules for Ed 507.40 and Ed 507.41, Special Education Teacher Requirements.

**VOTE:** The motion was approved by unanimous vote of the Board with the Chairman abstaining.

I. **EMERGENCY RULE ~ Ed 1307 – Robotics Education Fund**

It was explained that the application period to receive these funds ran from September 1 through 30, but the budget was not approved until after that time. This rule is meant to remove some of the requirements that prevent the disbursement of these funds.

Ms. Honorow asked why the requirement to only use the funds for stipends was changed, and why it is considered an emergency. Commissioner Edelblut said
the earlier draft was not in line with the changes to the RSA. It is considered an emergency so schools can receive the funding in the Fall.

Ms. Honorow asked how schools will be notified of these changes. Commissioner Edelblut noted that the application process will begin as soon as the rule is passed.

**MOTION:** Cindy Chagnon made the following motion, seconded by Kate Cassady, that the State Board of Education adopts Emergency rule Ed 1307, Robotics Education Fund.

**VOTE:** The motion was approved by unanimous vote of the Board with the Chairman abstaining.

**J. EMERGENCY RULE ~ Ed 322.09 – School Lease Aid**

The current rule requires schools to bid for two leases before they can bring plans to NHDOE. Normally, NHDOE would accept applications in January, but there was no aid available at the time. Now that aid is available, the NHDOE deemed it unreasonable to ask schools to retroactively meet this requirement. This rule is meant to waive that requirement.
MOTION: Phil Nazzaro made the following motion, seconded by Sally Griffin, that the State Board of Education adopts Emergency rule Ed 322.09, School Lease Aid.

VOTE: The motion was approved by unanimous vote of the Board with the Chairman abstaining.

AGENDA ITEM III. COMMISSIONER’S UPDATE

Personnel Changes

- The Bureau of Credentialing has made great strides to streamline processes and as a result is retiring its folding machine after 30 years of service.
- Laura Stoneking has replaced Ashlee Stetser as the Administrator, Bureau of Educator Preparation and Higher Education.
- The search is still underway for a new attorney because the top pick accepted another position.
- The top candidate for a special education position withdrew from consideration, so the committee is considering the second choice and has reposted the position.
- Heather Gage will not be reappointment, so the NHDOE is actively recruiting to replace her.
Ms. Honorow expressed concern about the long time needed to fill positions and asked if there was a way to continue Ms. Gage’s position. Commissioner Edelblut said it is possible, depending on whether Ms. Gage wants to continue.

**Credentials**

Amid the discovery that a few administrators in the Concord district did not have the necessary credentials, NHDOE is working to make sure credentials are validated. Ms. Honorow asked what oversight NHDOE might have in verifying credentials. Commissioner Edelblut explained that the department is notified when someone is hired and monitors when someone works in areas outside their credentials, but the lack of credentials would not be reported in the system.

Mr. Nazzaro asked if it was possible for NHDOE to be a check on this. Commissioner Edelblut said some positions do not require credentials, but it causes a problem when someone falsely claims to have credentials. He explained that there is a rule in place that requires superintendents to verify credentials for those they employ.

**Capital City Charter School**

At the September meeting, the State Board had asked the school to come back to present an update, but there has not been much progress since then.
Commissioner Edelblut recommended meeting with them soon, possibly November, so they can explain the situation.

**Medicaid to Schools Programs**

New Hampshire passed laws that expanded the ability to provide Medicaid services in schools. Since the laws went into effect, Health and Human Services (HHS) ran an audit and found some schools were not getting prior authorization for services or not using qualified providers to offer the services.

To remedy this situation, emergency rules were put in place to restrict who is allowed to provide those services. This caused a disruption because schools will no longer receive reimbursements for those services. The NHDOE is working to address this by creating funds for those services or finding alternatives to providing them, and by trying to mitigate the impact on students who thought they were receiving needed services but were not.

**Math Learning Communities**

There are two bills on the matter. The first, 1761, requires the Commissioner to create a task force to look at math learning communities. That task force was created and presented a report to the legislature that recommended spending
$200,000 to reconstitute some of the curricular activities and providing teacher training. The bill is currently going through the state senate.

AGENDA ITEM IX. APPOINTMENTS

A. Commissioner’s Consultation with the State Board of Education (RSA 21-N:3, II)

Commissioner Edelblut nominated Stephen Appleby to serve as Division Director for Educator Support Programs and Higher Education and asked the Board for their input.

Chairman Cline said he has worked with Mr. Appleby in the past and knows he takes a very careful approach with everything.

AGENDA ITEM X. OPEN BOARD DISCUSSIONS

Ms. Honorow said she received the JLCAR response to Learn Everywhere (LE) but was unable to review it and expressed concern about the lack of time given to evaluate it. Commissioner Edelblut noted that JLCAR only sent the response late Friday after weeks of waiting, so the entire State Board is reviewing it.
The Commissioner will attend the JLCAR meeting on October 17 and will address JLCAR’s remaining objections. The State Board does not need to respond, but the board does need to know how JLCAR will respond so it can take the proper action at the November meeting. If JLCAR makes another objection, Commissioner Edelblut will present it to the Board at the next meeting.

Ms. Honorow said her objection is that she does not have time to decide whether she agrees with the board’s response. Commissioner Edelblut said the State Board filed a preliminary objection, and he will be at the meeting to defend that.

**AGENDA ITEM XI. OLD BUSINESS**

A. Appeal of Rye School District Update

The Supreme Court has agreed to hear the appeal.

**MicroSociety**

Chairman Cline said the school removed the “Tuition-Free” sign from the grounds, but it is still posted on their website. When Chairman Cline asked for an explanation, the head of the school said she wanted to make sure parents knew it was an academy and not a private school. He recommended they change the language to “public charter school”.

October 10, 2019
Ms. Honorow reminded board members that MicroSociety had said it had a long waiting list but still has a sign saying space is available. Chairman Cline said he took that to mean the expansion would allow the school to accept more students on the wait list, but he would contact the head of the school for clarification.

AGENDA ITEM XIII. CONSENT AGENDA

A. Minutes of September 12, 2019

The Board asked for two clarifications:

- Page 4745: Change “Mr. Robin” to “Mr. Tobin”
- Page 4744, Paragraph 3: Check whether “$20 per square mile” is an accurate description or a hypothetical example
- Page 4750, last paragraph: Change “no having a GPA” to “not having a GPA”

MOTION: Cindy Chagnon made the motion, seconded by Kate Cassady, to approve the minutes of September 12, 2019 as amended.

VOTE: The motion was approved by unanimous vote of the Board with Phil Nazzaro and the Chairman abstaining.
AGENDA ITEM XIV. ADJOURNMENT

MOTION: Helen Honorow made the motion, seconded by Cindy Chagnon, to adjourn the meeting at 1:45 PM.

VOTE: The motion was approved by unanimous vote of the Board with the Chairman abstaining.

_____________________________  
Secretary
EXECUTIVE SUMMARY OF WITHDRAWN CASES

1. Student/Rivendell School District – SB-FY-20-09-002
   Issue: Manifest Educational Hardship
   Outcome: Withdrawal of parent appeal to State Board.
   Action Needed by State Board: None

2. Student/Pinkerton Academy – SB-FY-19-06-018
   Issue: Bullying
   Outcome: Withdrawal of parent appeal to State Board.
   Action Needed by State Board: None

3. Educator/NHDOE – SB-FY-20-08-001
   Issue: Revocation of Credential
   Outcome: Withdrawal of appeal to State Board
   Action Needed by State Board: None
From:
Jaffrey-Rindge Cooperative School District Separation Committee

Date:
October 10, 2019

To:
New Hampshire Department of Education- Board of Education
101 Pleasant Street
Concord, NH 03301-3860

On March 12, 2019 during the annual election, the voters in the town of Rindge passed Article 23 by a vote of 620-Yes to 431-No. Article 23 is a warrant article submitted by petition that reads as follows:

Shall the Town vote to request pursuant to RSA 195:25 that the Jaffrey-Rindge Cooperative School Board initiate a study of the feasibility and suitability of a plan for dissolution of the cooperative school district? Issues to be considered shall include, but not be limited to, the process for ongoing education following dissolution, maintenance of student records, employment, ongoing liability, capital issues, bond issues, and disposition of district properties.

As prescribed by RSA 195:25, a committee was formed, and the first meeting was held on April 18, 2019. Subsequently, the Jaffrey-Rindge Cooperative School District Separation Committee has held bi-weekly public meetings in order to gather data to support a recommendation to the towns of Rindge and Jaffrey and the Department of Education. The committee has now reached the 180-day due date for its recommendation.

At its meeting on October 1, 2019, with all members present, the Jaffrey-Rindge Cooperative School District Separation Committee agreed by a vote of 7-Yes, 0-No, with 0 Abstentions that more time and information are needed to make a determination.

The committee has made progress in investigating and evaluating options for the continued education of Rindge students that are available and has produced partial preliminary cost estimates on the impact of withdrawal for the town of Rindge. However, the committee feels that more information is needed in the following areas including:

1. Increased detail in current cost estimates to support a recommendation for the cost of withdrawal due to disposition of property, special education services, transportation, and to operate a School Administrative Unit (SAU) office.
2. The plan for the continued education of Jaffrey students and associated costs.
The Jaffrey-Rindge Cooperative School District Separation Committee is committed to continuing its work so that it is able to provide a recommendation and complete report of its findings in advance of the next 180-day deadline.

Respectfully Submitted,

Mr. Christopher Ratcliffe- Rindge (Chair)

Mr. Charles Eicher- JRCSD- Rindge

Mrs. Marcea Gustafson-Belletete JRCSD- At-Large

Mrs. Paula (Candy) Phillips- Rindge

Ms. Roberta Oeser- Selectman- Rindge

Mr. Jack Belletete- Selectman- Jaffrey

Mr. John McCarthy- JRCSD- Jaffrey
Addendum
to
Tuition Agreement Between

[insert name of the parties to the agreement]

The State Board of Education acknowledges the approval of this tuition agreement at their [insert date] meeting.

______________________________  __________________________
Drew Cline, Chairman                     Date
September 24, 2019

Mr. Frank Edelblut, Commissioner of Education
NH Department of Education
101 Pleasant Street
Concord, NH 03301

Dear Commissioner Edelblut:

Enclosed please find the following original tuition agreements for your approval and signature for school year 2019-2020.

   Bath and Haverhill Cooperative
   Benton and Haverhill Cooperative
   Piermont and Haverhill Cooperative

Please contact me if you should have any questions or concerns.

Thank you for your attention to this matter.

Sincerely,

Carol A. Smith
Administrative Assistant

/cs

Enclosure
TUITION AGREEMENT  
HAVERHILL COOPERATIVE AND PIERMONT  
SCHOOL DISTRICTS  

THIS AGREEMENT entered into as of the 21st day of May 2019 by and between the  
Pieumont School District (Pieumont), located in the County of Grafton and the State of New Hampshire, and the  
Haverhill Cooperative School District (Haverhill), located in the County of Grafton and the State of New  
Hampshire.  

WITNESSETH THAT  

WHEREAS said Pieumont School District, which does not maintain a high school, is desirous of having  
certain of its students, who seek a high school education, attend high school in said Haverhill Cooperative  
School District, and has authorized its School Board to enter into a contract therefore on the terms and  
conditions hereinafter set forth; and  

WHEREAS said Haverhill Cooperative School District maintains a high school approved by the State  
of New Hampshire Board of Education and bound by their rules and regulations, through its School Board, is  
willing to receive certain students from outside the district and to afford them the complete course of instruction  
now given in its high school;  

NOW, THEREFORE, in consideration of the promise and of the mutual covenants and agreement  
hereinafter set forth it is mutually covenanted and agreed as follows:  

1. This agreement shall become effective upon signing and shall remain in effect through school year  

2. Should either of the parties wish to extend this agreement beyond the 2019-2020 school year,  
written notice should be given the other party on or before January of the contract year. Any extension may be  
subject to renegotiation and mutual agreement.  

3. Haverhill agrees to accept Pieumont students as tuition students in Haverhill School District schools,  
grades 9-12. Such accepted students shall be subject to the rules and regulations pertaining to all Haverhill  
students. Haverhill further agrees to make available for such high school students facilities and a program of  
studies comparable in quality to that presently existing.  

4. All Pieumont students in attendance shall be given equal opportunity with Haverhill students to  
participate in all school programs and activities.  

5. Special Education placement of disabled students will be in accordance with State law and  
regulations.  

6. Pieumont agrees to pay Haverhill tuition ($15,709.00 for high school) less 4% if at least 50% of the  
eligible students attend Haverhill Schools; less 5% if at least 60% of the eligible students attend, less 6% if at  
least 70% of the eligible students attend, less 7% if at least 80% of the eligible students attend, less 8% if at  
least 90% of the eligible students attend. If 100% of the eligible students attend Haverhill schools, Pieumont  
shall pay Haverhill tuition less 10%. Haverhill agrees to give Pieumont a 2% discount if annual tuition costs are  
over $400,000.  

7. The term "eligible Pieumont students" as used above shall mean those Pieumont students enrolled  
in regular public school classes in grade 9-12. The term shall not include educationally disabled children or  
students attending non-public schools.
8. Piermont shall be responsible for the actual cost of special education services, which exceed the average cost of services available to all non-coded Haverhill and Piermont students. Piermont shall be solely responsible for all educationally related services and all other extraordinary costs of special education.

9. Haverhill Cooperative School District shall be responsible for the identification, referral and routine screening of any Piermont student who may need special educational services. Piermont School District shall be invited to all IEP team meeting and attend such meetings at a mutually agreed time and place. Piermont School District shall have the final say as the Local Educational Agency (LEA) in making final decisions as to program and placement.

10. A special education surcharge of $5,533 will be charged for any Piermont student enrolled in the Life Skills Integration Program at WHS. If a student attending this program requires a full time IA, the surcharge will be reduced to $2,500.

11. Piermont shall pay over to the Treasurer of the Haverhill Cooperative School District in a timely fashion all tuition payments and assessed special education costs. Tuition will be billed on a quarterly basis and is due and payable within 30 days.

12. If, at the end of the school year, a refund is due the Piermont School District for overpayment of tuition or assessed special education costs, Haverhill may pay to the Treasurer of the Piermont School District any excess payments on or before June 30 of the school year in which said costs were paid or credit the Piermont School District toward the next years cost.

13. Any Piermont student in attendance in Haverhill schools at the time this Agreement may be terminated or expires will be accepted by Haverhill in return for timely payment of tuition in accord with the payment schedule set out above, at tuition rates which will be established annually, until the normal expected time of graduation for each student's class.

IN WITNESS WHEREOF, the parties hereto, acting by their respective School Boards, have executed this agreement in duplicate by the Chairperson or other duly authorized officer thereof as the day and year first above written.

PIERMONT SCHOOL DISTRICT

By: [Signature]
School Board Chair

Date: 5/21/19

HAVERHILL COOPERATIVE SCHOOL DISTRICT

By: [Signature]
School Board Chair

Date: 5/13/19

NH COMMISSIONER OF EDUCATION

By: Frank Edelblut, Commissioner of Education

Date: __________
TUITION AGREEMENT
HAVERHILL COOPERATIVE AND BENTON
SCHOOL DISTRICTS

THIS AGREEMENT entered into as of the 13th of May, 2019 by and between the Benton School District (Benton), located in the County of Grafton and the State of New Hampshire, and the Haverhill Cooperative School District (Haverhill), located in the County of Grafton and the State of New Hampshire.

WITNESSETH THAT

WHEREAS said Benton School District, which does not maintain a school, and is desirous of having its students attend school in said Haverhill Cooperative School District, and has authorized its School Board to enter into a contract therefore on the terms and conditions hereinafter set forth; and

WHEREAS said Haverhill Cooperative School District maintains schools approved by the State of New Hampshire Board of Education and bound by their rules and regulations, through its School Board, is willing to receive certain students from outside the district and to afford them the complete course of instruction now given in its schools;

NOW, THEREFORE, in consideration of the promise and of the mutual covenants and agreement hereinafter set forth it is mutually covenanted and agreed as follows:

1. This agreement shall become effective upon signing and shall remain in effect through school year 2019-2020.

2. Should either of the parties wish to extend this agreement beyond the 2019-2020 school year, written notice should be given the other party on or before January of the contract year. Any extension may be subject to renegotiation and mutual agreement.

3. Haverhill agrees to accept Benton students as tuition students in Haverhill School District schools, grades K-12. Such accepted students shall be subject to the rules and regulations pertaining to all Haverhill students. Haverhill further agrees to make available for such high school students facilities and a program of studies comparable in quality to that presently existing.

4. All Benton students in attendance shall be given equal opportunity with Haverhill students to participate in all school programs and activities.

5. Special Education placement of disabled students will be in accordance with State law and regulations.

6. Benton agrees to pay Haverhill tuition ($15,709.00 for high school, $14,659.00 for grades 4-6 in middle school, and $14,344.00 for grades K-3) less 4% if at least 50% of the eligible students attend Haverhill Schools; less 5% if at least 60% of the eligible students attend, less 6% if at least 70% of the eligible students attend, less 7% if at least 80% of the eligible students attend, less 8% if at least 90% of the eligible students attend. If 100% of the eligible students attend Haverhill schools, Benton shall pay Haverhill tuition less 10%. Haverhill agrees to give Benton a 2% discount if annual tuition costs are over $400,000. Transportation costs for Benton students will be the responsibility of the Benton School District.

7. The term "eligible Benton students" as used above shall mean those Benton students enrolled in regular public school classes in grades K-12. The term shall not include educationally disabled children or students attending non-public schools.

8. Benton shall be responsible for the actual cost of special education services, which exceed the average cost of services available to all non-coded Haverhill and Benton students. Benton shall be solely responsible for all educationally related services and all other extraordinary costs of special education.
9. A special education surcharge of $5,533 will be charged for any Benton student enrolled in the Life Skills Integration Program at WHS. If a student attending this program requires a full time IA, the surcharge will be reduced to $2,500.

10. Haverhill shall be responsible for the identification, referral and routine screening of any Benton student who may need special educational services. Benton shall be invited to all IEP team meeting and attend such meetings at a mutually agreed time and place. Benton shall have the final say as the Local Educational Agency (LEA) in making final decisions as to program and placement.

11. Benton shall pay over to the Treasurer of the Haverhill Cooperative School District in a timely fashion all tuition payments and assessed special education costs. Tuition will be billed on a quarterly basis and is due and payable within 30 days.

12. If, at the end of the school year, a refund is due Benton School District for overpayment of tuition or assessed special education costs, Haverhill may pay to the Treasurer of the Benton School District any excess payments on or before June 30 of the school year in which said costs were paid or credit the Benton School District toward the next years cost.

13. Any Benton student in attendance in Haverhill schools at the time this Agreement may be terminated or expires will be accepted by Haverhill in return for timely payment of tuition in accord with the payment schedule set out above, at tuition rates which will be established annually, until the normal expected time of graduation for each student's class.

IN WITNESS WHEREOF, the parties hereto, acting by their respective School Boards, have executed this agreement in duplicate by the Chairperson or other duly authorized officer thereof as the day and year first above written.

BENTON SCHOOL DISTRICT

By: [Signature]
School Board Chair
Date: 4/24/19

HAVERHILL COOPERATIVE SCHOOL DISTRICT

By: [Signature]
School Board Chair
Date: 5/13/19

NH COMMISSIONER OF EDUCATION

By: ______________________________
Frank Edelblut, Commissioner of Education
Date: _______
TUITION AGREEMENT
HAVERHILL COOPERATIVE AND BATH
SCHOOL DISTRICTS

THIS AGREEMENT entered into as of the 23rd day of May 2019 by and between the Bath School District (Bath), located in the County of Grafton and the State of New Hampshire, and the Haverhill Cooperative School District (Haverhill), located in the County of Grafton and the State of New Hampshire.

WITNESSETH THAT

WHEREAS said Bath School District, which does not maintain a high school, is desirous of having certain of its students, who seek a high school education, attend high school in said Haverhill Cooperative School District, and has authorized its School Board to enter into a contract therefore on the terms and conditions hereinafter set forth; and

WHEREAS said Haverhill Cooperative School District maintains a high school approved by the State of New Hampshire Board of Education and bound by their rules and regulations, through its School Board, is willing to receive certain students from outside the district and to afford them the complete course of instruction now given in its high school;

NOW, THEREFORE, in consideration of the promise and of the mutual covenants and agreement hereinafter set forth it is mutually covenanted and agreed as follows:

1. This agreement shall become effective upon signing and shall remain in effect through school year 2019-2020.

2. Should either of the parties wish to extend this agreement beyond the 2019-2020 school year, written notice should be given the other party on or before January of the contract year. Any extension may be subject to renegotiation and mutual agreement.

3. Haverhill agrees to accept Bath students as tuition students in Haverhill School District schools, grades 7-12. Such accepted students shall be subject to the rules and regulations pertaining to all Haverhill students. Haverhill further agrees to make available for such high school students facilities and a program of studies comparable in quality to that presently existing.

4. All Bath students in attendance shall be given equal opportunity with Haverhill students to participate in all school programs and activities.

5. Special Education placement of disabled students will be in accordance with State law and regulations.

6. Bath agrees to pay Haverhill tuition ($15,709.00 for high school and $14,659.00 for middle school) less 4% if at least 50% of the eligible students attend Haverhill Schools; less 5% if at least 60% of the eligible students attend, less 6% if at least 70% of the eligible students attend, less 7% if at least 80% of the eligible students attend, less 8% if at least 90% of the eligible students attend. If 100% of the eligible students attend Haverhill schools, Bath shall pay Haverhill tuition less 10%. Haverhill agrees to give Bath a 2% discount if annual tuition costs are over $400,000. Bath agrees to be responsible for the transportation of their eligible students.

7. The term "eligible Bath students" as used above shall mean those Bath students enrolled in regular public school classes in grade 7-12. The term shall not include educationally disabled children or students attending non-public schools.
8. Bath shall be responsible for the actual cost of special education services, which exceed the average cost of services available to all non-coded Haverhill and Bath students. Bath shall be solely responsible for all educationally related services and all other extraordinary costs of special education.

9. A special education surcharge of $5,533 will be charged for any Bath student enrolled in the Life Skills Integration Program at WHS. If a student attending this program requires a full time IA, the surcharge will be reduced to $2,500.

10. Haverhill Cooperative School District shall be responsible for the identification, referral and routine screening of any Bath student who may need special educational services. Bath School District shall be invited to all IEP team meetings and attend such meetings at a mutually agreed time and place. Bath School District shall have the final say as the Local Educational Agency (LEA) in making final decisions as to program and placement.

11. Bath shall pay over to the Treasurer of the Haverhill Cooperative School District in a timely fashion all tuition payments and assessed special education costs. Tuition will be billed on a quarterly basis and is due and payable within 30 days.

12. If, at the end of the school year, a refund is due the Bath School District for overpayment of tuition or assessed special education costs, Haverhill may pay to the Treasurer of the Bath School District any excess payments on or before June 30 of the school year in which said costs were paid or credit the Bath School District toward the next year’s cost.

13. Any Bath student in attendance in Haverhill schools at the time this Agreement may be terminated or expires will be accepted by Haverhill in return for timely payment of tuition in accord with the payment schedule set out above, at tuition rates which will be established annually, until the normal expected time of graduation for each student’s class.

IN WITNESS WHEREOF, the parties hereto, acting by their respective School Boards, have executed this agreement in duplicate by the Chairperson or other duly authorized officer thereof as the day and year first above written.

BATH SCHOOL DISTRICT

By: [Signature]
School Board Chair
Date: 5/23/19

HAVERHILL COOPERATIVE SCHOOL DISTRICT

By: [Signature]
School Board Chair
Date: 5/13/19

NH COMMISSIONER OF EDUCATION

By: [Signature]
Frank Edelblut, Commissioner of Education
Date: [Blank]
October 22, 2019

Mr. Frank Edelblut  
Commissioner of Education  
N. H. State Dept. of Education  
101 Pleasant Street  
Concord, NH 03301

RE: Bartlett/Jackson Tuition Contract

Dear Commissioner Edelblut:

Enclosed please find a copy of the tuition contract between the school districts of Bartlett and Jackson. This contract was developed by the respective boards; it was approved by the voters in Jackson on March 7, 2019 and by the voters in Bartlett on March 5, 2019.

If necessary, please submit this contract to the State Board of Education for approval on the first available agenda.

If you have any questions regarding this matter, please give me a call.

Sincerely,

Kevin Richard  
Superintendent of Schools

Enclosure
BARTLETT/JACKSON TUITION CONTRACT

This tuition contract between the Bartlett and Jackson School Boards and School Districts shall be effective for the three-year period of July 1, 2020 through June 30, 2023.

The contract concerns Jackson students in grades seven and eight who attend the Bartlett School.

This contract will allow for the reopening of discussion for 6th grade consideration.

I. CONTRACT TERMINATION AND RENEWAL

This contract shall be for the period specified. Any renewal shall be negotiated and submitted to the respective legislative bodies at the annual district meeting which occurs during the second year of the contract term. The contract may be amended by either side with mutual agreement. Negotiations for renewal will occur at the end of the second year.

II. PURPOSE

To assure every member of the Josiah Bartlett Elementary School seventh and eighth grade equal access to all educational programs and opportunities.

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

For Jackson to pay the costs of education for Jackson's seventh and eighth grade students at Bartlett.

To provide a mechanism (see Section VIII) for the Jackson School District to actively participate in the evaluation and planning of programs for seventh and eighth grades at the Josiah Bartlett Elementary School.

III. JACKSON STUDENT ATTENDANCE AT BARTLETT

Jackson shall send all of its students, grades seven and eight (7 & 8) to Bartlett for schooling and shall be responsible for the transportation methods and expenses in connection with such attendance, and Bartlett shall accept said students and be responsible for their education. Jackson will be liable to the Bartlett Board for the tuition of those students unless the student moves from Jackson, attends a nonpublic school, or is assigned to an out-of-district school through an educational process. Jackson will pay direct costs for special education or other specialized programs not included, or unable to be provided in the regular operation of the school.
IV. QUALITY OF EDUCATION

The Bartlett School District guarantees to operate the school accredited and fully approved consistent with the standards as defined by the laws of the State of New Hampshire for the education of its own and sending district students, grades K-8.

V. STUDENT ORIENTATION & CURRICULUM SERVICES

Orientation services will be made available by the Bartlett School District to grade six students and their parents of the Jackson School District for seventh grade placement. There will be articulation in programs between the elementary schools. Orientation services shall be provided beginning in the spring prior to the inception of this contract.

VI. PUPIL REGULATIONS

It is understood that the Josiah Bartlett Elementary School regulations will apply to the Jackson students attending the Bartlett School.

VII. REPORTS PROVIDED

The Jackson School Board will have access to educational records for legitimate educational purposes for pupils residing within their district, all in accordance with the Federal Family Educational Rights and Privacy Act, also known as the Buckley Amendment, Public Law 93-380 (20 USC S.1232g.).

The Jackson School Board will have access to educational records with no identification of individual students, for the purpose of conducting evaluations of school programs.

It is further agreed that a written report will be made to the Jackson School Board concerning the achievement and citizenship (quarterly) and attendance records (monthly) of pupils from Jackson who are enrolled in the Josiah Bartlett Elementary School.

VIII. JACKSON PARTICIPATION WITH BARTLETT BOARD ACTIVITIES

The Jackson and Bartlett School Boards will meet together twice annually at times to be jointly determined to discuss issues of mutual concern. In addition, the Jackson School Board may have one voting representative on the Bartlett Curriculum, Policy, and Technology Committees or any academically related activities which may impact grades seven and eight at the Bartlett School.
IX. SETTLEMENT OF DISPUTES

In the event of disagreement as to the interpretation of this tuition contract, the two Boards shall meet to attempt to settle the disagreement. If agreement cannot be reached, the issue will be submitted to the Superintendent of SAU #9 who will recommend a solution. Following the receipt of the Superintendent's recommendation, either Board may pursue the issue to the Commissioner of Education.

X. METHOD OF AMENDMENT

This tuition contract can be amended by the Boards at any time, provided that any amendments must be submitted to the respective legislative bodies and approved by them at a district meeting. The respective Boards have the responsibility of placing any proposed amendments on warrants for the district meetings.

XI. TUITION CALCULATION

The tuition to be paid by Jackson to Bartlett for each of its students shall be calculated by taking the actual elementary general fund expenditures for the preceding year as currently reflected by line 14 on page 7 of the DOE-25 form filed with the Department of Revenue Administration (copy attached), and subtracting the amounts for transportation; any special education costs, including psychological and speech services, not included in the comprehensive school program and/or provided exclusively for Bartlett Students; and any revenue paid by Jackson to Bartlett for contracted staff services at the Jackson School, (adjusted for transportation and specialized educational costs); plus an inflation factor equal to US Department of Labor Consumer Price Index – Size A – Northeast Urban (October of current year) plus 2.5%; plus or minus the net actual expenses for the prior year; and dividing those expenses by the Average Daily Membership (ADM) for the preceding year to determine the tuition per pupil, and attributing that cost to each Jackson student. Each annual calculation report shall be appended to this agreement as a rider to the agreement.

Jackson shall pay a 2% rental fee as calculated by the SAU office and approved by the Department of Education. Each annual approved calculation report shall be included with the agreement as a rider.

Jackson will pay direct costs for special education or other specialized programs not included, or unable to be provided in the regular operation of the school.

XII. TUITION PAYMENT SCHEDULE

Tuition shall be billed by the SAU office and paid by the Jackson School Board on a quarterly basis.
Approved by Jackson School Board – November 19, 2018

Approved by Bartlett School Board – December 4, 2018

Ratified at Jackson Annual School District Meeting on March 7, 2019

Ratified at Bartlett Annual School District Meeting on March 5, 2019

By: Bartlett School Board

[Signatures]

By: Jackson School Board

[Signatures]
AGREEMENT

THIS AGREEMENT made this 9th day of September, 2019, by and between the HAMPSTEAD SCHOOL DISTRICT, situated in the County of Rockingham, State of New Hampshire (hereinafter called the "District"), and PINKERTON ACADEMY of Derry, County of Rockingham, State of New Hampshire (hereinafter called the "Academy").

WHEREAS the District does not maintain a high school and is desirous of having the pupils who seek a high school education attend high school at said Academy; and

WHEREAS the Academy has provided a high school education to children of the District for many years and it is the intention of the Academy to continue to provide such services during the term of any agreement, and thereafter during such additional terms as the parties agree to have the Academy provide such services; and

WHEREAS the District and the Academy entered into a contract in 1962, in 1987 and on March 14, 1999, under which the Academy agreed to provide a comprehensive high school education, now known as an “approved” high school, for the high school pupils of the District and other school districts; and

WHEREAS the District and the Academy desire that this Agreement shall replace and supersede the contract entered into on March 14, 1999; and

WHEREAS in order to provide a high school education and a career and vocational education, the Academy must hire teachers and other personnel and must construct, equip and maintain buildings and facilities as needed; and

WHEREAS the Academy is willing to receive the pupils and afford them such courses of instruction at a tuition to be determined annually on the basis of the per pupil cost of current expenses of operation and the cost of retiring debt for capital expenditures;

NOW THEREFORE in consideration of the mutual promises contained herein, the parties hereto agree as follows:

The Academy agrees that in accordance with the terms of the contracts between the Academy and the contracting districts, it will provide an approved high school program to the contracting districts.

1. Non-Contracting Districts – Children of the Academy faculty and staff and other tuition-paying students may be admitted by the Academy from non-contracting districts. These students shall pay tuition equal to at least that amount charged the contracting districts.

Further, that those students enrolled at the date of this Agreement from non-contracting districts will be allowed to complete their program of studies until graduation.

2. Academy Accreditation - The Academy agrees that during the term of this contract, it will provide a course of studies for grades 9-12 and such facilities and equipment so that at all times during the term of this agreement, the Academy (1) qualifies as an approved high
school according to New Hampshire statutes (R.S.A. 194:23 and RSA 194:23(b)) and (2) is accredited by the New England Association of Secondary Schools and Colleges, Inc. by the Commission on Independent Schools.

3. **Special Education and Enrollment Outside the Academy** - The District agrees to send and the Academy agrees to accept up to all of the pupils who are qualified to attend grades 9 through 12 to said Academy during the term of this contract, except for educationally disabled and exceptional students requiring special schools or special facilities, students who desire special vocational training not offered at said Academy, and students ordered by the State Board of Education to attend another school pursuant to R.S.A. 193:3. It is the Academy's intention to continue to provide schooling for educationally disabled and exceptional students not requiring special schools or special facilities. In addition, the Academy will, at the request of the district, offer facilities and programs comparable to those offered by public high schools of like size in New Hampshire for educationally disabled and exceptional children, and the District will be charged the costs of such programs for each pupil from the District enrolled in the programs.

   It is specifically agreed that from time to time the School Board of the District for whatever reason it deems valid may allow up to 5% of its total high school population to enroll in another public high school provided that the Academy's total student population from all the Districts is not less than 2,500 students at the time of the request. However, the District must notify the Academy in writing of the number of students who plan to attend another high school by October 1 of the year preceding the student's departure. The District may in such cases pay tuition for such students to such other public high schools and shall have no obligation to pay tuition to the Academy for such students.

4. **Foreign Exchange Students** - Each year the Academy agrees to accept a maximum of two (2) foreign exchange students residing in the District. The number of foreign exchange students so enrolled will not be used in the calculation of the number of students for tuition purposes, as called for in Appendix A.

5. **District and Board of Trustees Meetings** - The parties agree that the Trustees of the Academy and the School Board of the District will meet at least three (3) times each year at the Academy and at such other times as the parties shall agree, so that the Trustees may have the benefit of the suggestions and recommendations of the School Board on curriculum, financial matters and policies of the Academy and the sending districts. These meetings will be held on Thursday of the last full week of the fall and winter terms and on graduation day.

   The Academy agrees that there will be not less than two (2) members of the Board of Trustees who are residents of the District at all times during the term of this contract.

6. **Career Guidance Services** - Career Guidance Services by Pinkerton Academy shall be made available to all high school pupils of the District as well as for grade placement and subject placement at the Academy.

7. **Student Records.** The District will have reasonable access to educational records for pupils residing within the District, consistent with the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g. Without limiting the generality of the foregoing, the
Board of Trustees of the Academy shall, at the request of the District, provide the District with report cards, attendance records, SAT scores, other achievement test scores, advance placement and honors class enrollment, honors awarded, and college placement for District students. The Academy and the District further agree to work cooperatively and communicate regarding class advancement as set forth below.

(A) Class Advancement Notification: The Academy shall provide student report cards to the District following each semester. When the report cards are provided to the District, the Academy shall also provide a report to the District which identifies any student who may not be on target to adequately complete any educational or credit requirements for advancement into the next grade level.

8. Discipline - The Academy will be legally responsible for student discipline, while students are under the jurisdiction of the Academy and any matters arising out of such discipline, including any alleged violations of students' rights, will be the sole responsibility of the Academy. All District students attending the Academy shall be subject to all applicable rules and regulations of the Academy during the term of this Agreement. The Academy and the District agree to work cooperatively and communicate regarding disciplinary hearings and expulsions as set forth below.

(A) Expulsion: At such time that any student and/or parent is provided with written notice of an upcoming disciplinary hearing before the Academy Board of Trustees for gross misconduct or neglect or refusal to conform to the rules or regulations of the school for which expulsion may be the result, the Academy shall also send a copy of such letter to the District superintendent. Any such expulsion hearing shall be held pursuant to the rules and regulations set forth in the Pinkerton Academy Student Planner.

9. Construction / Planning Committee - From time to time, the Academy may borrow money, may refinance any loans, may lease real and personal property, acquire real estate, construct and reconstruct buildings.

Whenever any capital expenditure in excess of $750,000 is contemplated, a Planning Committee shall be formed composed of four members of the Board of Trustees from the Academy, two Administrators from the Academy, a member of the School Board from each sending district, and one Superintendent chosen by and from the sending districts. The Planning Committee will study the need for such a capital expenditure and will participate in the planning for such capital expenditure. The Planning Committee will make its recommendations to a joint meeting of representatives of the Board of Trustees of the Academy and of the School Boards from the sending districts. If, in the opinion of the Board of Trustees, there is an emergency for such capital expenditure, the Planning Committee shall complete its recommendations and submit the same for consideration at a joint meeting of the Trustees and School Board members within 30 days of the date the Board of Trustees of the Academy request the School Boards to create a Planning Committee.

Notwithstanding the foregoing, the Board of Trustees reserves the right to make the final decision regarding the above capital expenditure which it determines to be in the best interest of
the contracting parties and to include the expense thereof pursuant to paragraph #11 in the annual billings to the District.

10. **Tuition and Payment Schedule** - The Academy will charge for District students at the same tuition rate charged to other sending district students. On or before December 15th of each year, the Treasurer of said Academy shall supply to the School Board of the District and the State Board of Education a written estimate of the tuition charges for each pupil to be made by the Academy for the full succeeding school year. This estimate shall be based upon the total costs estimated pursuant to the following paragraph 11, divided by the estimated number of students attending the Academy. The District agrees to pay to the Academy such estimated tuition during the following school year in the following installments:

- **October 15**  
  50% of the estimated tuition

- **February 15**  
  25% of the estimated tuition

- **April 15**  
  25% of the estimated tuition

The payments on October 15, February 15, and April 15 will be based on the total number of students from the District enrolled at the Academy on the third Friday in September, January and March respectively, and will be adjusted to reflect the daily pro-rata tuition charge for students who enroll or withdraw between:

1. The first day of school and the third Friday in September;
2. The Monday following the third Friday in September and the third Friday in January;
3. The Monday following the third Friday in January and the third Friday in March, respectively.

An additional adjustment of the estimated tuition will be made to reflect the daily pro-rata tuition charge for students who enroll or withdraw between the Monday following the third Friday in March and the 180th school day. The District will be notified of the adjustment on or before June 30 and settlement will be made on or before July 15. The daily pro-rata tuition is equal to 1/180th of the estimated tuition or one part of the total number of school days required in a given school year by the State Board of Education as outlined in the State Standards for High Schools.

11. **(A) Accounting Requirement** - On or before September 30th of each year, the Treasurer of the Academy shall deliver to the School Board of the District and to the State Board of Education an itemized accounting for the prior school year. This will detail actual operating expenditures, and amortization of all bonded capital expenditures and shall include principal and interest payments made by the Academy.

**B) Tuition Calculation** - The Treasurer of the Academy shall also determine the actual tuition charge for the school year ended the prior June 30th, which shall be computed by dividing the actual average number of students enrolled in the Academy during the school year into the expenses computed in accordance with paragraph 11(A).
(C) **Student Computation** - The actual average number of students shall be computed by adding the actual number of students from the District enrolled in the Academy on the Friday of each week, beginning with the third Friday in September and ending with the second Friday in June, and dividing the sum thereof by the number of weeks during that period.

(D) **Daily Tuition Rate Calculation** - The District will pay the Academy the tuition computed in accordance with (A) and (B) for each student enrolled for the entire school year and the daily pro-rata amount of the tuition for any student enrolled for less than the entire school year.

(E) **Tuition Adjustments** - In the event that the amount paid by the District during the preceding school years is less than the actual tuition due the Academy computed in accordance with this paragraph, the District shall pay such amount to the Academy on the following October 15, in addition to the payment of the estimated tuition due on that date. In the event that the tuition paid by the District during the preceding school year exceeds the actual tuition due the Academy, the Academy shall credit such sum on the payment of the estimated tuition due on the following October 15th.

(F) **Tuition Refund** - In the event that the term of this contract is not extended, any amounts due either party by reason of the fact that the estimated tuition was over-estimated or under-estimated, shall be paid to the other party on or before September 15th next following the termination of the contract.

12. **Tuition Due Dates** - The parties agree that tuition payments are due twenty (20) days from the date of the bill or the dates set forth in paragraph 10, whichever is later. The District agrees that if a payment is not made on or before the date called for above, the District shall pay to the Academy, in addition to such payment, interest at the New York prime rate as reported in the Eastern section of the Wall Street Journal, on the date the payment was due. Such interest shall accrue daily as of the date payment is due to the Academy.

13. **Term** –

   (A) The initial term of this agreement shall be for a period of 20 years commencing July 1, 2019.

   (B) In July of 2024, and every five years henceforth, the term of this Agreement will be extended by 5 years unless either party notifies the other in writing prior to March 30 of that year of their intent not to extend the term by the additional 5 years.

14. **Authorization** - The District agrees that the School Board of the District is duly authorized to take any and all action and do any and all things necessary or convenient to carry out this contract, and any such action taken by the School Board shall be binding upon the District.

15. **Financial Reporting** - The written estimate of the proposed tuition charge called for under paragraph 10 and the itemized accounting called for under paragraph 11 shall be in the form of Appendix A.
16. **State Board of Education Approval** - The parties agree that this contract shall be binding after approval of the contract by the District and after the execution of the contract by the Trustees of the Academy, and approval by the State Board of Education pursuant to R.S.A. 194:22.

17. **Student Transportation** - The sending district will be responsible for transporting students to and from the District and the Academy.

18. **Special Education Costs** - All costs of special education, and related services shall be borne solely by the District and shall be added to the costs of tuition paid by the District. The District shall also be responsible for all transportation arrangements and transportation costs related to special education students. In addition, the District shall be responsible for the costs of retaining its own legal representation in special education and 504 matters pertaining to District students which result in a due process hearing or any other legal proceeding. The Academy shall be responsible for defending itself against allegations by third parties, parents, guardians or students that it has engaged in any form of disability-based discrimination. In the event that the District is the subject of a complaint to the Office of Civil Rights regarding conduct by the Academy, the Academy shall be responsible for the costs of the responding to the complaint. In the event that the Academy is the subject of a complaint to the Office of Civil Rights regarding the conduct of the District, the District shall be responsible for the costs of responding to the complaint.

19. **Required Administrative Meetings** - The District will be advised of any major changes in policies, curricula and other school programs and services at Pinkerton Academy. Further, that the Headmaster or designee of Pinkerton Academy shall meet twice annually with the superintendent of schools or other administrators from the Districts to advise on matters of policy, curriculum, facilities, programs, and services. The principals of the middle schools of the District will meet with the designated administrator for the Academy two times each year on matters of curriculum, programs, and services.

20. **Amendment** – Any amendment to this Agreement shall be in writing and must be approved by the School Board of the District, the Board of Trustees of the Academy, and the State Board of Education.

21. **Contract Dispute** - The parties agree that in the event of any dispute regarding the performance or interpretation of the contract, Pinkerton Academy and the Hampstead School District agree that the controversy may be submitted by either party in writing to the other party (to the Superintendent in the case of the District and to the Headmaster in the case of the Academy). In the event the parties are unable to resolve the dispute with each other, the parties agree to participate in private mediation, with costs to be shared equally between the parties. If private mediation is unsuccessful, the dispute shall be submitted by either party in writing to the State Board of Education, which, after notice to and hearing both parties, shall make a decision which is final and binding, consistent with the provisions of this Agreement, and subject to appeal to the New Hampshire Supreme Court.

*Signature Page Follows*
IN WITNESS WHEREOF, Pinkerton Academy and the School Board of the Hampstead School District has executed this Agreement by their duly authorized officers, on the day and year first above written.

PINKERTON ACADEMY
By
Its Duly Authorized Board Chair
Date Sept. 27, 2019

HAMPSTEAD SCHOOL DISTRICT
By
Its Duly Authorized Board Chair
Date 9/9/19

Approved by NH State Board of Education

Commissioner of Education, Frank Edelblut

On: _______________________
Date ____________________
APPENDIX A

School Year _______________

INSTRUCTION
Salaries - Teachers, Librarian, Nurse
Retirement & Group Insurance
Transportation
Social Security
Student Supplies
Textbooks - (Net of Receipts)
Library, Audio-Visual - (Net of Receipts)
Athletics - (Net of Receipts)
Other Instructional - (Net of Receipts)

TOTAL

OPERATION AND MAINTENANCE
Salaries - Custodial, Grounds, Security
Custodial Fringe Benefits and Social Security
Custodial-Supplies
Repairs - Buildings / Equipment / Grounds
Fuel - School
Electricity - Including Electric Heat
Water & Sewage
Snow & Waste Removal
Miscellaneous

TOTAL

GENERAL AND ADMINISTRATIVE
Administrative Salaries
Secretarial Salaries, New Hire Fringe Benefits, and Social Security
Administration Expense
Insurance

TOTAL

NEW EQUIPMENT

TOTAL

COST OF NEW FACILITIES
Bond Expense
Amortization of Facilities (Principal & Interest)
Land & Building Improvements

TOTAL

TOTAL ACADEMY EXPENSE
Number of Students
Cost Per Student