# Bill as Introduced

**HB 466 – AS INTRODUCED**

1999 SESSION

99-0580
03/01

HOUSE BILL ***466***

AN ACT establishing a commission to study education options in school districts not maintaining a high school.

SPONSORS: Rep. Stone, Rock 7; Rep. R. Hutchinson, Rock 8; Rep. L. Jean, Hills 17; Rep. Boyce, Belk 5; Sen. J. King, Dist 18; Sen. Fraser, Dist 4; Sen. Brown, Dist 17

COMMITTEE: Education

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ANALYSIS

This bill establishes a commission to study education options in school districts not maintaining a high school.

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Explanation: Matter added to current law appears in ***bold italics.***
Matter removed from current law appears [~~in brackets and struckthrough.~~]
Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

99-0580
03/01

STATE OF NEW HAMPSHIRE

*In the Year of Our Lord One Thousand Nine Hundred and Ninety-Nine*

AN ACT establishing a commission to study education options in school districts not maintaining a high school.

*Be it Enacted by the Senate and House of Representatives in General Court convened:*

1 Commission Established. There is established a commission to study education options in school districts not maintaining a high school.

2 Membership and Compensation.

I. The members of the commission shall be as follows:

(a) Four members of the house of representatives, appointed by the speaker of the house of representatives.

(b) Three members of the senate, appointed by the president of the senate.

(c) Two school board members from districts not maintaining high schools, appointed by the New Hampshire School Boards Association.

(d) Two superintendents from districts not maintaining high schools, appointed by the New Hampshire School Administrators Association.

(e) The commissioner of the department of education, or designee.

II. Legislative members of the commission shall receive mileage at the legislative rate when attending to the duties of the commission.

3 Duties. The commission shall study education options in school districts not maintaining a high school.

4 Chairperson; Quorum. The members of the commission shall elect a chairperson from among the members. The first meeting of the commission shall be called by the first-named house member. The first meeting of the commission shall be held within 30 days of the effective date of this section. Seven members of the commission shall constitute a quorum.

5 Report. The commission shall report its findings and any recommendations for proposed legislation to the speaker of the house of representatives, the senate president, the house clerk, the senate clerk, the governor, and the state library on or before December 1, 1999.

6 Effective Date. This act shall take effect 60 days after its passage.

# Committee Minutes

# EDUCATION COMMITTEE

## 1999 Re-Referred Bills and Subcommittee Assignments

**7/15/99**

| | | |
|---|---|---|
| **HB 0349-FN-L** | relative to revising annual grant amounts made for school building aid. | **Rep. Robert McKinley, Chair**<br>Rep. Bruce Dearborn<br>Rep. Brien Ward<br>Rep. Arthur Pelletier<br><br>***Rep. Alan Thulander ****<br>***(continuing member of School Building Aid studies)*** |
| **HB 0273-FN-L** | relative to annual grants for school building aid. | |
| **HB 0514-L** | establishing open enrollment provisions in the school districts of the state. | **Rep. John Alger, Chair**<br>Rep. Russell Cox<br>Rep. Marie Rabideau<br>Rep. Robert Guest<br>Rep. John White |
| **HB 0304** | relative to the confidentiality of criminal history records checks. | **Rep. Brien Ward, Chair**<br>Rep. Phil Weber<br>Rep. Dave Larrabee<br>Rep. Warren Henderson<br>Rep. Claire Snyder<br><br>***Rep. David Welch ****<br>***Rep. Andrew Christie ****<br>***(members of C.J. & P.S.)*** |
| **SB 0170-FN-A** | establishing a parents as teachers pilot program in Sullivan county and making an appropriation therefor. | **Rep. Susan Durham, Chair**<br>Rep. John Alger<br>Rep. Gordon Flint<br>Rep. Claudette Jean<br>Rep. Claire Snyder<br><br>***Rep. Margaret Case ****<br>***(member of H.,H.S.& E.A.)*** |
| **SB 0208-FN** | establishing a "parents as scholars" program. | |
| **HB 0466** | establishing a commission to study education options in school districts not maintaining a high school. | **Rep. Bruce Dearborn, Chair**<br>Rep. Perley Davis<br>Rep. Betty Hoadley<br>Rep. Claudette Jean<br>Rep. Charlie Yeaton |

# Speakers

# SIGN UP SHEET

To Register Opinion If Not Speaking

Bill # HB 466 Date 3-23-99

Committee EDUCATION

**** Please Print All Information ****

| Name | Address | Phone | Representing | (check one) Pro | Con |
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# Hearing Minutes

## HOUSE COMMITTEE ON EDUCATION

## PUBLIC HEARING ON HB 466

**BILL TITLE:** establishing a committee to study education options in school districts not maintaining a high school.

**DATE:** March 23, 1999

**LOB ROOM:** 207 **Time Public Hearing Called to Order:** 01:40 p.m.

**Time Adjourned:** 02:40 p.m.

(please circle if present)

**Committee Members:** Reps. O'Hearn, Durham, Searles, Dearborn, Henderson, Larrabee, Weber, Hoadley, Rabideau, Flint, McKinley, P. Davis, Alger, Cox, Ward, Guest, Riley, Yeaton, Snyder, G. Jean, A. Pelletier, Estabrook and J. White.

**Bill Sponsors:** Reps. Stone, Hutchinson, Jean and Boyce & Sens. J. King, Fraser and Brown

### TESTIMONY

* Use asterisk if written testimony and/or amendments are submitted.

*REP. JOSEPH STONE (Sponsor): I support this bill. He then submitted written testimony.

REP. CHARLES YEATON: What do you envision as an answer to this situation?

REP. STONE: I see maybe, the town could pay the tuition to a prep school, up to the amount of an adequate education.

REP. ROBERT MCKINLEY: Are these high tax areas?

REP. STONE: Yes.

CHAIRMAN JANE O'HEARN: What is involved?

REP. STONE: We will be graduating 70 percent of 200 kids in school.

REP. STONE: What about the five-year guarantee? Exeter, Raymond, Somersworth and other high schools would take our kids (Raymond is out). In Nottingham and Northwood, we might have a chance with them, but we are concerned about the cost of a high school education.

CHAIRMAN O'HEARN: What if we do not fund a solution?

REP. STONE: I am not sure.

REP. REBECCA HUTCHINSON: Last summer in my district, the constituents asked what about this high school problem? These small communities have no high school. In the past, we have had a choice between different high schools. We no longer can offer the choice of high schools, but there

are fewer and the travel issue is a problem because of distance. In the last three years, we have had students in six different schools. Building our own high school is far too expensive and I think our kids should be able to experience a different environment rather than the small community they are growing up in. I would hope the committee would look into (on a temporary basis) solutions. Explore incentives to build a high school if we can receive students from other high schools.

REP. GORDON FLINT: Area school system exists.

CHAIRMAN O'HEARN: It is a large expanse of land with a small number of students. They get shut out of Oyster River? Have you tried a co-op?

REP. HUTCHINSON: Yes, but other towns wouldn't pass it.

REP. ROBERT BOYCE: I represent a situation where Barnstead, Alton and Kingston are finding problems placing high school students. Those small towns don't have the number of students to support their own high school. For these reasons, we need to study the situation; even vouchers to private schools.

REP. RUSSELL COX: What do you feel about enabling legislation for vouchers as a solution?

MS. PAT BUSSELLE (Dept of Education): I support the bill. Of the 178 school districts, there are 28 districts that are not part of area agreements. You are looking at 5,000 students that are affected. The district pays tuition to the receiving district, which is a form of choice. Even if there were vouchers and transportation, what can you do if there is "no room at the inn"? There is nothing in state law about the state's role to provide education placement up to the age of 21. The state did call and ask to get students into some districts. An option might be to study the state's role.

REP. ROBERT GUEST: Does Claremont not change this issue?

MS. BUSSELLE: It might supply money for operating expenses. Coe-Brown is a new coop formed. The building funding is another issue.

MR. RODNEY SWANSON: I support this bill. Some of the students are not happy where they were placed. We have contracts with Concord, Pembroke, Coe Brown and Manchester. Manchester offered to enter into a contract. Exeter and Somersworth are too far away. I hope this committee might be able to define whatever could be thought of.

Respectfully Submitted,

Bruce T. Dearborn

Rep. Bruce Dearborn, Clerk

# Sub-Committee Actions

# House Education Committee
## Subcommittee Report on HB 466
**(establishing a commission to study education options in school districts not maintaining a high school)**

**November 1999**

Committee Members: Rep. Dearborn, Chair; Rep. Yeaton; Rep. Jean; Rep. Davis.

Guests: P. Busselle, B. Ewert, J. Bursswar, D. Mitchner, R. Teague from the Department of Education; P. Krohne, School Boards Association; B. Miller, House Legal Counsel; Brennan, Hayley, and Fenson, School Superintendents.

The committee listened to testimony covering the various problems confronting school districts placing students in other districts because of lack of facilities; in particular, two students not placed in a timely manner form Barnstead. This situation was created by several reasons:

(1) The students passed educational performance.

(2) The inability over a period of time for Barnstead to address their high school needs by building a facility or joining with abutter communities to accomplish the same.

(3) There seems to be ambiguity in the education laws assigning responsibility to the correct authority to determine who can make a final commitment.

The issue of providing educational facilities is complicated and subject to a variety of uncontrollable inputs. There are school districts with demographic problems, such as geography, location, population, town governance and what district has aligned with other districts. These all interfere with creating joint school districts.

When several towns join together to create facilities or share accommodations, it can create orphan districts with no place to go. In the case of Barnstead, one of the towns with these ongoing problems, the local superintendent has contracted with as many as ten different high schools to place their pupils.

The committee felt that the authority that was responsible for an adequate education needed clarification. Presently the Supreme Court has ruled it to be the state. However, it is not clear if the towns still are performing as agents of the state.

The existing law states that the local school board is responsible. Does this give the state the authority to step in and demand that a local school district must take tuitioned students against their will? This obviously brings up the question of local control.

Attorney Teague indicated there were 40+ contracts in existence between districts with high schools and those without high schools. The concern in the future is the availability of space in the receiving school districts. There is no incentive for them to create more space, the state has no funds, and long-term contracts are difficult to arrange because of the fear of demographic change and what the local district needs may become.

The superintendents discussed their individual SAUs, their space needs, their future population projections, and the existing contracts and placements they have. They suggested they would like the flexibility to work with each other across district lines to enable the placement of tuitioned students. They hoped that any legislation that might occur to resolve these individual district problems would not create additional problems for the remaining districts.

The committee asked Betsy Miller, House Legal Counsel, to determine the present procedure in law that would spell out whose responsibility it would be if a student were not placed and receiving an adequate education. The process is that a parent would bring suit against the local school board (RSA 189 I-A) (RSA 146). The local school board as an agent of the state would ultimately be held accountable by the N.H. Attorney General.

The purpose of HB 466 was to determine if an oversight committee was necessary to work with the Department of Education to provide guidance on this issue of placement. The Department of Education was in favor of such a committee.

Research shows that the House Education Committee had instructed the State Board of Education to examine this issue and provide any possible solutions. The State Board of Education referred the House Education Committee's request to the Department of Education. Because of illness and other absences, the department has not been able to respond to the House committee request.

In light of this, the subcommittee felt the Department of Education had the expertise to solve the problem and that the establishment of an oversight committee would be premature at best and not needed while the experts review the problem.

Therefore, the subcommittee voted unanimously Inexpedient to Legislate with the recommendation that the Department continue to work on the issue.

Respectfully submitted,

Rep. Bruce L. Dearborn
Subcommittee Chair

# Sub-Committee Minutes

Sub Committee notes

tuition for 2 students not placed
Bousted -

Residency issue with Aunt -
Not guardian -

Law says if apply it starts - parent
is gone

(Court is trying to flush out mother?)

tuition - Burden on Dist
Do we have State impose on Dist
& find placement. or force to pay tuition

(If Distict compliance is not
up to speed - should State step in
What about local Control - Maybe
a long term contract / K 45 yrs - (1-3)
Constitution
Fed law right to Education

- Meeting 28th on Sch Bds Assoc.
+ Supt to cover Bousted

Dept of Ed - Not called by

7 - Pat Bonnelle - J. League ? full Comm Hea

Pat Bonnelle Dept Ed Brought up
met wed Supt to meet
from these districts - Tom Brennan
& others -

Supt of Bornstead is Ons badsmen
has 10 contacts with dist schools & Sandpiper
Paul Mosher Supt / how managed
& place all Students form Bornsted.

-7 Subjectively stated to have a
want tubes - Dist pop. (?) - Slate -

Plymouth / Holgleness - / How to get
kids in to school

Local District has
No specific law about School Attendance
1930 or 94 about Tuition

Elections

Teague - J. Mt. Agen What do
we do when No Room - In
arrange the agreements for
Bornsted - 40 or 50 contracts between
H.S. but of short Duration

No State System to designate
students if District will not take

IS School District in Violation
of State law - not providing Ed to unplaced
Students - (Coded Child only)

Ig Em Contract
No incentive for long term Cont.
Clerical do
- Incentive to District to take
~~Blind~~

- No funds - State What's new?

- Creation of orphan districts are left out
go ~~out of~~ Conway
Conn

Closed 10 Contracts - What happens
to the Kids no District =

How to enforce - Why has Bonnie Sled
not provided a coop - / Closed vote -

Why -
Votes in Bonnie Sled turned down
~~in Bonnie~~ Is district alert
for Ed. or State

Who has authority
Who is accountable } Supt Sch Bd / Sch Bd / Dept Ed

Paul Kiser
for

- Purpose of this Committee - Establish legislative & oversee Bd of Ed. involvement
- Local Sch Bd responsible
- more options - for placement.
from State - catastrophic aid?
- Made Good faith effort - Need Help - Best way to help.
- Referred to be coded -

Only Several Communities with problems

Dept Ed
What about descriptors
problems

Plan up to 21 -

What if after concerted effort couldn't plan -

add assistance from Dept
local Bd appeal to State Bd

Bd Level

Supt
Local Bd

Allowance
Catastrophic
aid

State Bd - determine if
Ed Dept should do -
and & how approved &
help

with an authority
to contract - (phone) merged
in Cat aid - for

+ What about joining an Area Sch.
+ (regional option)
+
+ State
+ Deerfield -
Bromstead -
(Weds Concord
29th 9. AM) - w/ Consolation

- Logistics problems - No Buses for Descipline problems

We take all Students unless discipline problem does is not protected by law -

Look at long term Vision -

Communication Dept with Parents - Orientation to be held by

Fri 203 - 29th Weds at 9.00

Copy Members with Notes -

Jon

Betsy Miller

Oct 27, 1999 — full Committee meeting — Trustee Report out of Committee. results.

to - re referred Rept.
include Blenk

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Should there be legislation that clarifys state role in holding Districts accountable for placement of students when other Districts will not take for various justified reasons.

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Check with Counsel on the organizational structure of accountability Sch Adm. Supt Sch Bd. State Sch Bd. - Refer to Dept of Ed. or from Sch Bd to Dept of Ed.

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- Call John Samonas -
- Review Duke Job Description
- Correct Minutes about Comptime
- Review Budget Committee Minutes
-

How do you measure this J.D. Matter

No Comptime - increase Salary

Music Mgr.

Comfortable with existing supplies: Knowledge of what needs to be done

No on availability issue:

Clean up the agenda

Redundant themes.

5 hrs w
50|2.40

Compliance

Work - 40 hrs + wk meetups 5 hrs avg

Cost to Taxpayer

45 hrs of work. for 40 hrs of Pay

SB 13 - Jr Maint -
issues - Bld Aid
* Collection B.
* Bonding

coordinator to each district had to fund under dual body

L. League - Get Bousfield + Pellsfield. -
Bou + Pellsfield left - 19 century
law needs update

- Only went to Bld Aid issue when trying for a new bld.

- Now how to take amount + a bargaining unit. -

Amend Bld Aid to encompass -
any District.

diff between - Sep. Sch bd - for
each town - if you had a
joint school board sets up a
new governance.

— needs to be tried before permanent.

— No role for St Bd at this time review
articles proposed in joint + Maintenance
area.

What is the drawback to taxpayers.

List of Area-Coops

Long term Contract.

What would the state Dept of Ed. recommend. When does Stockholders come in.

Meeting next Oct 4th Monday - 10 o'clock

for Lee Dover

- What are the options

- Tom Brennan - Manch
Jon Hayley SAU 53 Pembroke
Harry Jenson

Manch has 6 community 3 HS - try to divid
& Chase HS -
Bow Henry 2002 1500 pats about - Mon
Litchfield - decided & build 125 student
10 can agreement -
other schools
Bedford sends 500 to West.
Biggest concern - as a one-option
was elemination of tuition students

Bedford tied revenal lines for HS.
- needs to be placed somewhere -
- one of options - 5 year agreement
(Litchfield & Bedford)

Jon - Chichester Pembroke
just renewed the area agreement,
plan
Deerfield & Nottingham formed a
Coop. the public defeated the money
so it is a
Deerfield - Mon Coe Brown limited

Mgmt go to Concord + contract is up next year - Concord will probably go Private

Pembroke is not taking any more Septs from -

Deerfield students all over the map - always figured Manchester could absorb.

- Parents against sending to larger sch Sept. ~~if need~~ maybe

3 yr. agreement been

Deerfield - Applications will build.

a discussion between two owners but the future

Pembroke approached Deerfield

But Nottingham + Deerfield joined Coop.

Did not pursue long term contract because of this possibility

Budgeting difficult because of the different tuition rates.

Send to

Mary - Northwood + Shaffer

Cec Brown - HS of record

Coe Brown can absorb 240 students
— No space chgs —
One of the ideas is a cooperative
middle school for Stur & Northwood
Notting was for all this discussion but
then went with Deerfield —
final outcome — 259-29 to dissolve
the Coop (Notting + Deerfield)
Dover will take all students
— D

Spec Ed.

Mgo on Coop. —

The Dover pop is flat — the HS can
carry 100 more —

— In future — Barrington also uses
Dover and look @ the growing
in future —
Long term contract — 2 yrs — term 1 yr.
renewal — 3 yr Renewal — mutual —

— Never ~~and~~ any quality concerns then
are transportation concerns (time)
the students not unhappy — maybe
co curricular participation because of late
Bus.

Penbroke
- Do different transportation arrangements - Students on their own -

Dollyhan Underwrites sometimes

~~Hall~~

Jerry Burrows - the annual Born Std issue - 3 diff Supt called the Dept Ed - because of students not placed the #'s were 1-2 - Now its more, 5-8 - - Students transfer in at the last minute - difficult to plan - Born Std - No binding contract must Districts have some kind of short term Binding Contract.
- Subject to approval of local Administration

- No law on books - to force a Sch Dist to accept tuition student. - or accept they don't - bubble across the state - seats being filled.

- Local Sch Bd. worked hard to close Born students -

Bnd agreements asked for -
by Bornstead -
Area schools & distant not willing

because of space needs —
No laws Atty General - can look

Who takes -
Paul
The parents take the Sch Bd + State to court.

This was anticipated years ago the prediction in 2015 - a growth in School population - Mock recommendations moving every one to 40% Aldaid - hyp sum at the beginning. 12 Vote Board to get on Board — What is the role of the St should fix system and let local do the individual Student Placements —
Per Stone — possibility of long term Contracts.

Concord - wanted Kids. — in the 1980's 2 yrs later couldn't to all the Schools -

Deerfield 1/2 h from area HSch

Catastrophic aid formula applied to — Difficult to place students

Joint Maint agreement.
Add bldgs for long term contract.

Bonding up to 20yrs — could this an incentive worth pursuing —

— Deerfield back to drawing board will approach all viable #s — & see if anything can be

Pembroke - bldg for 1000 -

Derry

Rep Algers.

Northwhan could end up like Deerfield.

— Consolidating into a Cap —

— Middle scale →

Town — if there's a Cap — on attach the # units
Capped at - 30 — if we opened our doors — to Global Desk

6 Contracts -

two dry issues —
Hand & plane

Homestead —
Money is not the issue
Whatever tuition charges —

Never been a roll for the State
Dept. in Difficult Placements -

P. R. — farming a coop near Manchester
to stand because the City provide
cheaper cost than a coop

P. Stone / the state — to assist but not
dictate — pure policy level

Rep Stone — if they have done
everything — what do they
do ?

Help Deerfield find placement.

Can't afford - to bld HS -

all short term Contracts etc to swap.
Che add District out -
the
Bradley
Deerfield -

incentative on Bld and
when Bow left Concord - Required
revision *

* Deerfield -
Deerfield East Acad
* V Deerfield - Could
do Tuition to private
schools -
Capacity -
to
→ pay Different

Reg of different Com | March
& Man - 78.00 - | 5500

Legal Counsel

Betsy

Local Sch Dist by Statute
City Gov enforces

dictates when not overruled Henry
Parent says not by.

Henry - Nature of the
statewide problem -

ask if local solutions
could be used - local but
keep in mind - the effect
of solutions on

for Nov -
open enrollment looking at
pros & cons of Sch choice &
Local authority & Case by Case
decisions - (this might create chaos)

Me law allows.

eliminate super Majority

Attended by Slow Legal
Betsy
Jane Oh
Bette
Pat Bus
3 Supp
Tom
Tom
Henry

For -
Robert McKinley
Top rate are to high -

Bill Everett
Perlee Dorsi
Bill Lemberger
Claudette
Jean

9.00 needs.
Bill Everett - from Dept of Ed
as the state grows - Concord has limited
Laws resp. of Local Assist
is this superseded - 283 - opportunity
for adequate education
Is there any - reason to not study
- recommendations for proposed
Dept Ed - Something needs to
be done about placement.

$813
tuition agreements only Students
assigned Std.
Catastrophic aid -

Sup. when employees of
State - so Commissioner
had leverage -
Locals when paying salary
so Supt went to District

(Supt the opportunity to work - Deal)

Exp – problem
Mediation – who, who pays
1. – option – DO nothing
2. – Study per Dept of Ed.
Because – Recodification of Law (1919)
3. – We don't know
4. – They don't know
options – – State pays – & plan
Supt more lenient

Attendees
Charles Gealon, Claudette Jean, Perley Davis
B Meenken B Clement

1. Option
School Bd approval of Supt
re predict when
Bld *
1.4
what if parents don't approve
of placement.

guaranteed –
– Must accept. – provide written
1.
2.
3.
Studies

No Commission – option –
Direct the State Dept of Ed.
to – other list of Commission could
review –
Manifested + Nothing Voted Down

Dept of Dept
to assist the districts

Bill the bill - Stan -
= Motion to ITL - with recommend
= commissions - CY - CJ - PD - BD

Lost -
other Comm -
Dept - Solutions
assist districts
the -

full -
Johnson -

SB 13
Tues the 13th
3pm

Copy Members -
Will talk to Jon

October 27, 1999

HB 577 - public Hearing opened at 10.05

Chairman Shaw explained this bill and read RSA 32-15 -
the Education Committee with a unanimous vote concurred - (voice vote)

Amendment to HB 273 FN-L - To replace the bill reviewed by Rep McKinley - providing for an oversight Committee on Bldg Aid.
Pelletier who has the final say of the Building aid specs. -
Establish - Why have a committee when there is a commission already in place.
Riley - May be useful to create discussion
Allen - Should keep going; guidelines may reduce front end costs.
Shaw - Legislature oversight in a time of declining Ed funding is important and the Bldg Aid issue has been here for many years.
Recommend Committee accept the report - Must do admendment first.
Weber.
Allen - 1/2 Students in our Enrollment - small # involves a lot of Supt time
HB 514 Local - flexibility & Supt. under (Control of Sch Board)

- 674 reviewed -

PAUL MOCCIA-SAU 51
Discussion

A discussion then followed relating to possibilities of Minimum Adequate Education Grant following the student to out-of-districts.

1. Adoption of the Open Enrollment Law applies to the entire district and not to one school.
2. Both the sending and the receiving district have to adopt the Open Enrollment Law.
3. The receiving district and sending district must have the percent limitations.
4. The school boards can control quality of admissions under rules.
5. The Department of Education cannot reduce the required 80 percent contribution of the sending schools' costs to permit just the State Grant to flow to the receiving school.
6. If a parent contributes the difference between the state grant and the tuition, the full payment could be made to the receiving school, if the state grant followed the student.
7. ADMR regulations are specified in RSA 189:1D.
8. The flow of funds for partial tuition by State Grant and by parental contribution would have to be specified.
9. Reasons for enrollment requests out of district include neighborhoods split by school boundaries; parental traffic patterns; superior schools; specialized school programs; and individual student problems. The board sees many parental residency schemes aimed at getting students into desirable schools such as Souhegan, Hanover and Oyster River.

The subcommittee work session recessed at 12:30 p.m. with a call to reconvene at 2:45 p.m. to hear further testimony.

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The subcommittee work session reconvened at 2:45 p.m. with Representatives Alger and Cox in attendance.

Superintendent Paul Moccia of SAU #51 (which includes Barnstead and Pittsfield) testified. His district has no high school for Barnstead students and he had to place 57 pupils this last year. They have a total of 225 tuition students to 11 different out of district high schools. They have negotiated contracts of varying types with seven districts including Alton, Bow, Concord, Governor Wentworth, Pittsfield, Pembroke Academy and Coe-Brown. Transportation is district paid. They also tuition students without transportation to Farmington, Hopkinton, Alverne, and Merrimack Valley. Tuition payments are whatever is the receiving districts' cost estimate, not including transportation and capital costs. No rebates are received if the cost is overestimated by the receiving district. Special Education is provided by the receiving districts at the expense of the sending district. Contracts are one to three years. Pembroke and Concord are not renewing next year.

Placements require a match up of students and schools, a process involving the receiving school, the guidance counselor, the parents and the superintendent. No school wants to take only troubled kids. The pupils have to be admitted. Turndowns come because of academic standing, behavioral problems and enrollment capacity. Placement involving expelled, failed, overage students is difficult. Breaking up classmates between a number of high schools causes problems. Late move-ins to the district cause last minute adjustments. He now has six-unplaced move-ins.

The district is solving their problems with a bond issue for a new high school coming up, but it has been a continual scramble that he feels has resulted in encouraging dropouts. The new school should be ready in 2001, and they are discussing phasing in the juniors and seniors so as not to disrupt them in present schools. Their average tuition now is about $8,000, ranging from $5,800 to $8,400, so the new school will probably not increase their costs substantially after the phase-in period. They had explored a Joint Maintenance Agreement with Laconia, which was not consummated because of cost reasons. Such an agreement would not have required DOE approval, and is more flexible than either Coop or AREA.

He has essentially lived with open enrollment and would support it for his new school with some limitations as to number of students.

The subcommittee work session was adjourned at 4:05 p.m.

**RECOMMENDATION TO THE FULL COMMITTEE:**

☐ See Below
☒ No Recommendation Yet

RESPECTFULLY SUBMITTED,

Russell N. Cox
lac

Rep. Russell N. Cox, Clerk
For the Subcommittee

Rev. 7/99

# BARNSTEAD SCHOOL DISTRICT/ALTON SCHOOL DISTRICT

## TUITION AGREEMENT 1999-2000

8/18/99 Paul Nocera

THIS AGREEMENT entered into as of the 25th day of January, 1999 by and between the Barnstead School District, located in the County of Belknap and State of New Hampshire, and the Alton School District, located in the County of Belknap and said State of New Hampshire.

WITNESSETH THAT

WHEREAS said Barnstead 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 Alton 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 Alton School District maintains a high school approved by the Department of Education of the State of New Hampshire 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:

Sign Barnstead members ITS

NOW, THEREFORE, in consideration of the promises of the mutual covenants and agreement hereinafter set forth, it is mutually covenanted and agreed as follows:

(1) This Agreement is effective upon signing for the 1999-2000 school year and shall continue from year to year thereafter unless either party gives written notice of non-renewal to the other prior to November 15, 1999. Upon such written notification, the Agreement will terminate on June 30, 2000. In the event of such termination, Barnstead students already attending Alton shall be guaranteed a space in Alton until graduation or four years, whichever occurs first.

(2) For the term of this Agreement, Alton will make the spaces occupied by Barnstead students currently enrolled in and continuing to attend Alton High School, available to Barnstead but will not take any new students for the 1999-2000 school year. Alton agrees to notify Barnstead by November 15, 1999, if any additional spaces will be available for the 2000-2001 school year.

(3) Alton will charge an annual per-pupil tuition rate exclusive of special education and transportation costs to be set by June 1 of each year for the upcoming year calculated as follows: the current expenses of operation of Alton High School, as estimated by the State Board of Education for the preceding school year, which shall include all costs except costs of transportation of pupils and except capital outlay and debt obligations, divided by average daily membership for the preceding school year

plus a rental charge of 2% (two percent) of the capital costs of the high school facilities defined as current value of land (assessed land value per Alton Town Hall), plus current insured value of buildings and modulars, plus current insured value of contents, divided by average daily membership for the preceding year.

(4) The Barnstead School District agrees to pay tuition for students authorized to attend Alton High School in four payments annually: October 1st, January 1st, April 1st and June 1st.

(5) Alton shall be responsible for the referral of any Barnstead high school student attending Alton Central School who may need special education services. Barnstead will be responsible for identification, evaluation and screening. Barnstead shall be invited to all IEP team meetings, and attend such meetings, at a mutually agreed time and place.

Barnstead agrees to pay special education costs to the extent that the costs of providing special education and related services to an educationally handicapped student exceed the cost of educating non-handicapped students enrolled under this Agreement. These costs may include, but are not limited to, costs of testing and evaluations by specialist, aides, special adaptive equipment, and other related services for special education students and Section 504 students.

(6) Barnstead agrees to indemnify Alton for legal fees not covered by Alton's insurance relating to administrative or judicial proceedings for Barnstead students. In the event of disagreement over the allocation of attorney fees, the parties agree to submit the issue to the Commissioner of Education.

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 of the day and year first above writing.

BARNSTEAD SCHOOL DISTRICT

By: Timothy J. Clark

Date: 3/16/99

ALTON SCHOOL DISTRICT

By: Deborah P. Burton

Date: 4-6-99

Approved by State Board of Education May 17, 1999

Elizabeth Twomey

Elizabeth M. Twomey
Commissioner of Education

School Administrative Unit No. 67
Office Of The Superintendent Of Schools
32 White Rock Hill Road
Bow, New Hampshire 03304-4219
(603) 224-4728
Fax 224-4111

C: ~~10/24~~ Dono
file.

Ralph J. Minichiello
*Superintendent of Schools*

Peter A. Chamberlin
*Business Administrator*

January 19, 1999

Mr. Paul Moccia
Superintendent of Schools
P. O. Box 220
Center Barnstead, NH 03225-0220

Dear Superintendent Moccia:

At its January 14, 1999 meeting, the Bow School Board established the tuition rate for Bow High School for the 1999/2000 school year.

The rate established of next year is $8,200.00. If you have any questions on how the rate was established, please feel free to contact Peter Chamberlin, Business Administrator for the Bow School District.

Sincerely,

Ralph J. Minichiello
Superintendent of Schools

RJM:dbr
cc: Peter Chamberlin

**BARNSTEAD SCHOOL DISTRICT/BOW SCHOOL DISTRICT**
**TUITION AGREEMENT**

THIS AGREEMENT entered into as of the 2 day of December by and between the Barnstead School District, located in the County of Belknap and State of New Hampshire, and the Bow School District, located in the County of Merrimack and said State of New Hampshire.

WITNESSETH THAT

WHEREAS said Barnstead 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 Bow 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 Bow School District maintains a high school approved by the Department of Education of the State of New Hampshire through its School Board, is willing to receive certain students from outside the district and to afford them the opportunity to participate in the Bow High School program;

NOW , THEREFORE, in consideration of the promises and of the mutual covenants and agreement hereinafter set forth, it is mutually covenanted and agreed as follows:

(1) For the term of this agreement, Bow will make a minimum of 15 spaces available to Barnstead. Additional spaces will be based on Barnstead's need and

Bow's space availability. The parties agree to give the other the maximum notice possible prior to the start of each school year as to need and availability, but not less than 30 days prior to the start of school. Bow agrees to notify Barnstead by December 1 of the prior year if additional spaces are available for the following year.

(2) For the term of this agreement, Barnstead will refer students to Bow who represent a cross-section of Barnstead students in abilities and needs. Students once referred will be expected to tour the Bow High School facility and meet with staff and administration. Bow reserves the right to accept or reject any student so referred. Subject to the above, the Superintendent of Schools may assign students to Bow High School when appropriate. Barnstead agrees to make the complete cumulative file of each student available prior to the interview with Bow administrators. Any student requiring special education shall have a completed and agreed to IEP at the time of the interview for the upcoming year. The LEA for the Bow School District shall be present at the placement meeting to assist in determining whether or not placement at Bow High School is appropriate.

(3) Barnstead School District certifies that only those students who are in good standing, having experienced no dismissals or expulsions within the current school year will be offered the opportunity to attend Bow Schools.

(4) Such accepted students shall be subject to the rules and regulations pertaining to all Bow School District High School students. The Bow School District further agrees to make available for such high school students facilities and a program of studies comparable to those available to Bow students.

(5) This agreement shall become effective upon signing and shall remain in effect through school year 1998 - 99.

Should either party, for whatever reason, wish to terminate this agreement prior to June, 1999, the other party must provide written notice no less than 30 days prior to the effective date of said termination. In the event of such termination, those students who have entered the Bow system at whatever grade shall be guaranteed a space at Bow High School until graduation or four years, whichever occurs first.

Should either of the parties wish to extend this agreement beyond school year 1998 - 99, written notice should be given the other party on or before June, 1999. Any extension shall be subject to re-negotiation and mutual agreement.

(6) Bow will charge an annual tuition rate, exclusive of special education and transportation costs, to be set by January 15 of each year for the upcoming year calculated as follows: Estimated per pupil cost for the ensuing school year as established by the Bow School Board.

(7) The Barnstead School District agrees to pay tuition for students authorized to attend Bow High School in three payments annually; the first payment covering September 1 to November 15 to be paid by November 30, the second payment covering November 16th to February 28, paid by March 15; and the third payment covering March 1 to the end of the school year, paid by June 15.

(8) Barnstead shall be responsible for all costs for special education students, including educationally related services as defined by RSA 186-C:2, testing and testing-related services, and any legal fees incurred while the student is in attendance.

A Barnstead representative shall act as LEA and shall be invited to all meetings relative to special education matters of Barnstead students.

(9) Barnstead agrees to indemnify Bow for legal fees not covered by Bow's insurance relating to administrative or judicial proceedings for Barnstead students to the extent that the Barnstead School District is alleged to be at fault. In the event of disagreement over the allocation of attorney fees, the parties agree to submit the issue to the Commissioner of Education.

**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 of the day and year first above written.

**SCHOOL DISTRICT OF BARNSTEAD**

**By:** Timothy J. Clark **Date:** 12-2-97

**BOW SCHOOL DISTRICT**

**By:** Nancy R. McMillan **Date:** 11/24/97

Elizabeth Twomey **Date** 12/19/97
Commissioner of Education

**6/25/97**

**BARNSTEAD SCHOOL DISTRICT/COE-BROWN NORTHWOOD ACADEMY TUITION AGREEMENT**

THIS AGREEMENT entered into as of the 26th day of October by and between the Barnstead School District, located in the County of Belknap and State of New Hampshire, and Coe-Brown Northwood Academy, located in the County of Rockingham and State of New Hampshire.

WITNESSETH THAT

WHEREAS said Barnstead School District 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 Coe-Brown Northwood Academy, and has authorized its School Board to enter into a contract therefore on the terms and conditions hereinafter set forth; and

WHEREAS said Coe-Brown Northwood Academy is a high school approved by the Department of Education of the State of New Hampshire, and, bound by their rules and regulations, through its Board of Trustees, 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 promises and of the mutual covenants and agreement hereinafter set forth, it is mutually covenanted and agreed as follows:

1. For the terms of this agreement, spaces provided at Coe-Brown Northwood Academy will be based on Barnstead's needs and Coe-Brown's space availability. The parties agree to give the other the maximum notice possible prior to the start of each school year as to needs and availability. Coe-Brown

agrees to notify Barnstead by December 1st, upon their request, if additional spaces are likely to be available for the following year.

2. For the terms of this agreement, Barnstead will refer students to Coe-Brown who represent a cross-section of Barnstead students in abilities and needs. Students, after showing interest and applying, will be expected to tour the Coe-Brown Northwood Academy facility and meet with the appropriate staff for orientation. Coe-Brown reserves the right to accept or reject any student so referred. Barnstead agrees to make the academic records of each student available prior to the application process. Any student requiring special education shall have completed an agreed to IEP at the time of the application for the upcoming year.

3. Barnstead School District certifies that only those students who are in good standing, having experienced no dismissals or expulsions within the current school year, will be offered the opportunity to attend Coe-Brown Northwood Academy.

4. Any Barnstead students accepted by Coe-Brown Northwood Academy will be subject to rules and regulations pertaining to all Coe-Brown students.

5. This agreement shall become effective upon signing and shall remain in effect through school year 1998 - 1999.

Should either party, for whatever reason, wish to terminate this agreement prior to June 1999, the other party must provide written notice prior to the effective date of said termination. In the event of such a termination, those students who have entered the Coe-Brown system at whatever grade shall be guaranteed a space at Coe-Brown Northwood Academy until graduation or four years, whichever occurs first.

Should either of the parties wish to extend this agreement beyond school year 1998 - 99, written notice should be given by or to the Barnstead School District before March 1, 1999. Any extension shall be subject to re-negotiation and mutual agreement.

6. Coe-Brown Northwood Academy will charge an annual tuition rate exclusive of special education and transportation costs to be set by February 1st of each year for the upcoming year, such rate to be based on projected operating costs. The projected operating costs shall not include capital outlay or repayment of principal and debt provided that there may be added a rental charge, as may be defined by the State Board of Education according to New Hampshire RSA 194:27, such charge currently established at up to two percent of the capital cost of secondary school facilities.

7. The Barnstead School District agrees to pay tuition for students authorized to attend Coe-Brown Northwood Academy in three payments annually:

   On or before September 15th, the District shall pay 40% of the estimated tuition to Coe-Brown Northwood Academy.

   On or before February 1st, the District shall pay 40% of the total adjusted on per diem enrollment to Coe-Brown Northwood Academy.

   On or before June 30th, the District shall pay the remaining tuition due based on per diem enrollment to Coe-Brown Northwood Academy.

8. Coe-Brown shall be responsible for the identification, referral and routine screening of any Barnstead student enrolled at Coe-Brown Northwood Academy who may need special education services.

Barnstead shall be invited to all IEP team meetings and attend such meetings at a mutually agreed time and place. Barnstead shall have the final say as to Local Educational Agency (LEA) in making final decisions as to program and placement.

Barnstead agrees to pay special education costs. These costs may include, but are not limited to, costs of testing and evaluations by specialists, aides, special adaptive equipment, out-of-district placements.

9. Barnstead agrees to indemnify Coe-Brown for legal fees not covered by Coe-Brown's insurance relating to administrative or judicial proceedings for Barnstead students to the extent that the Barnstead School District is alleged to be at fault. In the event of disagreement over the allocation of attorney fees, the parties agree to submit the issue to the Commissioner of Education.

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 of the day and year first above written.

| SCHOOL DISTRICT OF BARNSTEAD | COE-BROWN NORTHWOOD ACADEMY |
|---|---|
| SCHOOL BOARD | BOARD OF TRUSTEES |
| | Roberta N. Stearns |
| DATE 11/3/98 | DATE 10-26-98 |
| | |
| WITNESS | WITNESS |

STATE OF NH, DEPARTMENT OF EDUCATION

By: Elizabeth Twomey
Commissioner of Education

Date: 12-17-98

C: Steve C
Dave D
New Tuition Contract

# CONCORD SCHOOL DISTRICT

## School Administrative Unit #8


**Christine C. Rath**
Assistant Superintendent

**Michael J. Martin**
Assistant Superintendent

**Curtis J. Sokness**
Superintendent

**Robert B. Prohl**
Assistant Superintendent

**Robert P. Monson**
Director of Facilities


Leon/Jan 12/9/98

December 8,1998

Paul Moccia, Superintendent
SAU #51
PO Box 220
Center Barnstead, New Hampshire 03225-0220

Dear Paul:

At the December, 1998 School Board Meeting, the tuition rate for 1999-2000 was set at $7,757.00. The increase was based upon the tuition agreement which Concord has with Barnstead with the rate being the lesser of the Consumer Price Index (.8%) or on actual costs (2.08%).

The above rate will be for the Barnstead students currently enrolled at Concord High School as per our letter of November 3, 1998, which stated that Concord does not have space available to accept 9th grade students.

If you have any questions, please call me.

Sincerely,

Michael J. Martin
Assistant Superintendent

MJM/rb
cc: Curtis J. Sokness, Superintendent
Timothy Mayes, Principal, CHS

# CONCORD SCHOOL DISTRICT
## School Administrative Unit #8


**Christine C. Rath**
Assistant Superintendent

**Curtis J. Sokness**
Superintendent

**Robert B. Prohl**
Assistant Superintendent

**Michael J. Martin**
Assistant Superintendent

**Robert P. Monson**
Director of Facilities


October 28, 1998

Read
C: Barnstead SB
S. O'Neil
Kim Belmont
file
10/30/98

Mr. Paul C. Moccia
Superintendent of Schools
SAU 51
Route 126, P.O. Box 220
Ctr. Barnstead, NH 03225-0220

Dear Paul:

The Finance Committee of our Board will recommend to the full Board, at the monthly meeting on November 2, 1998, that the tuition agreement with Barnstead be not renewed. Present Barnstead students may finish their high school career at Concord High School.

This action is the result of Concord classes being larger than anticipated. The committee members and administration believe that the Barnstead students are an excellent addition to our High School and regret having to discontinue our tuition agreement.

We are open to an arrangement like we had prior to the tuition agreement. We would consider a few tuition students each year, but the committee does not want to be bound to a minimum number of students.

Please call if you should have any questions.

Sincerely,

Curtis J. Sokness
Superintendent

CJS:br668
cc: T. Mayes
M. Martin

**BARNSTEAD SCHOOL DISTRICT/CONCORD SCHOOL DISTRICT**
**TUITION AGREEMENT**

THIS AGREEMENT entered into as of the 7 day of October

by and between the Barnstead School District, located in the County of Belknap and State of New Hampshire, and the Concord School District, located in the County of Merrimack and said State of New Hampshire.

WITNESSETH THAT

WHEREAS said Barnstead 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 Concord 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 Concord School District maintains a high school approved by the Department of Education of the State of New Hampshire 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 promises and of the mutual covenants and agreement hereinafter set forth, it is mutually covenanted and agreed as follows:

1.For the term of this agreement, Concord will make a minimum of 15 spaces per high school grade available to Barnstead. Additional spaces will be based on Barnstead's need and Concord's space availability. The parties agree to give the other the maximum notice possible prior to the start of each school year as to need and availability. Concord agrees to notify Barnstead by December 1 of the prior year if additional spaces are available for the following year.

2.For the term of this agreement, Barnstead will refer students to Concord who represent a cross-section of Barnstead students in abilities and needs. Students once referred will be expected to tour the Concord High School facility and meet with staff and administration. The Superintendent of Schools may propose students for admission who have not found high school placements. However, acceptance by Concord's Superintendent shall be conditioned upon receipt of adequate documentation, space availability, and Concord's paramount obligation to protect the health, safety, and welfare of the resident student population. Barnstead agrees to make the academic and behavioral record of each student available prior to the interview with Concord administrator. Concord reserves the right to accept or reject any student. Any student requiring special education shall have a completed and agreed-to IEP at the time of the interview for the upcoming year.

3.Barnstead School District certifies that only those students who are in good standing, having experienced no dismissals or expulsions within the prior four quarters or 12 months prior to acceptance, whichever is longer, will be offered the opportunity to attend Concord schools.

4.Barnstead agrees that it will provide all existing records and relevant information regarding any tuition student.

5.Such accepted students shall be subject to the rules and regulations pertaining to all Concord School District High School Students. The Concord School District further agrees to make available for such high school students facilities and a program of studies comparable in quality to that presently existing.

6.This agreement shall become effective upon signing and shall remain in effect through school years 1997-1998 and 1998-1999.

Should either party, for whatever reason, wish to terminate this agreement prior to June 1999, the other party must be provided with written notice one year prior to the effective date of said termination. In the event of such a termination, those Barnstead students who have entered the Concord system at whatever grade shall be guaranteed a space at Concord High School until graduation or four years, whichever occurs first.

Should either of the parties wish to extend this agreement beyond school year 1998-1999, written notice should be given the other party on or before January of the contract year. Any extension shall be subject to renegotiation and mutual agreement.

7.Concord will charge an annual tuition rate exclusive of special education and transportation costs to be set by January 15 of each year for the upcoming year calculated as follows:

For the 1997-1998 school year, tuition will be $7,500 for each 9th Grade student up to ten (10) students and $7,350 for each 9th Grade student thereafter. Tuition for 10th, 11th, and 12th Grade students will be $7,350 per student.

For school year 1998-1999 and any subsequent years, tuition may increase based on actual costs, but in no event will the increase exceed the Consumer Price Index, Boston average, all items for all urban consumers, from the most recently published annual statistics.

8.The Barnstead School District agrees to pay tuition for students authorized to attend Concord High School in three payments annually: the first payment covering September 1 to November 15 to be paid by November 30th; the second payment covering November 16 to February 28, paid by March 15; and the third payment covering March 1 to the end of the school year, paid by June 15.

9.Concord shall be responsible for the identification, referral and routine screening of any Barnstead student who may need special educational services. Barnstead shall be invited to all IEP team

meetings and attend such meetings at a mutually agreed time and place. Barnstead shall have the final say as the Local Educational Agency (LEA) in making final decisions as to program and placement.

Barnstead agrees to pay any additional special education costs beyond those covered by tuition. These costs may include, but are not limited to, costs of testing and evaluations by specialists, aides, special adaptive equipment, out-of-district placements, and costs of due process proceedings.

Should any case result in a claim for compensatory education or other alleged damages, each District agrees to cooperate in the defense of the case and agrees to share liability, if any, in proportion to its degree of involvement with the issue giving rise to the claim. In the event there is disagreement with regard to apportioning liability, the Superintendents will meet to resolve the matter and if unsuccessful will refer the case to the State Board of Educaton the decision of which shall be final.

**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 of the day and year first above written.

**SCHOOL DISTRICT OF BARNSTEAD**

By: Timothy Clark Date: 10/7/97

**CONCORD SCHOOL DISTRICT**

By: [signature] Date: 10-6-97

# Governor Wentworth Regional School District

**Post Office Box 190**

TELEPHONE (603) 569-1658

**Wolfeboro Falls, New Hampshire 03896-0190**

FAX (603) 569-6983

SUPERINTENDENT *Sherwood Fluery* ASSISTANT SUPERINTENDENT *John Robertson* CURRICULUM DIRECTOR *Kathleen McCabe*


## LETTER OF COMMITMENT

**November 24, 1997**

not a mountain high school for Barnstead

The Governor Wentworth Regional School Board, hereinafter referred to as Governor Wentworth, while not desirous of entering into a formal tuition agreement and making Kingswood Regional High School a school maintained by Barnstead, offers instead this *Letter of Commitment* to the Barnstead School Board (hereinafter referred to as Barnstead Board).

1. By December 1 each year, the Governor Wentworth Board will notify the Barnstead Board in writing of its intent to continue or terminate the commitments made herein for the subsequent school year. If the intent is to continue these commitments, the Governor Wentworth Board, in its written notification, will also provide Barnstead with an estimate of the maximum number of new students from Barnstead that Governor Wentworth will accept for the following school year.
2. Any Barnstead student who starts his/her high school experience at Kingswood Regional High School will be allowed to stay at Kingswood for his/her entire high school experience provided that the student maintains acceptable academic and citizenship records as determined by Governor Wentworth.
3. Barnstead shall be given first consideration to use any available tuition slots over other school districts making a similar request.
4. Only those Barnstead students who are in good standing, having experienced no dismissals or expulsions within the current school year, will be considered for attendance at Kingswood Regional High School. Of those students, Barnstead students who have siblings who attend or have attended Kingswood Regional High School will be given first consideration over other Barnstead students for available tuition slots. Furthermore, Barnstead will seek admission for only students who are in good standing and have experienced no dismissals or expulsions within the current school year.
5. Governor Wentworth may review the academic and citizenship records of any Barnstead students seeking a tuition placement at Kingswood Regional High School. The Barnstead Board will assist Governor Wentworth by obtaining the necessary releases for said record review. Governor Wentworth reserves the right to determine the academic and citizenship standards for admitting tuition students. Governor Wentworth reserves the right to accept or deny the application of any tuition student from Barnstead.
6. Tuition rates shall be set in accordance with the previous year's high school cost per pupil as calculated on the MS 25 (current high school expenditures less debt service, food service revenue, regular transportation expenditures, special education tuition and transportation expenditures, and capital outlay) plus a 2 percent rental charge on capital costs. This formula corresponds to a sending district's liability as defined in NH RSA 194:27. Billing and payments shall be made in ten (more or less) equal installments with final adjustments made in the last billing. The first payment shall be due on the 15th of August preceding the school year and then on the 15th of each of the next 9 months.
7. Any payment not received by the end of the month shall be subject to an interest charge of one and one-half percent (1.5%) per month on the unpaid balance. Interest shall be calculated from the first

day of the month until it is paid in full. Barnstead shall pay any collection costs incurred by Governor Wentworth on Barnstead tuition charges.

8. The Barnstead Board and/or its authorized agent shall put authorization for tuition enrollment and tuition liability in writing. Said authorization form shall be prepared by Governor Wentworth and submitted to Barnstead with the first tuition billing. Barnstead shall review the authorization form and, if necessary, make corrections to the student roster section. The signed authorization form must be returned to Governor Wentworth prior to the opening of school in September. A copy of the prescribed form is attached hereto and made a part of this *Letter of Commitment*.
9. The cost of any programs or services required by a Barnstead student which are above and beyond those which are offered to regular education students at Kingswood Regional High School shall be paid by Barnstead. These costs are in addition to the regular tuition charges. Said additional program costs will be presented to the Barnstead Board through its superintendent prior to implementation. Barnstead will acknowledge its willingness to accept or reject said liability by sending a letter to the Governor Wentworth School Board. Should said additional costs not be approved by Barnstead, the student requiring the services will no longer be eligible for enrollment at the Kingswood Regional High School and placement of said student in an appropriate educational program shall immediately become the sole responsibility of the Barnstead Board.
10. Consistent with students residing in Governor Wentworth, Barnstead students will be required to pay, as individuals, for certain optional programs or activities (i.e. senior class trip).
11. Barnstead students will have the same access to activity or field trip transportation as any other Governor Wentworth student. However, transportation to and from school, including a late bus, is not included in the tuition commitment, shall not be provided by Governor Wentworth and is the sole responsibility of Barnstead.
12. Barnstead shall be solely responsible for the actual costs of special education services and any other special programs including, but not limited to ESL, which exceed the usual services that the Governor Wentworth Regional School District provides to nondisabled students not included in the operating budget. By sending a special education student to Kingswood Regional High School, Barnstead agrees to reimburse and indemnify the Governor Wentworth Regional School District for all educationally related services and all other costs of education, including transportation, not included in the normal operating budget.
13. Governor Wentworth reserves the right to change its policy or cancel this commitment regarding the acceptance of tuition students from Barnstead but will do so only in conjunction with the December 1 notification date noted in paragraph 1 herein.

**GOVERNOR WENTWORTH REGIONAL SCHOOL BOARD**

By: _____

Gordon L. Hunt
Its Chairman, Duly Authorized

The acceptance of this *Letter of Commitment* by the Barnstead School Board is hereby acknowledged as witnessed by the signature below.

BARNSTEAD SCHOOL BOARD

By: _____
Timothy Clark
Its Chairman, Duly Authorized

Enclosure

# Barnstead Tuition Authorization for Kingswood Regional High School

The Barnstead School Board hereby authorizes the following students to attend the Kingswood Regional High School for the 19___ 19___ school year and assumes financial liability for these students as defined under NH RSA 194:27. In authorizing these students to attend Kingswood Regional High School, the Barnstead School Board acknowledges and agrees to accept the terms, conditions and requirements specified in the *Letter of Commitment* offered by the Governor Wentworth School Board dated November 24, 1997.

| Student Name | Grade | Student Name | Grade |
|---|---|---|---|

By:_____
Barnstead Superintendent of
Schools, Duly Authorized

Dated: _____

# SCHOOL ADMINISTRATIVE UNIT THIRTY
Gilford, Gilmanton, Laconia School Districts

Stephen G. Russell, Superintendent of Schools
Carolann Wais, Assistant Superintendent of Schools

Lori DeTrude, Director of Student Services
Edward Emond, Business Administrator


Has not progressed with complaint

February 19, 1998

Paul C. Moccia, Superintendent of Schools
SAU #51
P.O. Box 220
Center Barnstead NH 03225

Dear Paul:

Our apologies for the delay in responding to your inquiry regarding a proposed tuition agreement between the Barnstead and Laconia School Districts for the 1998-99 school year.

During the past month we have had the opportunity to review your proposed contract. Our comments and proposed language changes are provided for your consideration. Should you wish to continue to pursue this arrangement, we would be glad to plan accordingly. At the present time we are aware of only one Barnstead student who has expressed an interest in attending Laconia High School. (Do you really anticipate the need for a minimum of twenty spaces?)

Once you have had an opportunity to review this information, please give me a call.

Sincerely,

Stephen Russell

SR:p
Enclosure


P.O. Box 309, Laconia New Hampshire 03247-0309
Tel. (603) 524-5710, FAX (603) 528-8442
EQUAL OPPORTUNITY EMPLOYER

# BARNSTEAD SCHOOL DISTRICT/LACONIA SCHOOL DISTRICT
# TUITION AGREEMENT

THIS AGREEMENT entered into as of the _____ day of _____ by and between the Barnstead School District, located in the County of Belknap and State of New Hampshire, and the Laconia School District, also located in the County of Belknap and State of New Hampshire.

WITNESSETH THAT

WHEREAS said Barnstead School District does not maintain a high school, is desirous of having certain of its students, who seek a high school education, attend high school at said Laconia High School, and has authorized its School Board to enter into a contract therefore on the terms and conditions hereinafter set forth; and

WHEREAS said Laconia High School is a high school approved by the Department of Education of the State of New Hampshire, and, bound by their rules and regulations, through its ~~Board of Trustees~~ 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 promises and of the mutual covenants and agreement hereinafter set forth, it is mutually covenanted and agreed as follows:

1. For the terms of this agreement, Laconia will make available a minimum of ~~twenty (20)~~ fifteen spaces to Barnstead students for 98-2000 sch yrs. Any additional spaces will be based on Barnstead's needs and Laconia High School's space availability. The parties agree to give the other the maximum notice possible prior to the start of each school year as to needs and availability. Laconia School District agrees to notify

with the understanding that this may be limited further given timely notice.

Barnstead by December 1st, upon their request, if additional spaces are likely to be available for the following year.

2. For the terms of this agreement, Barnstead will refer students to Laconia High School who represent a cross-section of Barnstead students in abilities and needs. Students, after showing interest and applying, will be expected to tour the Laconia High School facility and meet with the appropriate staff for orientation. Laconia High School reserves the right to accept or reject any student so referred. Barnstead agrees to make the academic records of each student available prior to the application process. Any student requiring special education shall have completed an agreed to IEP at the time of the application for the upcoming year.

3. Barnstead School District certifies that only those students who are in good standing, having experienced no dismissals or expulsions within the ~~current~~ school year, will be offered the opportunity to attend Laconia High School.

4. Any Barnstead students accepted by Laconia High School will be subject to rules and regulations pertaining to all Laconia High School students.

5. This agreement shall become effective upon signing and shall remain in effect through school year ~~1998-99~~. Should either party, for whatever reason, wish to terminate this agreement prior to June ~~1999~~, the other party must provide written notice prior to the effective date of said termination. In the event of such a termination, those students who have entered Laconia High School at whatever grade shall be guaranteed a space at Laconia High School until graduation or four years, whichever occurs first.

Should either of the parties wish to extend this agreement beyond school year ~~1998 - 99~~, written notice should be given by or to the Barnstead School District before ~~March 1, 1999~~.

6. Laconia School District will charge an annual tuition rate exclusive of special education and transportation costs ~~to be set by February 1st of each year for the~~ upcoming year, such rate ~~to be~~ based on projected operating costs. The projected operating costs shall not include capital outlay or repayment of principal and debt provided that there may be added a rental charge, as may be defined by the State Board of Education according to New Hampshire RSA 194:27, such charge currently established at up to two percent of the capital cost of secondary school facilities.

7. The Barnstead School District agrees to pay tuition for students authorized to attend Laconia High School in three payments annually:

   On or before September 15th, the District shall pay 40% of the estimated tuition to the Laconia School District.

   On or before February 1st, the District shall pay 40% of the total adjusted on per diem enrollment to the Laconia School District.

   On or before June 30th, the District shall pay the remaining tuition due based on per diem enrollment to the Laconia School District.

8. Laconia School District shall be responsible for the identification, referral and routine screening of any Barnstead student enrolled at Laconia High School who may need special education services.

Barnstead shall be invited to all IEP team meetings and attend such meetings at a mutually agreed time and place. Barnstead shall have the final say as to Local Educational Agency (LEA) in making final decisions as to program and placement.

Barnstead agrees to pay special education costs. These costs may include, but are not limited to, costs of testing and evaluations by specialists, aides, special adaptive equipment, out-of-district placements.

9. Barnstead agrees to indemnify Laconia School District for legal fees ~~not covered~~ and other expenses related to Barnstead students attending Laconia High School by Laconia School District's insurance relating to administrative or judicial proceedings for Barnstead students to the extent that the Barnstead School District is alleged to be at fault. In the event of disagreement over the allocation of attorney fees, the parties agree to submit the issue to the Commissioner of Education.

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 of the day and year first above written.

| SCHOOL DISTRICT OF BARNSTEAD SCHOOL BOARD | SCHOOL DISTRICT OF LACONIA SCHOOL BOARD |
|---|---|
| _____ | _____ |
| DATE_____ | DATE_____ |
| _____ | _____ |
| WITNESS | WITNESS |

OMBUDSMAN
EDUCATIONAL SERVICES

With Governor Winthrop School

# PRIVATE ENROLLMENT FINANCIAL AGREEMENT

We expect the same integrity of parents in meeting their financial responsibilities that parents expect of Ombudsman in dealing with students. It is understood that parents will conscientiously keep their accounts current and pay all tuition in a timely manner.

A $50 charge is required at the time of testing and/or the enrollment agreement is signed. This charge is credited against the first tuition payment and covers initial testing and consultation. Under no circumstances will the $50.00 charge be refundable.

A $25.00 service charge will be charged for any check returned by the bank for any reason. Enrollment will be terminated until the account is current and charges have been paid.

**No credits, promotions, transcripts, or diplomas will be released unless all financial commitments have been satisfactorily met. Three weeks processing time is allowed for checks to clear the bank.**

The student's enrollment is subject to the terms and conditions of the Enrollment Agreement signed by student and parent or guardian. Any student in violation of the Enrollment Agreement may be terminated from the program. In such case, the days of attendance for the month of withdrawal will be prorated at $20.00 per day and the balance of the monthly tuition will be refunded.

There may be no variances to this financial agreement without the prior written approval of an authorized person representing the administrative office of Ombudsman Educational Services located in Libertyville, Illinois.

Two options are available for the payment of private tuition. The payment plans reflect enrollment September through May and the student calendar will apply. Days of attendance in August and June will be prorated at $20.00 per day. Enrollments after September will also be prorated at $20.00 per day for the days of attendance prior to the first day of the month following enrollment. **This amount is payable prior to or at the time of enrollment. A student may not be in attendance until this payment has been made. No adjustments or refunds will be made for holidays, vacations or absences for any reason.**

I have read and agree to all of the financial conditions of my student's enrollment.

_____
Parent/Guardian Signature



1585 NORTH MILWAUKEE AVENUE • LIBERTYVILLE, ILLINOIS 60048 • TELEPHONE 847.367.6383 • FAX 847.367.6191

1. **SINGLE PAYMENT:** Parents may elect to pay tuition for the entire school year in a single payment. The following discounts apply to the single payment plan. Refunds to a single payment will be prorated at the monthly plan rate.

| ENROLLMENT | SINGLE PAYMENT | ANNUAL TUITION | DISCOUNT | SAVINGS |
|---|---|---|---|---|
| September | $3,060 | $3,600 | 15% | $540 |
| October | $2,880 | $3,200 | 10% | $320 |
| November | $2,520 | $2,800 | 10% | $280 |
| December | $2,280 | $2,400 | 5% | $120 |

2. **MONTHLY PLAN:** Tuition for the school year is $400 per month for nine months September through May. Each monthly payment is due **PRIOR** to the first day of each month. If payment is not current, the student will not be allowed in attendance.

   a. Monthly tuition payments not received prior to the first of the month will be considered past due and the **student will be withdrawn until such time as tuition payments are current. A late payment charge of $10.00 per month will apply.** There are no exceptions.

   b. **A day of attendance in any one month,** excluding the first month of attendance **will be considered attendance for the entire month** and payments are non-refundable.

_____ Student Name

_____ Date

_____ Parent/Place of Employment

_____ Telephone

_____ Employment Address

_____ Parent Signature

_____ Parent/Social Security Number

* Please sign both sides of this agreement*

---

*

☐ Plan 1/Single Payment

☐ Plan 2/Monthly Payments

Received $ _____ ☐ Check No._____

☐ Visa/MasterCard Card No._____ Exp. Date:_____

Cardholder signature _____

*Tuition may be paid by check, money order, cashier's check or credit card. **No cash will be accepted.**

**Checks are to be made payable to Ombudsman Educational Services and mailed to:**

1585 North Milwaukee Avenue, Suite 11
Libertyville, Illinois 60048

Existing students +?

# TUITION AGREEMENT

## PEMBROKE ACADEMY
## PEMBROKE SCHOOL DISTRICT
## PEMBROKE, NEW HAMPSHIRE

THIS AGREEMENT is entered into by and between the **Barnstead** School District, located in the County of ~~Rockingham~~ Belknap and State of New Hampshire, and the Pembroke School District located in the county of Merrimack and said State of New Hampshire.

WHEREAS said **Barnstead** School District 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 Pembroke School District, and has authorized its School Board to enter into a contract thereof on the terms and conditions hereinafter set forth: and

WHEREAS said Pembroke School District maintains Pembroke Academy, a high school approved by the Department of Education of the State of New Hampshire, and, through its School Board and, at its sole discretion, 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 promises and of the mutual covenants and agreements hereinafter set forth, it is mutually covenanted and agreed as follows:

(1) If the **Barnstead** School Board elects to request that the Pembroke School Board accept a number of the **Barnstead** School District's high school students, and the Pembroke School Board in its discretion is willing to accept a number of such students, terms hereinafter set forth shall apply.

(2) The Pembroke School Board reserves the right to accept **Barnstead** students for programs currently being offered on a space available basis as outlined in Pembroke School Board Policy. Enrollment availability will be based upon the number of enrolled students from Pembroke and A.R.E.A. districts, program availability, and program capacity. Non-A.R.E.A. students will be accepted as tuition students only if such acceptance will not be detrimental to programs or result in additional costs to the Pembroke School District.

(3) Any supplemental costs for special education services will be added to the costs of the school board approved tuition rate and become the responsibility of the sending district under RSA 286:1a. Failure to pay these costs by the sending district will result in removal of the student from enrollment in the Pembroke School District.

(4) Such accepted students shall be subject to the rules and regulations pertaining to all Pembroke Academy students. The Pembroke School District further agrees to make available for such high school students facilities and a program of studies comparable in quality to those presently existing.

(5) The period of this contract shall commence with the school year beginning in August, 1998 and terminate with the school year ending in June, 1999 unless sooner terminated by mutual agreement of the parties or by an uncontrollable circumstance or disaster.

(6) The cost of tuition is determined annually by the Pembroke School Board. Tuition for 1998-99 is $5,635 per student.

(7) The Barnstead School District agrees to pay tuition for students authorized to attend Pembroke Academy in advance quarterly. Should a Barnstead student leave Pembroke Academy prior to the end of the quarter, tuition will not be refunded.

(8) Requests for initial admission of incoming ninth grade or transfer students must be received by the Pembroke School Board no later than February 15 for the ensuing school year. Exceptions from this cutoff date may be granted under the dictates of number two (2) above to students who, due to transfer or other reasons acceptable to the school board, do not comply with this schedule.

The Pembroke School Board agrees to allow the continued attendance through graduation of those students initially accepted at Pembroke Academy who exhibit appropriate citizenship, attendance and academic progress.

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 of the day and year first above written.

SCHOOL DISTRICT OF BARNSTEAD

by _____ Date 10/6/98

SCHOOL DISTRICT OF PEMBROKE

by _____ Date 1/12/99

# BARNSTEAD SCHOOL DISTRICT/PITTSFIELD SCHOOL DISTRICT TUITION AGREEMENT

## 1999 - 2000

**THIS AGREEMENT** entered into as of the 1st day of July, by and between the Barnstead School District, located in the County of Belknap and State of New Hampshire, and the Pittsfield School District, located in the county of Merrimack and said State of New Hampshire.

WITNESSETH THAT

WHEREAS said Barnstead 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 Pittsfield 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 Pittsfield School District maintains a high school approved by the Department of Education of the State of New Hampshire 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 promises and of the mutual covenants and agreement hereinafter set forth, it is mutually covenanted and agreed as follows:

(1) For the term of this agreement, Pittsfield will make a minimum of 50 spaces available to Barnstead students who meet the eligibility criteria established by Pittsfield School Board Policy. Additional spaces will be based on Barnstead's need and Pittsfield's space availability. The parties agree to give the other the maximum notice possible prior to the start of each school year as to need and availability. Pittsfield agrees to notify Barnstead by December 1st of the prior year if additional spaces are available for the following year.

(2) For the term of this agreement, Barnstead will refer students to Pittsfield who represent a cross-section of Barnstead students in abilities and needs. Students once referred will be expected to tour the Pittsfield High School facility and meet with staff and administration. Pittsfield reserves the right to accept or reject any students so referred. However, the Superintendent of Schools may assign students to Pittsfield High School when appropriate after consultation with the Pittsfield School Board. Barnstead agrees to make the academic, attendance and discipline records of each student available prior to the interview with Pittsfield administrators. Any student requiring special education shall have completed and agreed to an IEP at the time of the interview for the upcoming year.

(3) Barnstead School District certifies that only those students who are in good standing, having experienced no dismissals or expulsions within the current school year will be offered the opportunity to attend Pittsfield Schools.

(4) Such accepted students shall be subject to the rules and regulations pertaining to all Pittsfield School District High School students. The Pittsfield School District further agrees to make available for such high school students facilities and a program of studies comparable in quality to that presently existing.

(5) This agreement shall become effective upon signing and shall remain in effect through school year 1999 - 2000.

Should either party, for whatever reason, wish to terminate this agreement prior to December 1, 1999, the other party must provide written notice prior to the effective date of said termination. In the event of such termination, those students who have entered the Pittsfield system at whatever grade shall be guaranteed a space at Pittsfield High School until graduation or four years, whichever occurs first.

Should either of the parties wish to extend this agreement beyond school year 1999 - 2000, written notice should be given the other party on or before June, 2000. Any extension shall be subject to re-negotiation and mutual agreement.

(6) Pittsfield will set an annual tuition rate exclusive of special education and transportation costs by May 15 of each year for the upcoming year calculated as follows:

(7) The annual tuition rate per student is guaranteed not to exceed the school district's announced tuition rate of $7,513 per student for the 1999 - 2000 school year. The tuition payments will be calculated in the following manner:

Payments will be made in 10 monthly installments in the first check cycle of each month. The amount of each installment will be calculated bi-monthly by the SAU #51 Office Staff. Student enrollment for purposes of calculating two consecutive monthly payments shall be the total number of Barnstead students in attendance at PMHS on the first day of each two month period.

An example would be: The student audit on September 1st is 50 Barnstead students in attendance at Pittsfield MHS. The amount of both the September and October payments will equal the announced tuition ($7,513) x 50 students divided by 10 installments or $37,565.

(8) Barnstead will make available the evaluations and Individual Education Plans of any referred special education student. A meeting will be held between the special needs staff and administration of both districts to determine if the IEP of each special education student can be implemented at Pittsfield High School. Barnstead agrees to pay special education costs as established. These costs may include, but are not limited to, costs for testing and evaluations by specialists, aides, special adaptive equipment, out-of-district placements or other related services. Barnstead will be responsible for screening, evaluation, and identification of any Barnstead High School students attending Pittsfield High School who may need special education services. Barnstead and Pittsfield will jointly schedule meetings to develop IEP's for Barnstead special needs students. At each IEP meeting it will be determined if, and how, the IEP can be implemented at Pittsfield High School.

**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.

**BARNSTEAD SCHOOL DISTRICT**

By: _____ Date: 7/12/99

**PITTSFIELD SCHOOL DISTRICT**

By: _____ Date: 7/1/99

# SUBCOMMITTEE WORK SESSION

COMMITTEE: EDUCATION

BILL NUMBER: HB 466

TITLE: ESTABLISHING COMMITTEE STUDY OPTIONS OF DISTRICTS NO HIGH SCHOOLS

DATE: 9-23-9 LOB ROOM: 207

TIME CALLED TO ORDER: 10.00 TIME ADJOURNED: 11.40

SUBCOMMITTEE MEMBERS: B DEARBORN, P DAVIS, B HOADLEY, C JEAN, C YEATON

NOTES: (Attach additional sheets if necessary)

RECOMMENDATION TO THE FULL COMMITTEE:

- ☐ See Below
- ☐ No Recommendation Yet

RESPECTFULLY SUBMITTED,

Rep. _____
For the Subcommittee

Rev. 08/24/98

# Testimony

Written Testimony of Rep. Joe Stone Rock. District 7 Town of Deerfield
HB466 March 23.1999

Good afternoon Madam Chairman. and members of the Education Committee

For the record my name is Representative Joe Stone representing Rockingham District #7 the town of Deerfield.

Myself along with the bill's co-sponsors are here this afternoon to talk to you about a very serious problem several school districts are facing today. I am talking about several towns throughout New Hampshire who are faced with the increasing problem of being able to tuition their high school students to a receiving high school. I am speaking namely of the Deerfield, Barnstead and Litchfield School Districts. Since the filing of this bill Litchfield has relieved their situation by voting to build a high school. Barnstead, to my knowledge still has this problem and although Deerfield voted this past Saturday to form a Cooperative School District with Nottingham, it is to early to tell whether or not the two districts will vote to build a 15-20 million dollar high school when this vote is taken a year down the road.

Previous to the school district meeting feelers were sent to high schools within an hours drive from Deefield to see if they would accept tuition students. It is my understanding that Somersworth , Exeter and Raymond responded to this request. Also within this radius are two private schools Derryfield School in Manchester and Phillips Exeter Academy in Exeter. [ Raymond a SB 2 town voted last week not to approve the school boards budget and as a result last years budget was adopted ]

As to the dilemma facing the Deerfield youngsters I draw reference to the Superintendent's letter of 11/13/98 to Commissioner Twomey outlining the problem. Copies of this have been given to the Committee. Presently we send students to Concord, Oyster River, Coe Brown, Pembrook Academy and Manchester Central and Memorial. , Pembrook now accepts no more students while Concord and Oyster River have said they will not accept more new students in the future.Coe Brown accepts only 10 -15 students each year on a highly competitive basis and the Manchester Schools will accept some but with no guarantee of an exclusive contract with Deerfield. So as the Superintendent states in his letter, our 2000/01 class has no guarantees or assurances that we will have any high school placements available.

Some of the present members of this committee may remember that several years ago I filed a bill which would of allowed the school district to support tuition payments up to the average amount paid to the contracted high schools with families assuming responsibility for any tuition above this limit. I withdrew this bill on the date of the hearing after contacting the Department of Education and finding there were many gray areas in the statues which would also need addressing if that legislation had proceeded on.

Again this time when I sat down with Patricia Busselle and Gerry Bourgious of the Dept. of Education about looking for some type of Legislation to solve this problem it was again determined there were many gray areas and the best way to approach this problem was to create a commission to study the education options for an school district not maintaining high schools. So committee members this is why we are here this afternoon to ask you to vote favorably on this bill so that we can send it along to the Senate for their approval and hopefully help to find a solution to the problems facing both Deerfield , Barnstead and probably other districts in the state.

Thank you for your time and I will try to answer any questions I can.

NEW HAMPSHIRE SCHOOL ADMINISTRATIVE UNIT NO. 53

267 PEMBROKE STREET
PEMBROKE, NEW HAMPSHIRE 03275
TELEPHONE (603) 485-5187
FAX (603) 485-9529

November 13, 1998

Elizabeth M. Twomey, Commissioner
New Hampshire Department of Education
101 Pleasant Street
Concord, New Hampshire 03301

Dear Commissioner Twomey:

The Deerfield School District currently tuitions its students in grades nine through twelve to several public high schools located in neighboring communities. Deerfield maintains short-term, non-exclusive contractual agreements with each receiving district. Due to changing demographics, some of Deerfield's present high school "choices" will not be available in future years, prompting the Deerfield School Board to investigate other options for educating its high school population.

The Deerfield School Board has directed me to seek authorization to place the District's high school students in any state-approved school which will accept them, based upon student/parent application. It would be the District's intention to support tuition payments up to the highest amount paid to a "contracted" high school for these individual enrollments. Families would assume responsibility for any tuition above this limit.

Current enrollment statistics of eighth and seventh grade students at Deerfield Community School clearly indicate a severe problem with high school placement in the future. Of the 44 students currently in eighth grade, we have been assured of placement for approximately 30 students for the 1999/2000 school year. Of the 66 students currently in seventh grade, there are no guarantees or assurances that we will have any high school placements available.

Deerfield has spent a great amount of time and energy in seeking appropriate solutions to its high school issues. A previous proposal to form a Cooperative District and build a high school with Auburn, Candia and Hooksett failed to gain support within the four communities. Members of the cooperative committee have continued the process and are currently working with the town of Nottingham to form as a Cooperative District as early as March, 1999. In the best circumstances, this process could easily take two years or more to finalize. At worst, Deerfield and/or Nottingham may refuse to vote in support of the project.

In either case, the District's students and parents are faced with the disturbing reality that there may not be any available "standard" high school placements in September of 2001. Given the dilemma faced by the Barnstead District this past fall, the Deerfield Board seeks to pro-actively establish as many viable options for high school student placement as possible. Your assistance and advice and that of the Department of Education and State School Board will be very helpful and much appreciated.

Please contact me if I can provide further information about this request.

Sincerely,

Thomas Haley
Superintendent of Schools

TH:rm

# EXECUTIVE ORDER NUMBER 98-3

an order establishing the Kids Cabinet

WHEREAS children are New Hampshire's most precious resource; and

WHEREAS the health and well-being of our children is our most important responsibility; and

WHEREAS the State of New Hampshire has multiple state agencies that administer programs and activities that promote the health, well-being and education of New Hampshire's children; and

WHEREAS in the absence of coordination, some services for children may be duplicated among state agencies while other services that might meet the needs of children in New Hampshire are not being provided; and

WHEREAS through the integration of state services and close cooperation among state agencies, we can achieve significant improvements in the health, education, and well-being of our children;

NOW, THEREFORE, I, JEANNE SHAHEEN, GOVERNOR of the State of New Hampshire, by the authority vested in me pursuant to Part II, Article 41 of the New Hampshire Constitution, do hereby establish effective October 12, 1998 the Kids Cabinet, charged with the following responsibilities:

to coordinate agency activities and resources to achieve targeted outcomes for improving children's health and well-being;

to establish an integrated policy and budgeting framework for children's services;

to remove barriers to collaboration among state and other agencies; and

to identify both service gaps and areas of duplication and implement more comprehensive and efficient services for children.

The Kids Cabinet shall be comprised of the following members, with the Governor to serve as Chairperson:

Governor of the State of New Hampshire
Commissioner of the Department of Health and Human Services
Commissioner of the Department of Education
The Attorney General of the State of New Hampshire
Commissioner of the Department of Youth Development Services
Commissioner of the Department of Employment Services

Commissioner of the Department of Corrections
Commissioner of the Department of Safety
Coordinator of New Hampshire Highway Safety Agency
The Adjutant General of the New Hampshire National Guard
Administrative Justice of the District and Municipal Courts, *ex officio*

Given at the Executive Chambers in Concord, this twelfth day of October, in the year of Our Lord, one thousand nine hundred and ninety-eight and of the independence of the United States of America, two hundred and twenty-two.

GOVERNOR OF NEW HAMPSHIRE

# BARNSTEAD SCHOOL DISTRICT/ALTON SCHOOL DISTRICT

## TUITION AGREEMENT 1999-2000

THIS AGREEMENT entered into as of the 25th day of January, 1999 by and between the Barnstead School District, located in the County of Belknap and State of New Hampshire, and the Alton School District, located in the County of Belknap and said State of New Hampshire.

WITNESSETH THAT

WHEREAS said Barnstead 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 Alton 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 Alton School District maintains a high school approved by the Department of Education of the State of New Hampshire 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 promises of the mutual covenants and agreement hereinafter set forth, it is mutually covenanted and agreed as follows:

(1) This Agreement is effective upon signing for the 1999-2000 school year and shall continue from year to year thereafter unless either party gives written notice of non-renewal to the other prior to November 15, 1999. Upon such written notification, the Agreement will terminate on June 30, 2000. In the event of such termination, Barnstead students already attending Alton shall be guaranteed a space in Alton until graduation or four years, whichever occurs first.

(2) For the term of this Agreement, Alton will make the spaces occupied by Barnstead students currently enrolled in and continuing to attend Alton High School, available to Barnstead but will not take any new students for the 1999-2000 school year. Alton agrees to notify Barnstead by November 15, 1999, if any additional spaces will be available for the 2000-2001 school year.

(3) Alton will charge an annual per-pupil tuition rate exclusive of special education and transportation costs to be set by June 1 of each year for the upcoming year calculated as follows: the current expenses of operation of Alton High School, as estimated by the State Board of Education for the preceding school year, which shall include all costs except costs of transportation of pupils and except capital outlay and debt obligations, divided by average daily membership for the preceding school year

plus a rental charge of 2% (two percent) of the capital costs of the high school facilities defined as current value of land (assessed land value per Alton Town Hall), plus current insured value of buildings and modulars, plus current insured value of contents, divided by average daily membership for the preceding year.

(4) The Barnstead School District agrees to pay tuition for students authorized to attend Alton High School in four payments annually: October 1st, January 1st, April 1st and June 1st.

(5) Alton shall be responsible for the referral of any Barnstead high school student attending Alton Central School who may need special education services. Barnstead will be responsible for identification, evaluation and screening. Barnstead shall be invited to all IEP team meetings, and attend such meetings, at a mutually agreed time and place.

Barnstead agrees to pay special education costs to the extent that the costs of providing special education and related services to an educationally handicapped student exceed the cost of educating non-handicapped students enrolled under this Agreement. These costs may include, but are not limited to, costs of testing and evaluations by specialist, aides, special adaptive equipment, and other related services for special education students and Section 504 students.

(6) Barnstead agrees to indemnify Alton for legal fees not covered by Alton's insurance relating to administrative or judicial proceedings for Barnstead students. In the event of disagreement over the allocation of attorney fees, the parties agree to submit the issue to the Commissioner of Education.

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 of the day and year first above writing.

BARNSTEAD SCHOOL DISTRICT

By: Timothy J. Clark

Date: 3/16/99

ALTON SCHOOL DISTRICT

By: Deborah P Burton

Date: 4-6-99

Approved by State Board of Education May 17, 1999

Elizabeth Twomey

Elizabeth M. Twomey
Commissioner of Education

School Administrative Unit No. 67
Office Of The Superintendent Of Schools
32 White Rock Hill Road
Bow, New Hampshire 03304-4219
(603) 224-4728
Fax 224-4111

C: [illegible] Dodd
file.

Ralph J. Minichiello
*Superintendent of Schools*

Peter A. Chamberlin
*Business Administrator*

January 19, 1999

Mr. Paul Moccia
Superintendent of Schools
P. O. Box 220
Center Barnstead, NH 03225-0220

Dear Superintendent Moccia:

At its January 14, 1999 meeting, the Bow School Board established the tuition rate for Bow High School for the 1999/2000 school year.

The rate established of next year is $8,200.00. If you have any questions on how the rate was established, please feel free to contact Peter Chamberlin, Business Administrator for the Bow School District.

Sincerely,

Ralph J. Minichiello
Superintendent of Schools

RJM:dbr
cc: Peter Chamberlin

**BARNSTEAD SCHOOL DISTRICT/BOW SCHOOL DISTRICT**
**TUITION AGREEMENT**

THIS AGREEMENT entered into as of the 2 day of December by and between the Barnstead School District, located in the County of Belknap and State of New Hampshire, and the Bow School District, located in the County of Merrimack and said State of New Hampshire.

WITNESSETH THAT

WHEREAS said Barnstead 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 Bow 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 Bow School District maintains a high school approved by the Department of Education of the State of New Hampshire through its School Board, is willing to receive certain students from outside the district and to afford them the opportunity to participate in the Bow High School program;

NOW , THEREFORE, in consideration of the promises and of the mutual covenants and agreement hereinafter set forth, it is mutually covenanted and agreed as follows:

(1) For the term of this agreement, Bow will make a minimum of 15 spaces available to Barnstead. Additional spaces will be based on Barnstead's need and

Bow's space availability. The parties agree to give the other the maximum notice possible prior to the start of each school year as to need and availability, but not less than 30 days prior to the start of school. Bow agrees to notify Barnstead by December 1 of the prior year if additional spaces are available for the following year.

(2) For the term of this agreement, Barnstead will refer students to Bow who represent a cross-section of Barnstead students in abilities and needs. Students once referred will be expected to tour the Bow High School facility and meet with staff and administration. Bow reserves the right to accept or reject any student so referred. Subject to the above, the Superintendent of Schools may assign students to Bow High School when appropriate. Barnstead agrees to make the complete cumulative file of each student available prior to the interview with Bow administrators. Any student requiring special education shall have a completed and agreed to IEP at the time of the interview for the upcoming year. The LEA for the Bow School District shall be present at the placement meeting to assist in determining whether or not placement at Bow High School is appropriate.

(3) Barnstead School District certifies that only those students who are in good standing, having experienced no dismissals or expulsions within the current school year will be offered the opportunity to attend Bow Schools.

(4) Such accepted students shall be subject to the rules and regulations pertaining to all Bow School District High School students. The Bow School District further agrees to make available for such high school students facilities and a program of studies comparable to those available to Bow students.

(5) This agreement shall become effective upon signing and shall remain in effect through school year 1998 - 99.

Should either party, for whatever reason, wish to terminate this agreement prior to June, 1999, the other party must provide written notice no less than 30 days prior to the effective date of said termination. In the event of such termination, those students who have entered the Bow system at whatever grade shall be guaranteed a space at Bow High School until graduation or four years, whichever occurs first.

Should either of the parties wish to extend this agreement beyond school year 1998 - 99, written notice should be given the other party on or before June, 1999. Any extension shall be subject to re-negotiation and mutual agreement.

(6) Bow will charge an annual tuition rate, exclusive of special education and transportation costs, to be set by January 15 of each year for the upcoming year calculated as follows: Estimated per pupil cost for the ensuing school year as established by the Bow School Board.

(7) The Barnstead School District agrees to pay tuition for students authorized to attend Bow High School in three payments annually; the first payment covering September 1 to November 15 to be paid by November 30, the second payment covering November 16th to February 28, paid by March 15; and the third payment covering March 1 to the end of the school year, paid by June 15.

(8) Barnstead shall be responsible for all costs for special education students, including educationally related services as defined by RSA 186-C:2, testing and testing-related services, and any legal fees incurred while the student is in attendance.

A Barnstead representative shall act as LEA and shall be invited to all meetings relative to special education matters of Barnstead students.

(9) Barnstead agrees to indemnify Bow for legal fees not covered by Bow's insurance relating to administrative or judicial proceedings for Barnstead students to the extent that the Barnstead School District is alleged to be at fault. In the event of disagreement over the allocation of attorney fees, the parties agree to submit the issue to the Commissioner of Education.

**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 of the day and year first above written.

**SCHOOL DISTRICT OF BARNSTEAD**

**By:** Timothy J. Clark **Date:** 12-2-97

**BOW SCHOOL DISTRICT**

**By:** Mario R. McMillan **Date:** 11/24/97

Elizabeth Twomey **Date** 12/9/97
Commissioner of Education

**6/25/97**

**BARNSTEAD SCHOOL DISTRICT/COE-BROWN NORTHWOOD ACADEMY TUITION AGREEMENT**

THIS AGREEMENT entered into as of the 26th day of October by and between the Barnstead School District, located in the County of Belknap and State of New Hampshire, and Coe-Brown Northwood Academy, located in the County of Rockingham and State of New Hampshire.

WITNESSETH THAT

WHEREAS said Barnstead School District 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 Coe-Brown Northwood Academy, and has authorized its School Board to enter into a contract therefore on the terms and conditions hereinafter set forth; and

WHEREAS said Coe-Brown Northwood Academy is a high school approved by the Department of Education of the State of New Hampshire, and, bound by their rules and regulations, through its Board of Trustees, 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 promises and of the mutual covenants and agreement hereinafter set forth, it is mutually covenanted and agreed as follows:

1. For the terms of this agreement, spaces provided at Coe-Brown Northwood Academy will be based on Barnstead's needs and Coe-Brown's space availability. The parties agree to give the other the maximum notice possible prior to the start of each school year as to needs and availability. Coe-Brown

agrees to notify Barnstead by December 1st, upon their request, if additional spaces are likely to be available for the following year.

2. For the terms of this agreement, Barnstead will refer students to Coe-Brown who represent a cross-section of Barnstead students in abilities and needs. Students, after showing interest and applying, will be expected to tour the Coe-Brown Northwood Academy facility and meet with the appropriate staff for orientation. Coe-Brown reserves the right to accept or reject any student so referred. Barnstead agrees to make the academic records of each student available prior to the application process. Any student requiring special education shall have completed an agreed to IEP at the time of the application for the upcoming year.

3. Barnstead School District certifies that only those students who are in good standing, having experienced no dismissals or expulsions within the current school year, will be offered the opportunity to attend Coe-Brown Northwood Academy.

4. Any Barnstead students accepted by Coe-Brown Northwood Academy will be subject to rules and regulations pertaining to all Coe-Brown students.

5. This agreement shall become effective upon signing and shall remain in effect through school year 1998 - 1999.

Should either party, for whatever reason, wish to terminate this agreement prior to June 1999, the other party must provide written notice prior to the effective date of said termination. In the event of such a termination, those students who have entered the Coe-Brown system at whatever grade shall be guaranteed a space at Coe-Brown Northwood Academy until graduation or four years, whichever occurs first.

Should either of the parties wish to extend this agreement beyond school year 1998 - 99, written notice should be given by or to the Barnstead School District before March 1, 1999. Any extension shall be subject to re-negotiation and mutual agreement.

6. Coe-Brown Northwood Academy will charge an annual tuition rate exclusive of special education and transportation costs to be set by February 1st of each year for the upcoming year, such rate to be based on projected operating costs. The projected operating costs shall not include capital outlay or repayment of principal and debt provided that there may be added a rental charge, as may be defined by the State Board of Education according to New Hampshire RSA 194:27, such charge currently established at up to two percent of the capital cost of secondary school facilities.

7. The Barnstead School District agrees to pay tuition for students authorized to attend Coe-Brown Northwood Academy in three payments annually:

   On or before September 15th, the District shall pay 40% of the estimated tuition to Coe-Brown Northwood Academy.

   On or before February 1st, the District shall pay 40% of the total adjusted on per diem enrollment to Coe-Brown Northwood Academy.

   On or before June 30th, the District shall pay the remaining tuition due based on per diem enrollment to Coe-Brown Northwood Academy.

8. Coe-Brown shall be responsible for the identification, referral and routine screening of any Barnstead student enrolled at Coe-Brown Northwood Academy who may need special education services.

Barnstead shall be invited to all IEP team meetings and attend such meetings at a mutually agreed time and place. Barnstead shall have the final say as to Local Educational Agency (LEA) in making final decisions as to program and placement.

Barnstead agrees to pay special education costs. These costs may include, but are not limited to, costs of testing and evaluations by specialists, aides, special adaptive equipment, out-of-district placements.

9. Barnstead agrees to indemnify Coe-Brown for legal fees not covered by Coe-Brown's insurance relating to administrative or judicial proceedings for Barnstead students to the extent that the Barnstead School District is alleged to be at fault. In the event of disagreement over the allocation of attorney fees, the parties agree to submit the issue to the Commissioner of Education.

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 of the day and year first above written.

SCHOOL DISTRICT OF BARNSTEAD
SCHOOL BOARD

DATE 11/3/98

WITNESS

COE-BROWN NORTHWOOD ACADEMY
BOARD OF TRUSTEES

Roberta N. Stearns

DATE 10-26-98

WITNESS

STATE OF NH, DEPARTMENT OF EDUCATION

By: Elizabeth Twomey
Commissioner of Education

Date: 12-17-98

C: Steve O
Dave D
Tuition Contract

# CONCORD SCHOOL DISTRICT

## School Administrative Unit #8


**Christine C. Rath**
Assistant Superintendent

**Michael J. Martin**
Assistant Superintendent

**Curtis J. Sokness**
Superintendent

**Robert B. Prohl**
Assistant Superintendent

**Robert P. Monson**
Director of Facilities


Leon/Pa 12/9/98

December 8,1998

Paul Moccia, Superintendent
SAU #51
PO Box 220
Center Barnstead, New Hampshire 03225-0220

Dear Paul:

At the December, 1998 School Board Meeting, the tuition rate for 1999-2000 was set at $7,757.00. The increase was based upon the tuition agreement which Concord has with Barnstead with the rate being the lesser of the Consumer Price Index (.8%) or on actual costs (2.08%).

The above rate will be for the Barnstead students currently enrolled at Concord High School as per our letter of November 3, 1998, which stated that Concord does not have space available to accept 9th grade students.

If you have any questions, please call me.

Sincerely,

Michael J. Martin
Assistant Superintendent

MJM/rb
cc: Curtis J. Sokness, Superintendent
Timothy Mayes, Principal, CHS

# CONCORD SCHOOL DISTRICT
## School Administrative Unit #8


**Christine C. Rath**
Assistant Superintendent

**Curtis J. Sokness**
Superintendent

**Robert B. Prohl**
Assistant Superintendent

**Michael J. Martin**
Assistant Superintendent

**Robert P. Monson**
Director of Facilities


October 28, 1998

Mr. Paul C. Moccia
Superintendent of Schools
SAU 51
Route 126, P.O. Box 220
Ctr. Barnstead, NH 03225-0220

Dear Paul:

The Finance Committee of our Board will recommend to the full Board, at the monthly meeting on November 2, 1998, that the tuition agreement with Barnstead be not renewed. Present Barnstead students may finish their high school career at Concord High School.

This action is the result of Concord classes being larger than anticipated. The committee members and administration believe that the Barnstead students are an excellent addition to our High School and regret having to discontinue our tuition agreement.

We are open to an arrangement like we had prior to the tuition agreement. We would consider a few tuition students each year, but the committee does not want to be bound to a minimum number of students.

Please call if you should have any questions.

Sincerely,

Curtis J. Sokness
Superintendent

CJS:br668
cc: T. Mayes
M. Martin

**BARNSTEAD SCHOOL DISTRICT/CONCORD SCHOOL DISTRICT**
**TUITION AGREEMENT**

THIS AGREEMENT entered into as of the 7 day of October

by and between the Barnstead School District, located in the County of Belknap and State of New Hampshire, and the Concord School District, located in the County of Merrimack and said State of New Hampshire.

WITNESSETH THAT

WHEREAS said Barnstead 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 Concord 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 Concord School District maintains a high school approved by the Department of Education of the State of New Hampshire 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 promises and of the mutual covenants and agreement hereinafter set forth, it is mutually covenanted and agreed as follows:

1.For the term of this agreement, Concord will make a minimum of 15 spaces per high school grade available to Barnstead. Additional spaces will be based on Barnstead's need and Concord's space availability. The parties agree to give the other the maximum notice possible prior to the start of each school year as to need and availability. Concord agrees to notify Barnstead by December 1 of the prior year if additional spaces are available for the following year.

2.For the term of this agreement, Barnstead will refer students to Concord who represent a cross-section of Barnstead students in abilities and needs. Students once referred will be expected to tour the Concord High School facility and meet with staff and administration. The Superintendent of Schools may propose students for admission who have not found high school placements. However, acceptance by Concord's Superintendent shall be conditioned upon receipt of adequate documentation, space availability, and Concord's paramount obligation to protect the health, safety, and welfare of the resident student population. Barnstead agrees to make the academic and behavioral record of each student available prior to the interview with Concord administrator. Concord reserves the right to accept or reject any student. Any student requiring special education shall have a completed and agreed-to IEP at the time of the interview for the upcoming year.

3.Barnstead School District certifies that only those students who are in good standing, having experienced no dismissals or expulsions within the prior four quarters or 12 months prior to acceptance, whichever is longer, will be offered the opportunity to attend Concord schools.

4.Barnstead agrees that it will provide all existing records and relevant information regarding any tuition student.

5.Such accepted students shall be subject to the rules and regulations pertaining to all Concord School District High School Students. The Concord School District further agrees to make available for such high school students facilities and a program of studies comparable in quality to that presently existing.

6.This agreement shall become effective upon signing and shall remain in effect through school years 1997-1998 and 1998-1999.

Should either party, for whatever reason, wish to terminate this agreement prior to June 1999, the other party must be provided with written notice one year prior to the effective date of said termination. In the event of such a termination, those Barnstead students who have entered the Concord system at whatever grade shall be guaranteed a space at Concord High School until graduation or four years, whichever occurs first.

Should either of the parties wish to extend this agreement beyond school year 1998-1999, written notice should be given the other party on or before January of the contract year. Any extension shall be subject to renegotiation and mutual agreement.

7.Concord will charge an annual tuition rate exclusive of special education and transportation costs to be set by January 15 of each year for the upcoming year calculated as follows:

For the 1997-1998 school year, tuition will be $7,500 for each 9th Grade student up to ten (10) students and $7,350 for each 9th Grade student thereafter. Tuition for 10th, 11th, and 12th Grade students will be $7,350 per student.

For school year 1998-1999 and any subsequent years, tuition may increase based on actual costs, but in no event will the increase exceed the Consumer Price Index, Boston average, all items for all urban consumers, from the most recently published annual statistics.

8.The Barnstead School District agrees to pay tuition for students authorized to attend Concord High School in three payments annually: the first payment covering September 1 to November 15 to be paid by November 30th; the second payment covering November 16 to February 28, paid by March 15; and the third payment covering March 1 to the end of the school year, paid by June 15.

9.Concord shall be responsible for the identification, referral and routine screening of any Barnstead student who may need special educational services. Barnstead shall be invited to all IEP team

meetings and attend such meetings at a mutually agreed time and place. Barnstead shall have the final say as the Local Educational Agency (LEA) in making final decisions as to program and placement.

Barnstead agrees to pay any additional special education costs beyond those covered by tuition. These costs may include, but are not limited to, costs of testing and evaluations by specialists, aides, special adaptive equipment, out-of-district placements, and costs of due process proceedings.

Should any case result in a claim for compensatory education or other alleged damages, each District agrees to cooperate in the defense of the case and agrees to share liability, if any, in proportion to its degree of involvement with the issue giving rise to the claim. In the event there is disagreement with regard to apportioning liability, the Superintendents will meet to resolve the matter and if unsuccessful will refer the case to the State Board of Educaton the decision of which shall be final.

**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 of the day and year first above written.

**SCHOOL DISTRICT OF BARNSTEAD**

By: Timothy Clark Date: 10/7/97

**CONCORD SCHOOL DISTRICT**

By: [signature] Date: 10-6-97

# Governor Wentworth Regional School District

Post Office Box 190

Wolfeboro Falls, New Hampshire 03896-0190

TELEPHONE (603) 569-1658

FAX (603) 569-6983

SUPERINTENDENT *Sherwood Fluery* ASSISTANT SUPERINTENDENT *John Robertson* CURRICULUM DIRECTOR *Kathleen McCabe*


## LETTER OF COMMITMENT

**November 24, 1997**

The Governor Wentworth Regional School Board, hereinafter referred to as Governor Wentworth, while not desirous of entering into a formal tuition agreement and making Kingswood Regional High School a school maintained by Barnstead, offers instead this *Letter of Commitment* to the Barnstead School Board (hereinafter referred to as Barnstead Board).

1. By December 1 each year, the Governor Wentworth Board will notify the Barnstead Board in writing of its intent to continue or terminate the commitments made herein for the subsequent school year. If the intent is to continue these commitments, the Governor Wentworth Board, in its written notification, will also provide Barnstead with an estimate of the maximum number of new students from Barnstead that Governor Wentworth will accept for the following school year.
2. Any Barnstead student who starts his/her high school experience at Kingswood Regional High School will be allowed to stay at Kingswood for his/her entire high school experience provided that the student maintains acceptable academic and citizenship records as determined by Governor Wentworth.
3. Barnstead shall be given first consideration to use any available tuition slots over other school districts making a similar request.
4. Only those Barnstead students who are in good standing, having experienced no dismissals or expulsions within the current school year, will be considered for attendance at Kingswood Regional High School. Of those students, Barnstead students who have siblings who attend or have attended Kingswood Regional High School will be given first consideration over other Barnstead students for available tuition slots. Furthermore, Barnstead will seek admission for only students who are in good standing and have experienced no dismissals or expulsions within the current school year.
5. Governor Wentworth may review the academic and citizenship records of any Barnstead students seeking a tuition placement at Kingswood Regional High School. The Barnstead Board will assist Governor Wentworth by obtaining the necessary releases for said record review. Governor Wentworth reserves the right to determine the academic and citizenship standards for admitting tuition students. Governor Wentworth reserves the right to accept or deny the application of any tuition student from Barnstead.
6. Tuition rates shall be set in accordance with the previous year's high school cost per pupil as calculated on the MS 25 (current high school expenditures less debt service, food service revenue, regular transportation expenditures, special education tuition and transportation expenditures, and capital outlay) plus a 2 percent rental charge on capital costs. This formula corresponds to a sending district's liability as defined in NH RSA 194:27. Billing and payments shall be made in ten (more or less) equal installments with final adjustments made in the last billing. The first payment shall be due on the 15th of August preceding the school year and then on the 15th of each of the next 9 months.
7. Any payment not received by the end of the month shall be subject to an interest charge of one and one-half percent (1.5%) per month on the unpaid balance. Interest shall be calculated from the first

day of the month until it is paid in full. Barnstead shall pay any collection costs incurred by Governor Wentworth on Barnstead tuition charges.

8. The Barnstead Board and/or its authorized agent shall put authorization for tuition enrollment and tuition liability in writing. Said authorization form shall be prepared by Governor Wentworth and submitted to Barnstead with the first tuition billing. Barnstead shall review the authorization form and, if necessary, make corrections to the student roster section. The signed authorization form must be returned to Governor Wentworth prior to the opening of school in September. A copy of the prescribed form is attached hereto and made a part of this *Letter of Commitment*.
9. The cost of any programs or services required by a Barnstead student which are above and beyond those which are offered to regular education students at Kingswood Regional High School shall be paid by Barnstead. These costs are in addition to the regular tuition charges. Said additional program costs will be presented to the Barnstead Board through its superintendent prior to implementation. Barnstead will acknowledge its willingness to accept or reject said liability by sending a letter to the Governor Wentworth School Board. Should said additional costs not be approved by Barnstead, the student requiring the services will no longer be eligible for enrollment at the Kingswood Regional High School and placement of said student in an appropriate educational program shall immediately become the sole responsibility of the Barnstead Board.
10. Consistent with students residing in Governor Wentworth, Barnstead students will be required to pay, as individuals, for certain optional programs or activities (i.e. senior class trip).
11. Barnstead students will have the same access to activity or field trip transportation as any other Governor Wentworth student. However, transportation to and from school, including a late bus, is not included in the tuition commitment, shall not be provided by Governor Wentworth and is the sole responsibility of Barnstead.
12. Barnstead shall be solely responsible for the actual costs of special education services and any other special programs including, but not limited to ESL, which exceed the usual services that the Governor Wentworth Regional School District provides to nondisabled students not included in the operating budget. By sending a special education student to Kingswood Regional High School, Barnstead agrees to reimburse and indemnify the Governor Wentworth Regional School District for all educationally related services and all other costs of education, including transportation, not included in the normal operating budget.
13. Governor Wentworth reserves the right to change its policy or cancel this commitment regarding the acceptance of tuition students from Barnstead but will do so only in conjunction with the December 1 notification date noted in paragraph 1 herein.

**GOVERNOR WENTWORTH REGIONAL SCHOOL BOARD**

By: _____,
Gordon L. Hunt
Its Chairman, Duly Authorized

The acceptance of this *Letter of Commitment* by the Barnstead School Board is hereby acknowledged as witnessed by the signature below.

BARNSTEAD SCHOOL BOARD

By: _____,
Timothy Clark
Its Chairman, Duly Authorized

Enclosure

## Barnstead Tuition Authorization for Kingswood Regional High School

The Barnstead School Board hereby authorizes the following students to attend the Kingswood Regional High School for the 19___ 19___ school year and assumes financial liability for these students as defined under NH RSA 194:27. In authorizing these students to attend Kingswood Regional High School, the Barnstead School Board acknowledges and agrees to accept the terms, conditions and requirements specified in the *Letter of Commitment* offered by the Governor Wentworth School Board dated November 24, 1997.

| Student Name | Grade | Student Name | Grade |
|---|---|---|---|

By:_____
Barnstead Superintendent of
Schools, Duly Authorized

Dated: _____

# SCHOOL ADMINISTRATIVE UNIT THIRTY
## Gilford, Gilmanton, Laconia School Districts

Stephen G. Russell, Superintendent of Schools
Carolann Wais, Assistant Superintendent of Schools

Lori DeTrude, Director of Student Services
Edward Emond, Business Administrator

February 19, 1998

Paul C. Moccia, Superintendent of Schools
SAU #51
P.O. Box 220
Center Barnstead NH 03225

Dear Paul:

Our apologies for the delay in responding to your inquiry regarding a proposed tuition agreement between the Barnstead and Laconia School Districts for the 1998-99 school year.

During the past month we have had the opportunity to review your proposed contract. Our comments and proposed language changes are provided for your consideration. Should you wish to continue to pursue this arrangement, we would be glad to plan accordingly. At the present time we are aware of only one Barnstead student who has expressed an interest in attending Laconia High School. (Do you really anticipate the need for a minimum of twenty spaces?)

Once you have had an opportunity to review this information, please give me a call.

Sincerely,

Stephen Russell

SR:p
Enclosure

P.O. Box 309, Laconia New Hampshire 03247-0309
Tel. (603) 524-5710, FAX (603) 528-8442
EQUAL OPPORTUNITY EMPLOYER

**BARNSTEAD SCHOOL DISTRICT/LACONIA SCHOOL DISTRICT**
**TUITION AGREEMENT**

THIS AGREEMENT entered into as of the _____ day of _____ by and between the Barnstead School District, located in the County of Belknap and State of New Hampshire, and the Laconia School District, also located in the County of Belknap and State of New Hampshire.

WITNESSETH THAT

WHEREAS said Barnstead School District does not maintain a high school, is desirous of having certain of its students, who seek a high school education, attend high school at said Laconia High School, and has authorized its School Board to enter into a contract therefore on the terms and conditions hereinafter set forth; and

WHEREAS said Laconia High School is a high school approved by the Department of Education of the State of New Hampshire, and, bound by their rules and regulations, through its ~~Board of Trustees~~ 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 promises and of the mutual covenants and agreement hereinafter set forth, it is mutually covenanted and agreed as follows:

1. For the terms of this agreement, Laconia will make available a minimum of ~~twenty (20)~~ fifteen (15) spaces to Barnstead students for FY 22 — 2030 sch yr. Any additional spaces will be based on Barnstead's needs and Laconia High School's space availability. The parties agree to give the other the maximum notice possible prior to the start of each school year as to needs and availability. Laconia School District agrees to notify with the understanding that this may be limited further given timely notice.

Barnstead by December 1st, upon their request, if additional spaces are likely to be available for the following year.

2. For the terms of this agreement, Barnstead will refer students to Laconia High School who represent a cross-section of Barnstead students in abilities and needs. Students, after showing interest and applying, will be expected to tour the Laconia High School facility and meet with the appropriate staff for orientation. Laconia High School reserves the right to accept or reject any student so referred. Barnstead agrees to make the academic records of each student available prior to the application process. Any student requiring special education shall have completed an agreed to IEP at the time of the application for the upcoming year.

3. Barnstead School District certifies that only those students who are in good standing, having experienced no dismissals or expulsions within the ~~current~~ ~~past~~ school year, will be offered the opportunity to attend Laconia High School.

4. Any Barnstead students accepted by Laconia High School will be subject to rules and regulations pertaining to all Laconia High School students.

5. This agreement shall become effective upon signing and shall remain in effect through school year ~~1998 - 99~~ ~~upon~~ and may be terminated by either party given 90 days notice.

Should either party, for whatever reason, wish to terminate this agreement prior to June ~~1999~~, the other party must provide written notice prior to the effective date of said termination. In the event of such a termination, those students who have entered Laconia High School at whatever grade shall be guaranteed a space at Laconia High School until graduation or four years, whichever occurs first.

Should either of the parties wish to extend this agreement beyond school year ~~1998 - 99~~, written notice should be given by or to the Barnstead School District before ~~March 1, 1999~~.

6. Laconia School District will charge an annual tuition rate exclusive of special education and transportation costs ~~to be set by February 1st of each year for the~~ upcoming year, such rate ~~to be~~ based on projected operating costs. The projected operating costs shall not include capital outlay or repayment of principal and debt provided that there may be added a rental charge, as may be defined by the State Board of Education according to New Hampshire RSA 194:27, such charge currently established at up to two percent of the capital cost of secondary school facilities.

7. The Barnstead School District agrees to pay tuition for students authorized to attend Laconia High School in three payments annually:

   On or before September 15th, the District shall pay 40% of the estimated tuition to the Laconia School District.

   On or before February 1st, the District shall pay 40% of the total adjusted on per diem enrollment to the Laconia School District.

   On or before June 30th, the District shall pay the remaining tuition due based on per diem enrollment to the Laconia School District.

8. Laconia School District shall be responsible for the identification, referral and routine screening of any Barnstead student enrolled at Laconia High School who may need special education services.

Barnstead shall be invited to all IEP team meetings and attend such meetings at a mutually agreed time and place. Barnstead shall have the final say as to Local Educational Agency (LEA) in making final decisions as to program and placement.

Barnstead agrees to pay special education costs. These costs may include, but are not limited to, costs of testing and evaluations by specialists, aides, special adaptive equipment, out-of-district placements.

9. Barnstead agrees to indemnify Laconia School District for legal fees ~~not covered~~ and other expenses related to Barnstead students attending Laconia High School by Laconia School District's insurance relating to administrative or judicial proceedings for Barnstead students to the extent that the Barnstead School District is alleged to be at fault. In the event of disagreement over the allocation of attorney fees, the parties agree to submit the issue to the Commissioner of Education.

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 of the day and year first above written.

| SCHOOL DISTRICT OF BARNSTEAD<br>SCHOOL BOARD | SCHOOL DISTRICT OF LACONIA<br>SCHOOL BOARD |
|---|---|
| _____ | _____ |
| DATE_____ | DATE_____ |
| _____ | _____ |
| WITNESS | WITNESS |

OMBUDSMAN
EDUCATIONAL SERVICES

# PRIVATE ENROLLMENT FINANCIAL AGREEMENT

We expect the same integrity of parents in meeting their financial responsibilities that parents expect of Ombudsman in dealing with students. It is understood that parents will conscientiously keep their accounts current and pay all tuition in a timely manner.

A $50 charge is required at the time of testing and/or the enrollment agreement is signed. This charge is credited against the first tuition payment and covers initial testing and consultation. Under no circumstances will the $50.00 charge be refundable.

A $25.00 service charge will be charged for any check returned by the bank for any reason. Enrollment will be terminated until the account is current and charges have been paid.

**No credits, promotions, transcripts, or diplomas will be released unless all financial commitments have been satisfactorily met. Three weeks processing time is allowed for checks to clear the bank.**

The student's enrollment is subject to the terms and conditions of the Enrollment Agreement signed by student and parent or guardian. Any student in violation of the Enrollment Agreement may be terminated from the program. In such case, the days of attendance for the month of withdrawal will be prorated at $20.00 per day and the balance of the monthly tuition will be refunded.

There may be no variances to this financial agreement without the prior written approval of an authorized person representing the administrative office of Ombudsman Educational Services located in Libertyville, Illinois.

Two options are available for the payment of private tuition. The payment plans reflect enrollment September through May and the student calendar will apply. Days of attendance in August and June will be prorated at $20.00 per day. Enrollments after September will also be prorated at $20.00 per day for the days of attendance prior to the first day of the month following enrollment. **This amount is payable prior to or at the time of enrollment. A student may not be in attendance until this payment has been made. No adjustments or refunds will be made for holidays, vacations or absences for any reason.**

I have read and agree to all of the financial conditions of my student's enrollment.

_____
Parent/Guardian Signature



1585 NORTH MILWAUKEE AVENUE • LIBERTYVILLE, ILLINOIS 60048 • TELEPHONE 847.367.6383 • FAX 847.367.6191

1. **SINGLE PAYMENT:** Parents may elect to pay tuition for the entire school year in a single payment. The following discounts apply to the single payment plan. Refunds to a single payment will be prorated at the monthly plan rate.

| ENROLLMENT | SINGLE PAYMENT | ANNUAL TUITION | DISCOUNT | SAVINGS |
|---|---|---|---|---|
| September | $3,060 | $3,600 | 15% | $540 |
| October | $2,880 | $3,200 | 10% | $320 |
| November | $2,520 | $2,800 | 10% | $280 |
| December | $2,280 | $2,400 | 5% | $120 |

2. **MONTHLY PLAN:** Tuition for the school year is $400 per month for nine months September through May. Each monthly payment is due **PRIOR** to the first day of each month. If payment is not current, the student will not be allowed in attendance.

   a. Monthly tuition payments not received prior to the first of the month will be considered past due and the **student will be withdrawn until such time as tuition payments are current. A late payment charge of $10.00 per month will apply.** There are no exceptions.

   b. **A day of attendance in any one month**, excluding the first month of attendance **will be considered attendance for the entire month** and payments are non-refundable.

_____ _____
Student Name Date

_____ _____
Parent/Place of Employment Telephone

_____
Employment Address

_____ _____
Parent Signature Parent/Social Security Number

* Please sign both sides of this agreement*

---

*

☐ Plan 1/Single Payment ☐ Plan 2/Monthly Payments

Received $ _____ ☐ Check No._____

☐ Visa/MasterCard Card No._____ Exp. Date:_____

Cardholder signature _____

*Tuition may be paid by check, money order, cashier's check or credit card. **No cash will be accepted.**

**Checks are to be made payable to Ombudsman Educational Services and mailed to:**

1585 North Milwaukee Avenue, Suite 11
Libertyville, Illinois 60048

# TUITION AGREEMENT

## PEMBROKE ACADEMY
## PEMBROKE SCHOOL DISTRICT
## PEMBROKE, NEW HAMPSHIRE

THIS AGREEMENT is entered into by and between the **Barnstead** School District, located in the County of ~~Rockingham~~ Belknap and State of New Hampshire, and the Pembroke School District located in the county of Merrimack and said State of New Hampshire.

WHEREAS said **Barnstead** School District 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 Pembroke School District, and has authorized its School Board to enter into a contract thereof on the terms and conditions hereinafter set forth: and

WHEREAS said Pembroke School District maintains Pembroke Academy, a high school approved by the Department of Education of the State of New Hampshire, and, through its School Board and, at its sole discretion, 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 promises and of the mutual covenants and agreements hereinafter set forth, it is mutually covenanted and agreed as follows:

(1) If the **Barnstead** School Board elects to request that the Pembroke School Board accept a number of the **Barnstead** School District's high school students, and the Pembroke School Board in its discretion is willing to accept a number of such students, terms hereinafter set forth shall apply.

(2) The Pembroke School Board reserves the right to accept **Barnstead** students for programs currently being offered on a space available basis as outlined in Pembroke School Board Policy. Enrollment availability will be based upon the number of enrolled students from Pembroke and A.R.E.A. districts, program availability, and program capacity. Non-A.R.E.A. students will be accepted as tuition students only if such acceptance will not be detrimental to programs or result in additional costs to the Pembroke School District.

(3) Any supplemental costs for special education services will be added to the costs of the school board approved tuition rate and become the responsibility of the sending district under RSA 286:1a. Failure to pay these costs by the sending district will result in removal of the student from enrollment in the Pembroke School District.

(4) Such accepted students shall be subject to the rules and regulations pertaining to all Pembroke Academy students. The Pembroke School District further agrees to make available for such high school students facilities and a program of studies comparable in quality to those presently existing.

(5) The period of this contract shall commence with the school year beginning in August, 1998 and terminate with the school year ending in June, 1999 unless sooner terminated by mutual agreement of the parties or by an uncontrollable circumstance or disaster.

(6) The cost of tuition is determined annually by the Pembroke School Board. Tuition for 1998-99 is $5,635 per student.

(7) The **Barnstead** School District agrees to pay tuition for students authorized to attend Pembroke Academy in advance quarterly. Should a Barnstead student leave Pembroke Academy prior to the end of the quarter, tuition will not be refunded.

(8) Requests for initial admission of incoming ninth grade or transfer students must be received by the Pembroke School Board no later than February 15 for the ensuing school year. Exceptions from this cutoff date may be granted under the dictates of number two (2) above to students who, due to transfer or other reasons acceptable to the school board, do not comply with this schedule.

The Pembroke School Board agrees to allow the continued attendance through graduation of those students initially accepted at Pembroke Academy who exhibit appropriate citizenship, attendance and academic progress.

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 of the day and year first above written.

SCHOOL DISTRICT OF BARNSTEAD

by _____ Date 10/6/98

SCHOOL DISTRICT OF PEMBROKE

by Clinton A Hanson Date 1/12/99

**BARNSTEAD SCHOOL DISTRICT/PITTSFIELD SCHOOL DISTRICT TUITION AGREEMENT**

**1999 - 2000**

**THIS AGREEMENT** entered into as of the 1st day of July, by and between the Barnstead School District, located in the County of Belknap and State of New Hampshire, and the Pittsfield School District, located in the county of Merrimack and said State of New Hampshire.

WITNESSETH THAT

WHEREAS said Barnstead 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 Pittsfield 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 Pittsfield School District maintains a high school approved by the Department of Education of the State of New Hampshire 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 promises and of the mutual covenants and agreement hereinafter set forth, it is mutually covenanted and agreed as follows:

(1) For the term of this agreement, Pittsfield will make a minimum of 50 spaces available to Barnstead students who meet the eligibility criteria established by Pittsfield School Board Policy. Additional spaces will be based on Barnstead's need and Pittsfield's space availability. The parties agree to give the other the maximum notice possible prior to the start of each school year as to need and availability. Pittsfield agrees to notify Barnstead by December 1st of the prior year if additional spaces are available for the following year.

(2) For the term of this agreement, Barnstead will refer students to Pittsfield who represent a cross-section of Barnstead students in abilities and needs. Students once referred will be expected to tour the Pittsfield High School facility and meet with staff and administration. Pittsfield reserves the right to accept or reject any students so referred. However, the Superintendent of Schools may assign students to Pittsfield High School when appropriate after consultation with the Pittsfield School Board. Barnstead agrees to make the academic, attendance and discipline records of each student available prior to the interview with Pittsfield administrators. Any student requiring special education shall have completed and agreed to an IEP at the time of the interview for the upcoming year.

(3) Barnstead School District certifies that only those students who are in good standing, having experienced no dismissals or expulsions within the current school year will be offered the opportunity to attend Pittsfield Schools.

(4) Such accepted students shall be subject to the rules and regulations pertaining to all Pittsfield School District High School students. The Pittsfield School District further agrees to make available for such high school students facilities and a program of studies comparable in quality to that presently existing.

(5) This agreement shall become effective upon signing and shall remain in effect through school year 1999 - 2000.

Should either party, for whatever reason, wish to terminate this agreement prior to December 1, 1999, the other party must provide written notice prior to the effective date of said termination. In the event of such termination, those students who have entered the Pittsfield system at whatever grade shall be guaranteed a space at Pittsfield High School until graduation or four years, whichever occurs first.

Should either of the parties wish to extend this agreement beyond school year 1999 - 2000, written notice should be given the other party on or before June, 2000. Any extension shall be subject to re-negotiation and mutual agreement.

(6) Pittsfield will set an annual tuition rate exclusive of special education and transportation costs by May 15 of each year for the upcoming year calculated as follows:

(7) The annual tuition rate per student is guaranteed not to exceed the school district's announced tuition rate of $7,513 per student for the 1999 - 2000 school year. The tuition payments will be calculated in the following manner:

Payments will be made in 10 monthly installments in the first check cycle of each month. The amount of each installment will be calculated bi-monthly by the SAU #51 Office Staff. Student enrollment for purposes of calculating two consecutive monthly payments shall be the total number of Barnstead students in attendance at PMHS on the first day of each two month period.

An example would be: The student audit on September 1st is 50 Barnstead students in attendance at Pittsfield MHS. The amount of both the September and October payments will equal the announced tuition ($7,513) x 50 students divided by 10 installments or $37,565.

(8) Barnstead will make available the evaluations and Individual Education Plans of any referred special education student. A meeting will be held between the special needs staff and administration of both districts to determine if the IEP of each special education student can be implemented at Pittsfield High School. Barnstead agrees to pay special education costs as established. These costs may include, but are not limited to, costs for testing and evaluations by specialists, aides, special adaptive equipment, out-of-district placements or other related services. Barnstead will be responsible for screening, evaluation, and identification of any Barnstead High School students attending Pittsfield High School who may need special education services. Barnstead and Pittsfield will jointly schedule meetings to develop IEP's for Barnstead special needs students. At each IEP meeting it will be determined if, and how, the IEP can be implemented at Pittsfield High School.

**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.

**BARNSTEAD SCHOOL DISTRICT**

By: _____ Date: 7/12/99

**PITTSFIELD SCHOOL DISTRICT**

By: _____ Date: 7/1/99

# Voting Sheets

HOUSE COMMITTEE ON EDUCATION

EXECUTIVE SESSION on HB 466

BILL TITLE: **establishing a committee to study education options in school districts not maintaining a high school.**

DATE: March 31, 1999

LOB ROOM: 207

**Amendments:**

Sponsor: Rep. OLS Document #:

Sponsor: Rep. OLS Document #:

Sponsor: Rep. OLS Document #:

**Motions:** (OTP) OTP/A, ITL, Re-Refer, Interim Study (Please circle one.)

Moved by Rep. Charles Yeaton MOTION WITHDRAWN

Seconded by Rep. Robert Guest MOTION WITHDRAWN

Vote: (Please attach record of roll call vote.)

**Motions:** OTP, OTP/A, ITL, (Re-Refer,) Interim Study (Please circle one.)

Moved by Rep. John Alger

Seconded by Rep. Claudette Jean

Vote: 14-2 (Please attach record of roll call vote.)

CONSENT CALENDAR VOTE: Yes

(Vote to place on Consent Calendar must be unanimous.)

**Statement of Intent:** Refer to Committee Report

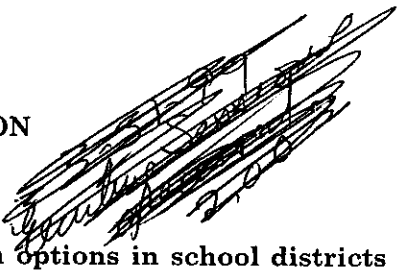
Respectfully submitted,

Bruce L. Dearborn

Rep. Bruce L. Dearborn, Clerk

**HOUSE COMMITTEE ON EDUCATION**

**EXECUTIVE SESSION on HB 466**



**BILL TITLE:** **establishing a committee to study education options in school districts not maintaining a high school.**

**DATE:** 3-31-99

**LOB ROOM:** 207

**Amendments:**

Sponsor: Rep. OLS Document #:

Sponsor: Rep. OLS Document #:

Sponsor: Rep. OLS Document #:

**Motions:** (OTP), OTP/A, ITL, Re-Refer, Interim Study (Please circle one.)

Moved by Rep. Yeaton — Motion withdrawn

Seconded by Rep. Guest — Motion Withdrawn

Vote: (Please attach record of roll call vote.)

**Motions:** OTP, OTP/A, ITL, (Re-Refer), Interim Study (Please circle one.)

Moved by Rep. Algeo

Seconded by Rep. Jean

Vote: (Please attach record of roll call vote.) 14-2

Held for State Board evaluation.

Consent to yes
1st McKinley
2nd Yeaton

**CONSENT CALENDAR VOTE:**

(Vote to place on Consent Calendar must be unanimous.)

**Statement of Intent:** Refer to Committee Report

Respectfully submitted,

Rep. Bruce L. Dearborn, Clerk

EDUCATION 1999 SESSION

466 Bill # ought to pass

Public Hearings _____ Executive Session _____

COMMITTEE REPORT: _____

| | YEAS | NAYS |
|---|---|---|
| O'Hearn, Jane E, Chairman | ✓ | |
| Durham, Susan B, V Chairman | ✓ | |
| Dearborn, Bruce L, Clerk | ✓ | |
| Henderson, Warren C | | |
| Larrabee, David E, Sr | ✓ | |
| Weber, Phil A | ✓ | |
| Hoadley, Elizabeth K | ✓ | |
| Rabideau, Marie N | | |
| Flint, Gordon B, Sr | | |
| McKinley, Robert E | | ✓ |
| Davis, Perley E | ✓ | |
| Alger, John R M | ✓ | |
| Cox, Russell N | ✓ | |
| Ward, Brien L | ✓ | |
| Guest, Robert H | ✓ | |
| Riley, William A | | |
| Yeaton, Charles B | | ✓ |
| Snyder, Clair A | ✓ | |
| Jean, Claudette R | ✓ | |
| Pelletier, Arthur J | | |
| Estabrook, Iris W | | |
| White, John M | ✓ | |
| TOTAL VOTE | | |

| Appeared in Favor | Appeared in Opposition |
|---|---|
| 144 - 2 Mean | |

**HOUSE COMMITTEE ON EDUCATION**

**EXECUTIVE SESSION on** HB 466

**BILL TITLE:**

**DATE:** 10-27-99

**LOB ROOM:** 207

**Amendments:**

Sponsor: Rep. _____ OLS Document #: _____ Adopted/Failed

Sponsor: Rep. _____ OLS Document #: _____ Adopted/Failed

Sponsor: Rep. _____ OLS Document #: _____ Adopted/Failed

**Motions:** OTP, OTP/A, ITL, Re-Refer, Interim Study (Please circle one.)

Moved by Rep. Dearborn passes

Seconded by Rep. Riley

Vote: 14-0 (Please attach record of roll call vote.)

**Motions:** OTP, OTP/A, ITL, Re-Refer, Interim Study (Please circle one.)

Moved by Rep. _____

Seconded by Rep. _____

Vote: _____ (Please attach record of roll call vote.)

**CONSENT CALENDAR VOTE:** _____

(Vote to place on Consent Calendar must be unanimous.)

**Statement of Intent:** Refer to Committee Report

Respectfully submitted,

Rep. Bruce L. Dearborn, Clerk

EDUCATION 1999 SESSION

HB 466 Bill #

Public Hearings _____ Executive Session _____

COMMITTEE REPORT: _____

| | YEAS | NAYS |
|---|---|---|
| O'Hearn, Jane E, Chairman | ✓ | |
| Durham, Susan B, V Chairman | ✓ | |
| Searles, Stanley N, Sr | | |
| Dearborn, Bruce L, Clerk | ✓ | |
| Henderson, Warren C | | |
| Larrabee, David E, Sr | | |
| Weber, Phil A | | |
| Hoadley, Elizabeth K | | |
| Sullivan ~~Robichaud, Marie N~~ | ✓ | |
| Flint, Gordon B, Sr | ✓ | |
| McKinley, Robert E | ✓ | |
| Davis, Perley E | ✓ | |
| Alger, John R M | ✓ | |
| Cox, Russell N | ✓ | |
| Ward, Brien L | ✓ | |
| Guest, Robert H | | |
| Riley, William A | ✓ | |
| Yeaton, Charles B | ✓ | |
| Snyder, Clair A | | |
| Jean, Claudette R | ✓ | |
| Pelletier, Arthur J | | |
| Estabrook, Iris W | | |
| White, John M | ✓ | |
| TOTAL VOTE | | |

| Appeared in Favor | Appeared in Opposition |
|---|---|
| 14-0 N | |

# Committee Report

# COMMITTEE REPORT

COMMITTEE: **Education**

BILL NUMBER: **HB 466**

TITLE: establishing a committee to study education options in school districts not maintaining a high school.

DATE: March 31, 1999 CONSENT CALENDAR YES ☒ NO ☐

☐ OUGHT TO PASS

☐ OUGHT TO PASS WITH AMENDMENT

☐ INEXPEDIENT TO LEGISLATE

☒ RE-REFER

☐ REFER TO COMMITTEE FOR INTERIM STUDY
(Available only in second year of biennium.)

**STATEMENT OF INTENT**
**(Include Committee Vote)**

This bill asks that a commission be established to study options for the 28 school districts that do not now have high school facilities in their districts. The committee decided to re-refer the bill in order to request the State Board of Education and the Department of Education to review the issue, address the concerns of the 28 school districts and report recommendations to the committee.

Vote 15-2.

Rep. John Alger
FOR THE COMMITTEE

Original: House Clerk
cc: Committee Bill file

USE ANOTHER REPORT FOR MINORITY REPORT

CONSENT CALENDAR

**Education**

**HB 466,** establishing a committee to study education options in school districts not maintaining a high school. RE-REFER

Rep. John Alger for **Education:** This bill asks that a commission be established to study options for the 28 school districts that do not now have high school facilities in their districts. The committee decided to re-refer the bill in order to request the State Board of Education and the Department of Education to review the issue, address the concerns of the 28 school districts and report recommendations to the committee. Vote 15-2.

# COMMITTEE REPORT

COMMITTEE: **Education**

BILL NUMBER: **HB 466**

TITLE: establishing a committee to study education options in school districts not maintaining a high school.

DATE: March 31, 1999 CONSENT CALENDAR YES ☒ NO ☐

☐ OUGHT TO PASS

☐ OUGHT TO PASS WITH AMENDMENT

☐ INEXPEDIENT TO LEGISLATE

☒ RE-REFER

☐ REFER TO COMMITTEE FOR INTERIM STUDY
(Available only in second year of biennium.)

**STATEMENT OF INTENT**
**(Include Committee Vote)**

This bill asks that a commission be established to study options for the 28 school districts that do not now have high school facilities in their districts. The committee decided to re-refer the bill in order to request the State Board of Education and the Department of Education to ~~study~~ review the issue and address concerns of 28 school districts and make recommendations to the committee. Report

Vote 15-2.

Rep. John Alger
FOR THE COMMITTEE

Original: House Clerk
cc: Committee Bill file

USE ANOTHER REPORT FOR MINORITY REPORT

# COMMITTEE REPORT

COMMITTEE: **Education**

BILL NUMBER: **HB 466**

TITLE: establishing a committee to study education options in school districts not maintaining a high school.

DATE: 3-31-99 CONSENT CALENDAR YES ☒ NO ☐

☐ OUGHT TO PASS

☐ OUGHT TO PASS WITH AMENDMENT

☐ INEXPEDIENT TO LEGISLATE

☒ RE-REFER

☐ REFER TO COMMITTEE FOR INTERIM STUDY
(Available only in second year of biennium.)

**STATEMENT OF INTENT**
**(Include Committee Vote)**

Vote 15 Yes 2 No

Rep. John ALGER
FOR THE COMMITTEE

Original: House Clerk
cc: Committee Bill file

USE ANOTHER REPORT FOR MINORITY REPORT

This bill asks that a commission be established to study options for the 28 school districts that do not now have high school facilities in their districts. The Committee decided to re-refer the bill in order to request the State Board of Education and the Department of Education to study the issue and make recommendations to the Committee.

Repr. John Alger

# COMMITTEE REPORT

COMMITTEE: **Education**

BILL NUMBER: **HB 466**

TITLE: establishing a commission to study education options in school districts not maintaining a high school.

DATE: October 27, 1999 CONSENT CALENDAR YES ☐ NO ☒

☐ OUGHT TO PASS

☐ OUGHT TO PASS WITH AMENDMENT

☒ INEXPEDIENT TO LEGISLATE

☐ RE-REFER

☐ REFER TO COMMITTEE FOR INTERIM STUDY
(Available only in second year of biennium.)

**STATEMENT OF INTENT**
**(Include Committee Vote)**

The committee agreed that the work of an oversight committee to review pupil placements and related issues was not the immediate solution to a possible problem in some of our school districts. The Education Committee requested that these issues be studied by the State Board of Education with recommendations be made to the full committee. More work is needed before legislation can be introduced. Also, we recognize that legislation may require policy changes. Therefore given more time to resolve a problem, I will ask to recommit to accept an amendment to address our needs and conduct needed hearings.

Vote 14-0.

Rep. Bruce L. Dearborn
FOR THE COMMITTEE

Original: House Clerk
cc: Committee Bill file

USE ANOTHER REPORT FOR MINORITY REPORT

**Education**

**HB 466,** establishing a commission to study education options in school districts not maintaining a high school. INEXPEDIENT TO LEGISLATE

Rep. Bruce L. Dearborn for **Education:** The committee agreed that the work of an oversight committee to review pupil placements and related issues was not the immediate solution to a possible problem in some of our school districts. The Education Committee requested that these issues be studied by the State Board of Education with recommendations be made to the full committee. More work is needed before legislation can be introduced. Also, we recognize that legislation may require policy changes. Therefore given more time to resolve a problem, I will ask to recommit to accept an amendment to address our needs and conduct needed hearings. Vote 14-0.

# COMMITTEE REPORT

COMMITTEE: **EDUCATION**

BILL NUMBER: HB 466

TITLE:

DATE: 10-27-99 CONSENT CALENDAR YES ☐ NO ☐

- ☐ OUGHT TO PASS
- ☐ OUGHT TO PASS WITH AMENDMENT
- ☒ INEXPEDIENT TO LEGISLATE
- ☐ RE-REFER
- ☐ REFER TO COMMITTEE FOR INTERIM STUDY
  (Available only in second year of biennium.)

**STATEMENT OF INTENT**
**(Include Committee Vote)**

The committee ~~felt~~ agreed that ~~[illegible]~~ the work of an oversight committee to review pupil placements and related issues was ~~premature at this time~~ not the immediate solution to a possible problem in some of our school districts. The Education Committee requested that these issues be studied by the State Board of Education with recommendations (work session) be made to the full committee. More ~~work and discussion~~ is needed before legislation can be introduced.

Also, we recognize that legislation may require policy changes. Therefore given more time to resolve a problem, ~~[illegible]~~

Vote 14-0

Rep. Bruce L Deschenes
FOR THE COMMITTEE

Original: House Clerk
cc: Committee Bill file

USE ANOTHER REPORT FOR MINORITY REPORT

will ask to recommit to accept an amendment to address our needs, and conduct needed hearings