



STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
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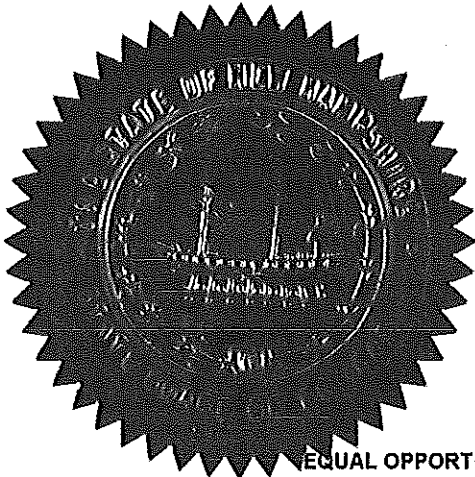
The State of New Hampshire
Board of Education

In the Matter
of the
Goffstown, New Boston and Dunbarton
Amended Authorized Regional Enrollment Area Plan

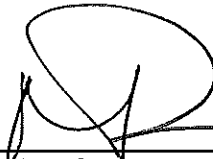
Be it known that

The School Districts of Goffstown, New Boston and Dunbarton at their annual school district meeting in March 2004, by a majority vote of the voters present and voting, have voted in favor of the Amended Authorized Regional Enrollment Area Plan, in compliance with the provisions of the statutes of this state in such case made and provided; now therefore, the State Board of Education does hereby issue its certificate to such effect, and does further certify that the Amended Authorized Regional Enrollment Area Plan is lawfully adopted with all the powers, rights and privileges and subject to all limitations, duties and restrictions, which by law appertain thereto.

Witness the official signature of the State Board of Education hereunto subscribed by Nicholas C. Donohue, its secretary duly authorized and the seal of the State Board hereunto affixed this 21st day of April, 2004.



State Board of Education

By 
Nicholas C. Donohue
Commissioner of Education

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

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

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

1. Name

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

2. Quality of Education

A. Goffstown shall provide New England Association of Schools and Colleges (NEASC) accredited and State of New Hampshire approved schools for all public school students from New Boston and Dunbarton in grades 7 through 12. Goffstown represents and warrants that it will, during the term of this Agreement, provide a course of studies for grades 7 through 12 and appropriate facilities, equipment, supplies, text books, teachers and administrators so as to operate grades 7 through 12 in a manner consistent with standards as defined by the laws of the State of New Hampshire for the education of its own and sending district students, grades 7 through 12.

If at any time Goffstown High School or Mountain View Middle School are placed on a warning or probationary status by NEASC and no plan for corrective action is filed within the prescribed guidelines, or within an extension granted by the accrediting agency, or, absent a prescribed timeline, within 180 days, the sending Districts' rental charge shall be reduced by .5% from 2.5% to 2.0%. This reduction in rental charge shall cease once the Goffstown School District has complied with the NEASC requirements for presenting a plan for corrective action. If the corrective action plan is not implemented in the time prescribed by NEASC or, absent a timeline set by NEASC, within 18 months from notification of warning or probationary status, the rental charge

owed by the sending districts shall be reduced by .5% (from 2.5% to 2%). The rental charge will be restored to 2.5% when the warning or probationary status is lifted.

B. Goffstown shall provide to students of both the sending and receiving districts equal access to all educational and co-curricular opportunities and programs.

C. Goffstown warrants that it will administer its schools to promote a safe environment for learning and that it will enforce reasonable policies that control access to its schools. Goffstown shall maintain policies and procedures that permit access to Goffstown buildings by representatives of the sending districts. These policies and procedures shall not interfere with the operation of Goffstown schools.

3. Computation of Tuition Rates and Payment Due Dates

The rate of estimated tuition per student to be paid by New Boston and Dunbarton to Goffstown shall be determined annually, on or before October 15, in the manner specified in this section and shall be billed and paid as specified herein. Tuition shall include per student operating costs and a rental charge as set forth in 3B below.

A. For the purposes of this agreement, the term "operating costs" shall be calculated in accordance with Appendix A attached.

The estimated per student operating costs for MVMS shall be the 7th and 8th grade operating costs divided by the total number of 7th and 8th grade students enrolled at MVMS on October 1st. The estimated charge to New Boston and Dunbarton shall be the estimated per student operating costs multiplied by the total number of students from New Boston and Dunbarton enrolled at MVMS on October 1st.

The estimated per student operating costs for GHS shall be the total applicable operating costs divided by the total number of students enrolled at GHS on October 1st. The estimated charge to New Boston and Dunbarton shall be the estimated per student operating costs multiplied by the total number of students from New Boston and Dunbarton enrolled at GHS on October 1st.

B. Prior to July 1, 2005, the annual tuition rate shall include a rental charge of 2% calculated in accordance with Appendix B but changing the percentage rate from 2.5% to 2%. Beginning on July 1, 2005, the annual tuition rate shall include a rental charge of 2.5% calculated in accordance with Appendix B.

For the purpose of calculating a rental charge, appraisals of MVMS and GHS buildings and sites shall be performed every five years commencing in 2008. In order for the results of an appraisal to be included in the budget for the next fiscal year, Goffstown must provide the results of the certified appraisal to New Boston and Dunbarton on or before November 1. An appraisal may be performed more often if major changes occur to any building or site. Such appraisals shall be authorized by the Goffstown School District, and conducted by a general appraiser licensed by the State of New Hampshire to perform such appraisals. Goffstown shall assume all costs of said appraisals as an operating expense of the AREA schools.

C. The actual per student tuition for each New Boston and Dunbarton student shall be determined by multiplying the total per student charges determined under this section (operating costs and rental charge) by the number of days the New Boston or Dunbarton student is enrolled in the AREA school and then dividing by the total number of academic calendar days. For any student enrolled for less than the entire school year, the sum to be paid to Goffstown shall be a proportionate part of the annual per student payment, which is the number of days between the student's enrollment and the student's withdrawal. However, the total tuition paid by New Boston or Dunbarton shall not be less than 90% of the amount calculated by multiplying the total per student operating costs determined in this section by the number of New Boston or Dunbarton students enrolled on October 1st of each year of the Agreement.

D. Monthly reports of new enrollments and withdrawals including the names of the students and the dates of their enrollment or withdrawal will be furnished to the sending districts by the receiving district.

E. Goffstown shall forward to New Boston and Dunbarton a statement for tuition payments three times each school year, on October 15, February 15 and May 15. Each statement shall be for one third of the total estimated annual tuition due for that year. Payments shall be due from New Boston and Dunbarton to Goffstown on November 15, March 15 and June 15 respectively.

F. A preliminary year end accounting adjustment shall be made no later than May 15 of each year for the purpose of correcting any differences between estimated and actual expenses. This adjustment shall be made on the May 15 statement. A final adjustment based upon audited financial statements of the prior year shall be separately stated in the October 15 bill for the next school year.

G. The sending districts shall have the opportunity, at their own expense, without unreasonable burden placed on Goffstown, to audit the provisions of this Agreement relating to tuition calculations and operating costs included in the tuition calculations.

H. Home Schooling: Tuition charges for home schooled students from Dunbarton and New Boston attending classes part time shall be one-sixth (1/6) of the daily tuition rate for each class period multiplied times the number of days the student is enrolled.

I. Exchange Students: Exchange students from the sending districts have the opportunity to be placed in the AREA schools without additional charge to the sending districts, as long as the total number of exchange students allowed by Goffstown District policies is not exceeded. All three districts shall have equal access to exchange student positions. In the event that Goffstown should waive this policy and accept additional exchange students from a sending district, the student's tuition expense shall be paid by the sending district at the full rate of tuition for that school.

J. Transportation- Transportation of students from the sending districts shall be their responsibility and conform to state law.

4. Special Education

Special Education costs shall be calculated as follows:

A. Special Education Costs of students who reside in New Boston and Dunbarton and attend out-of-SAU schools shall be the responsibility of New Boston and Dunbarton. Such children shall not be included when determining the per-student operating costs under Section 4 of this agreement. New Boston and Dunbarton shall pay those out-of-SAU schools directly.

B. Special education services will generally be delivered in typical classrooms and as-needed "pull-out" services, without additional charge to the sending districts. The costs of said services shall be included in operating costs as set forth in Appendix A and, therefore, will be shared by all three districts on a pro-rated basis as set forth in Section 3 above.

C. Districts with students in Goffstown special education programs whose IEPs require more intensive instruction and support delivered in school and community settings, such as the GHS Transitional/Vocational Program, will be assessed a per diem rate to reflect additional costs for staffing and resources (e.g. teacher, related service provider, community support provider, etc.). That rate shall be calculated in accordance with Appendix C attached. New Boston and Dunbarton shall be billed separately at the end of the school year for their students who access such Goffstown programs.

D. For a student who requires the exclusive full time services of an educational assistant, teacher, nurse, etc., and a student who requires specialized equipment used exclusively for that student, each district shall be charged separately for the actual costs of these individual services and equipment. Those costs will not be included in calculations to derive the tuition rate.

If a student who requires such full-time services is also enrolled in a program as described in section C above, and if the student's full-time support then eliminates the need for support from any part of the program's staff, the per diem program cost for that student will be proportionately reduced (e.g.: If a student in the GHS Transitional/Vocational Program also has a full-time educational assistant, that assistant could accompany the student on community-based vocational experiences, eliminating the need for support from other educational assistants assigned to the Transitional/Vocational Program. The student's per diem program charge would then be reduced by an amount that reflects the cost of the program's educational assistants.).

E. Goffstown will provide the administration of the sending districts with notification of all special education meetings concerning students from those sending

districts. The receiving district shall contact the sending district special education administrator to coordinate the scheduling of special education meetings to afford the special education administrator of the sending district the opportunity to attend. All special education costs for sending district students shall be approved by the sending district or a designated agent thereof.

5. State Aid

Except as otherwise expressly provided by law, state aid shall be credited as follows:

- A. Adequacy Grants for grade 7 through 12 students shall be credited to the respective school district in which each student legally resides.
- B. State Building Aid shall be credited to the school district or districts that incur the direct cost of qualifying expenditures.
- C. All other state aid shall be credited to the district incurring the expenditure qualifying for such aid.

6. Curriculum

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

7. Joint AREA Board Meeting

At the request of either a sending or receiving district, a joint meeting of the School Boards of the districts may be called for the purpose of discussing matters pertaining to this agreement. One such meeting may be called for by any district, for a maximum of three joint board meetings per year.

8. School Board/Resident Participation

New Boston and Dunbarton School Board members are invited to participate on all committees of the Goffstown School Board pertaining to grades 7 through 12.

The Chair of the Goffstown School Board shall recognize New Boston and Dunbarton residents in the same manner Goffstown residents are acknowledged during the public comment portion of Goffstown School Board meetings.

9. School Board Notices

The Goffstown School Board shall provide the New Boston and Dunbarton School Boards with copies of all agendas of Goffstown School Board meetings and Goffstown School Board committee meetings as is required for posting of said meetings.

10. Documentation/Reports

Goffstown, New Boston and Dunbarton shall have access to educational records and other data for legitimate educational purposes for students residing within their districts, all in accordance with the Federal Family Educational Rights and Privacy Act (FFERPA), also known as the Buckley Amendment, Public Law 93-380 (20 U.S.C. § 1232g). All districts shall have access to educational records, with no identification of individual students, for the purpose of conducting evaluations of school programs.

Goffstown shall provide to New Boston and Dunbarton access to records concerning costs attributable to grades 7 and 8 at MVMS and records concerning costs attributable to other grades at MVMS to permit accurate accounting of tuition rates for students from the sending districts.

In addition, Goffstown shall provide New Boston and Dunbarton with quarterly attendance reports, and discipline and grade summaries, including the numbers of suspensions and honor roll data.

11. Charter Schools

Each school district has the authority to adopt the provisions of RSA 194-B. Except as otherwise expressly provided by law, a minimum of 90% of each district's respective students from each grade level covered by this Agreement and includable in the average daily membership in residence, defined in RSA 189:1-d(IV), shall attend the AREA schools pursuant to this Agreement.

12. Outdated AREA Agreements

On the effective date of this Agreement, any former AREA agreements between Goffstown, New Boston and Dunbarton shall become void.

13. Withdrawal

Any amendment to or withdrawals from this Agreement shall be made only in accordance with RSA 195-A: 14 as amended. In the event of withdrawal or other termination of this Agreement for any reason, existing New Boston or Dunbarton high

school students shall, at New Boston's or Dunbarton's request, be permitted to graduate from Goffstown AREA High School.

14. Agreement Approval

This Agreement shall take effect as specified in Section 14 and upon approval of this Agreement as provided in RSA 195-A: 3 as amended.

15. Dispute Resolution

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

16. Amendments

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

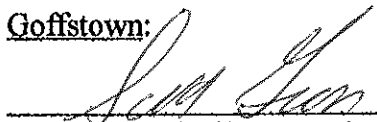
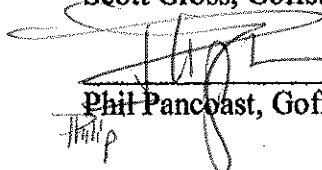
17. Term

The date of operating responsibility shall be July 1, 2004. The term of this Agreement shall be 10 years.

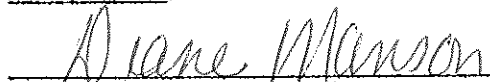


IN WITNESS WHEREOF, this Agreement has been executed this 23rd day of January, 2004.

I support the amended AREA Agreement I do not support the amended AREA Agreement




Goffstown:


 _____ Scott Gross, Goffstown School Board	<input checked="" type="checkbox"/>	_____	<u>1/23/04</u> Date
 _____ Phil Pancoast, Goffstown School Board	<input checked="" type="checkbox"/>	_____	<u>1/23/04</u> Date
_____ Tammy Schofield, Goffstown School Board	_____	_____	_____ Date

New Boston:

 _____ Diane Manson, New Boston School Board	<input checked="" type="checkbox"/>	_____	<u>1/23/04</u> Date
 _____ Fred Hayes, New Boston School Board	<input checked="" type="checkbox"/>	_____	<u>1/23/04</u> Date
 _____ Elaine Tostevin, New Boston School Board	<input checked="" type="checkbox"/>	_____	<u>1/23/04</u> Date

Dunbarton:

 _____ Jeffrey Trexler, Dunbarton School Board	<input checked="" type="checkbox"/>	_____	<u>1/23/04</u> Date
 _____ René Ouellet, Dunbarton School Board	<input checked="" type="checkbox"/>	_____	<u>1/23/04</u> Date
 _____ Carl Metzger, Dunbarton School Board	<input checked="" type="checkbox"/>	_____	<u>1/23/04</u> Date

 _____ Commissioner of Education		<u>1/22/04</u> Date
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Printed for Signature on 1/22/04

**APPENDIX A
TUITION RATE CALCULATION**

	Goffstown School District	7th & 8th Grade MVMS	High School GAHS
Total Goffstown General Fund Budgeted Expenditures	xxxxxx	xxxxxx	xxxxxx
Less: Items not included in the regular education tuition rate			
Goffstown ESL	(xxxxxx)	(xxxxxx)	(xxxxxx)
Goffstown SPED Tuition - Public	(xxxxxx)	(xxxxxx)	(xxxxxx)
Goffstown SPED Tuition - Private	(xxxxxx)	(xxxxxx)	(xxxxxx)
Goffstown Regular Ed Transportation	(xxxxxx)	(xxxxxx)	(xxxxxx)
Goffstown SPED Transportation	(xxxxxx)	(xxxxxx)	(xxxxxx)
Goffstown Bond Principal	(xxxxxx)	(xxxxxx)	(xxxxxx)
Goffstown Bond Interest	(xxxxxx)	(xxxxxx)	(xxxxxx)
Expenses for Special Education Programs Defined in Section 4.C	(xxxxxx)	(xxxxxx)	(xxxxxx)
Total Deductions	(xxxxxx)	(xxxxxx)	(xxxxxx)
Subtotal	xxxxxx	xxxxxx	xxxxxx
Allocation of District Expenditures:			
District Expenditures - Direct Charge	Note 1 (xxxxxx)	xxxxxx	xxxxxx
District Expenditures - Allocation (Allocate based on % of enrollment)	Note 2 (xxxxxx)	xxxxxx	xxxxxx
Subtotal expenditures by location	xxxxxx	xxxxxx	xxxxxx
Less Revenues:			
Vocational School Tuition			xxxxxx
Drivers Education			xxxxxx
Total Revenues to be deducted		xxxxxx	xxxxxx
Net General Fund Expenditures by Location Before Adjustments		xxxxxx	xxxxxx
Adjustments for 7th & 8th Grade Expenses:			
Tech. Ed. Salaries, Taxes, Benefits & Supplies	xxxxxx		
Health Teacher Salaries, Taxes, Benefits & Supplies	xxxxxx		
Family & Consumer Science Salaries, Taxes, Benefits & Supplies	xxxxxx		
Subtotal Adjustments	xxxxxx		
7th & 8th Grade Expense Adjustment, Deduct 2/5 or 40% of Cost		(xxxxxx)	
Net General Fund Expenditures by Location After Adjustments		xxxxxx	xxxxxx
Divided by Enrollment		xxx	xxx
Tuition Rate Before 7th & 8th Grade Adjustments		xxxxxx	xxxxxx
Tuition Increment for 7th & 8th Grade Students:			
7th & 8th Grade Expense Adjustment	xxxxxx		
Divided by Enrollment of 7th & 8th Grade Students	xxx		
Tuition Increment for 7th & 8th Grade		xxxxxx	
Tuition Rate Before Rental Charge		xxxxxx	xxxxxx
Rental Charge		xxxxxx	xxxxxx
Tuition Rate per Student		xxxxxx	xxxxxx

Note 1: All identifiable building level costs shall be removed from the Goffstown School District budget and placed in the appropriate building budget (MVMS or GAHS).

Note 2: All costs related to elementary schools shall be adjusted out of the Goffstown School District budget prior to its allocation to MVMS and GAHS.

Appendix A - Attachment
Tuition Rate Calculation Example Using Actual 01/02 Numbers

	District	Middle MVMS	High School GAHS
General Fund Actual Expended and Encumbered	3,954,726.33	5,968,505.25	6,791,394.87
Less: Items not Included in tuition rate			
ESL	31-000-1100-05-XXX (35,289.79)		
SPED Tuition - Public	31-XXX-1200-18-561 (34,893.42)	(5,401.10)	
SPED Tuition - Private	31-000-1200-18-569	(109,984.54)	(387,994.41)
Regular Ed Transportation	31-000-2721-18-510 (718,337.34)		
SPED Transportation	31-000-2722-18-510 (418.65)	(83,840.92)	(140,532.97)
Bond Principal	31-XXX-5110-00-910 (755,000.00)		
Bond Interest	31-XXX-5120-00-830 (333,693.75)		(363,833.33)
SPED Programs defined in Section 4C	Note 1		0.00
Total Deductions	(1,877,632.95)	(199,226.56)	(892,360.71)
Subtotal	2,077,093.38	5,769,278.69	5,899,034.16
Allocation of District Expenditures:			
Rent of Athletic Fields	31-000-1810-20-441 (2,000.00)	1,000.00	1,000.00
(50% each MVMS and GAHS)			
Athletics and Co-curricular	31-000-1410-20-XXX (177,554.53)	46,164.18	126,063.71
(Est. 3% Elem, 26% MVMS, 71% GAHS)			
Subtotal Projected District Exp.	1,897,538.85	5,816,442.87	6,026,097.87
(Allocate based on % of enrollment)	(1,897,538.85)	811,197.86	673,057.03
Subtotal expenditures by location	0.00	6,627,640.73	6,699,154.90
Less Revenues:			
Vocational School Tuition	31-000-3240-00-000		
Drivers Education	31-000-3270-00-000		1,800.00
Reimbursements of Salary & Benefits	31-000-1951-00-000	6,178.00	5,125.00
(Allocate based on % of enrollment)			
Total Revenues to be deducted		6,178.00	6,925.00
Net GF Expenditures before adjustments	0.00	6,621,462.73	6,692,229.90
Adjustments for 7th & 8th			
Tech Ed		(127,016.94)	
Health		(47,236.00)	
Family & Consumer Science		(28,566.00)	
Total Adjustments	0.00	(202,818.94)	0.00
Net GF Expenditures after adjustments	0.00	6,418,643.79	6,692,229.90
Divided by Enrollment		1,209.00	1,003.00
Tuition Rate before Adjustments		5,309.05	6,672.21
Add back 7th & 8th Adjustments		328.19	
(Total Adjustment / 7 & 8 enrollment)			
Rental Charge		198.05	268.11
Actual Tuition Rate		5,835.29	6,940.32

Note 1 - Expenses for the Special Education Programs defined in Section 4C of the AREA Agreement were not deducted under the methodology followed in the previous Agreement. Therefore, they are not presented in this example using actual 01/02 numbers.

**APPENDIX B
RENTAL CHARGE**

Computation of Rental Charge:

Appraisal value of building (Including value of site)	xxxxxx
Multiply by .025	x .025
Subtotal	<hr/> xxxxxx
Divided By - Average Daily Membership from preceding year	xxxxxx
Equals - Per Pupil Rental charge	<hr/> <hr/> xxxxxx

Appendix C
Program Tuition Calculation Defined in Section 4

Cost of Program defined in Section 4.C	XXXXXX
Divided by # of Students Enrolled in the Program	<u>XXXX</u>
Incremental per Student Cost of Program	XXXXXX
Plus Regular Education Tuition Rate (See Appendix A)	<u>XXXXXX</u>
Tuition Rate per Student for Program	<u><u>XXXXXX</u></u>