PROPOSED GRADE 7-8 AGREEMENT
Reviewed at Sullivan School Board Public Hearing 7/10/2024
Awaiting voter approval at the 2025 District Annual Meeting

THE KEENE AUTHORIZED REGIONAL ENROLLMENT AREA PLAN AMONG THE SCHOOL DISTRICTS OF HARRISVILLE, KEENE, MARLOW, NELSON, STODDARD, SULLIVAN, AND SURRY

This amendment to the February 6, 1973 AREA Agreement was entered into pursuant to Chapter 195-A of the New Hampshire Statutes Annotated, as amended, among the School Districts of Harrisville, Keene, Nelson, Marlow and Stoddard and as enlarged to include (i) Surry and Sullivan on December 21, 2016. This Agreement shall be deemed to replace its predecessor 1973 AREA Agreement as amended in 2016.

A. NAME

The name of the Authorized Regional Enrollment Area ("AREA") School shall be the Keene Middle School, located in Keene.

The Harrisville School District, Marlow School District, Nelson School District, Stoddard School District, Sullivan School District, and Surry School District shall be the sending districts, and the Keene School District shall be the receiving district, and together they shall form the region which shall be served by the AREA School. The receiving district shall be responsible for grades seven (7) and eight (8).

B. PURPOSE

To assure every member of the Keene Middle School student body equal access to all educational programs and opportunities, membership rights, and responsibilities independent of their home community.

To provide long-term security for member districts by establishing a guarantee that the sending districts will send, and the Keene School will receive students.

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

To share equitably the costs of education at Keene Middle School among the districts involved in this plan.

To provide a mechanism for sending districts to actively participate in the evaluation and planning of programs at Keene Middle School.

C. QUALITY OF EDUCATION

The Keene School District guarantees to own and operate a fully approved middle school consistent with the standards as defined by the laws of the State of New Hampshire for the education of its own and sending district students, grades seven (7) and eight (8) during the term of this Agreement.

D. STUDENT ORIENTATION/SCHOOL COUNSELING SERVICES

School counseling services will be made available to grade six (6) pupils of the sending districts for seventh (7th) grade placement and subject placement.

E. PUPIL REGULATIONS

It is understood that the same pupil regulations will apply to the students from the sending districts as to those of the receiving district.

F. REPORTS PROVIDED

All member district boards will have access to educational records for legitimate educational purposes for pupils residing within their districts, all in accordance with the Federal Family Educational Rights and Privacy Act, also known as the Buckley Amendment, Public Law 93-380 (20 USC S. 1232g.).

All member districts will have access to educational records, with no identification of individual students, for the purpose of conducting evaluations of school programs. All sending districts will be provided with an annual status of student report at a time that is identified during the May AREA meeting. Additional requests from any sending district shall be acknowledged within 10 school days with an anticipated timeframe for fulfillment.

G. EXCEPTIONS FOR ENROLLMENT

Keene Middle School shall be deemed the assigned school for all resident pupils of a member district attending middle school. Exemptions from attendance at Keene Middle School shall be determined in accordance with state law in existence at the time of the request for exemption.

H. SENDING DISTRICT PARTICIPATION IN KEENE BOARD ACTIVITIES

All sending districts which are party to this Agreement are also party to the Keene AREA Plan Agreement for Grades 9-12, Section H of which provides the sending districts the right to appoint one (1) representative to serve as a voting member on each of the standing committees of the Keene Board of Education outlined in their Manual of the Board of Education in all advisory matters, subject to the terms of that Agreement. Nevertheless, all AREA sending district board members are invited to attend any public sessions, board meetings, and committee meetings of the Keene School District.

In the event the Keene AREA Plan Agreement for Grades 9-12 is terminated, or any sending district(s) are no longer party to both the Grade 9-12 and this Grade 7-8 agreement, the the parties agree to meet to determine an appropriate measure for such sending district to have a voice in the curriculum and other programs and services for students attending Keene Middle School pursuant to this Agreement.

I. PURPOSE AND FREQUENCY OF AREA MEETINGS

Each year there shall be at least two (2) joint meetings of the Keene, Harrisville, Marlow, Nelson, Stoddard, Sullivan, and Surry School Boards for the purpose of consulting and advising regarding any matters of joint interest. These meetings will be educationally oriented and will

provide opportunities for the sending district boards to address matters of interest and concerns with other AREA members and become better engaged with the program of studies at Keene Middle School and its administrative procedures.

J. COMPUTATION OF TUITION RATES: NOTIFICATION AND PAYMENT DUE DATES

The tuition rate shall be established by the Keene Board of Education by November 15th, for the subsequent school year. The rate shall be the estimated net operating expenses of the middle school for the current school year divided by the estimated average daily membership ("ADM") for the current school year. The operating expenses shall not include (i) the cost of pupil transportation (except for athletics and field trips), expenses reimbursed by federal or state governments, (ii) the cost of capital equipment purchased using capital reserve funds derived from surpluses in the middle school's budget as determined by the comparison of the actual expenditures to the estimated expenditures used in the tuition calculation, (iv) the cost of debt service and (v) any costs which are specifically designated for Keene resident students (e.g. special education tuition, tutoring, etc.). Certain revenue, such as (i) rental income offsetting middle school expenses, (ii) vocational school tuition, (iii) tuition from patrons, and (iv) athletic fees shall be deducted from the operating expenses to arrive at the net operating expenses. In addition to the tuition rate, each sending district will be responsible for any costs which are specifically designated for such sending district's resident students (e.g. special education services not included in the tuition calculation).

The per pupil rental charge of two (2%) percent of the estimated replacement costs of the middle school facility shall be added to the tuition rate to arrive at the full charge.

The receiving district shall bill each sending district on a semi-annual basis and each sending district shall pay said tuition on a semi-annual basis not later than February 1st, and June 21st. In the event tuition for a student or students is disputed, the sending district shall remit the full amount billed by the Keene School District and the parties will work to resolve the dispute. If the parties determine a sending district has overpaid, the Keene School District shall give that sending district a credit on its next semi-annual bill.

The tuition for a pupil who attends a portion of the full school year shall be the product of the daily rate and his average daily membership.

Estimated ADM=

Entry ADM x Actual ADM (prior year)

(present year) Entry ADM (prior year)

Rental Fee=

.02 x Est. Replacement Cost of HS Facilities

Optimum Pupil Capacity

K. SETTLEMENT OF DISPUTES

In the case of disagreement as to the interpretation or application of this Agreement, such controversy shall be submitted in writing to the State Board of Education which, after notice and hearing, shall make a decision.

L. METHOD OF AMENDMENT

Amendments to the within Agreement, to include, without limitation, (i) withdrawal, addition, and/or substitution of member districts, (ii) changes in grades covered by the plan, or (iii) other changes in the rights and responsibilities of the member districts, shall be governed by the provisions of law then in force, currently RSA 195-A:14.

M. DATE OF OPERATING RESPONSIBILITY

This Agreement was developed using the amendment process defined in Article J of the Keene AREA Plan of 1973.

This Agreement shall become effective on July 1, 2026. This Agreement shall continue for a term of twenty (20) years and shall remain in force until modified or amended by the member districts involved through the application of appropriate provisions of law. Review of this Agreement shall be conducted periodically at intervals not exceeding twenty years.

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3 signatures for Each School District