

MB: AREA Agreement Grades 9-12

Reviewed at Sullivan School Board Public Hearing 7/10/2024
Approved at the 2025 District Annual Meeting

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

This amendment to the 1966 AREA Agreement was entered into pursuant to Chapter 195-A of the New Hampshire Statutes Annotated, as amended, among the School Districts of Chesterfield, Harrisville, Keene, Nelson, and Westmoreland, and as enlarged to include (i) Marlow and Stoddard on February 6, 1973, (ii) Marlborough on March 5, 1988, and (iii) Sullivan and Surry on December 21, 2016. This Agreement shall be deemed to replace its predecessor 1966 AREA Agreement as amended in 2006.

A. NAME

The name of the Authorized Regional Enrollment Area (“AREA”) School shall be the Keene High School, located in Keene.

The Chesterfield School District, Harrisville School District, Marlborough School District, Marlow School District, Nelson School District, Stoddard School District, Sullivan School District, Surry School District and Westmoreland 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 nine (9) through (12) twelve.

B. PURPOSE

To assure every member of the Keene High 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 District 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 High 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 High School.

C. QUALITY OF EDUCATION

The Keene School District guarantees to own and operate a fully approved high 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 nine (9) through twelve (12) during the term of this Agreement.

D. STUDENT ORIENTATION/SCHOOL COUNSELING SERVICES

School counseling services will be made available to grade eight (8) pupils of the sending districts for ninth (9th) 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 High School shall be deemed the assigned school for all resident pupils of a member district attending high school. Exemptions from attendance at Keene High 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

In order to provide the sending districts with a voice in curriculum and other programs and services, the AREA sending district board representatives present at the semi-annual AREA meetings will vote 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. The sending district representative(s) shall be excluded from nonpublic sessions of any standing committee meeting, unless necessary to the matter being addressed in the non-public session. The decision to include the AREA sending district representative(s) shall rest with the standing committee membership and shall be recorded in the minutes of the meeting. Nevertheless, all AREA sending district board members are invited to attend any public sessions, board meetings, and committee meetings of the Keene School District.

I. PURPOSE AND FREQUENCY OF AREA MEETINGS

Each year there shall be at least two (2) joint meetings of the Keene, Chesterfield, Harrisville, Marlborough, Marlow, Nelson, Stoddard, Sullivan, Surry and Westmoreland 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 High School and its administrative procedures. The sending districts' representative(s) to the standing committees of the Keene School District, as set forth in Section H, shall be elected at the spring AREA meeting. Each sending district shall have one (1) vote. Representatives from a majority of the sending districts (currently six (6) of ten (10)) shall form a quorum and which is required for such a vote.

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 high 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 high 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 high 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 high 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 1966 and Article L of the Keene AREA Plan of 1986 and 2006.

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