

AGREEMENT

AGREEMENT made this 30th day of September, 1999 by and between the **NEW HAMPSHIRE DEPARTMENT OF EDUCATION** (hereinafter referred to as the "Department"), the **EXETER REGION COOPERATIVE SCHOOL DISTRICT** (hereinafter referred to as the "Receiving District") and the **EPPING SCHOOL DISTRICT, NEWMARKET SCHOOL DISTRICT, RAYMOND SCHOOL DISTRICT, SANBORN REGIONAL SCHOOL DISTRICT, and WINNACUNNET COOPERATIVE SCHOOL DISTRICT** (hereinafter referred to as the "Sending Districts").

WHEREAS the Receiving District (by its predecessor, Exeter School District) and the Sending Districts are parties to the "Agreement" dated in 1978 (the "1978 Agreement") under which they established a Regional Vocational Education Center pursuant to RSA 188-E; and;

WHEREAS the Receiving District and the Sending District wish to continue said Vocational Education Center;

NOW THEREFORE, in consideration of the mutual covenants, agreements, and conditions hereinafter set forth, the Department, Receiving District, and Sending Districts hereby agree as follows:

1. The Receiving District shall continue to own and operate the Regional Vocational Education Center in Exeter, New Hampshire pursuant to the 1978 Agreement.
2. The Receiving District, in cooperation with the Sending Districts, shall plan, develop, operate, and evaluate the educational program and facilities of the Regional Vocational Education Center. The educational program shall be broad enough to serve the reasonable needs of Vocational Region #18.
3. High school students attending schools in the Sending Districts shall be entitled to attend the Regional Vocational Education Center in accordance with the procedure set forth in RSA 188-E:6 and as it may be amended from time to time.
4. The Department may designate additional school districts as "Sending Districts." Such designation shall entitle the sending districts so designated to participate in the vocational education programs at the Regional Vocational Education Center upon such terms and conditions as the Department shall establish and subject to the provisions of RSA Chapter 188-E.

5. The formula for participation of students in the Regional Vocational Education Center education programs shall be based annually on such method as the Receiving District and Sending Districts may agree, subject to the approval of the Commissioner of the Department of Education. In the event that an additional Sending District is designated by the Department, the formula for participation shall be designated by the Department.

6. The Receiving District and Sending Districts agree to develop mutually acceptable school calendars and class schedules annually, that permit eligible students full access to all vocational programs.

7. The Receiving District agrees to provide equal access to all of the approved regional vocational education programs to qualified residents and area vocational students within Vocational Region 18 during the regular school day in accordance with the formula for participation agreed upon between the Receiving District and Sending Districts referred to in paragraph 5 above. Any change in formula or methodology will be agreed upon by the Receiving District and the Sending Districts subject to approval of the Commissioner of the Department of Education.

8. The Receiving District School Board shall hold annually at least one joint meeting with the chairpersons (or their designees) of school boards of the Sending Districts to discuss the planning, development, operation, and evaluation of the educational program and facilities of the Regional Vocational Education Center.

9. The Receiving District and Sending Districts agree that the Department shall be the arbitrator of any dispute which may arise between the Receiving District and the Sending Districts and which cannot be settled to the mutual satisfaction of each party and that all parties will be bound by the decision of the Commissioner in such cases.

10. The Receiving District shall make maximum utilization of cooperative arrangements with state and local special education and vocational rehabilitation agencies in providing vocational education for disadvantaged and handicapped persons.

11. The Receiving District agrees to provide vocational facilities and programs for students with special needs including students who are handicapped and disadvantaged in accordance with the identified needs of the Receiving District and Sending Districts. Additional costs for SPEDIS-coded students requiring special program modifications and/or services as a result of the IEP shall be the responsibility of the Sending District.

12. The Receiving District shall provide vocational guidance services at the Regional Vocational Education Center for Vocational Region 18 students and coordination of such activities throughout Vocational Region 18.
13. Vocational education opportunities for adults, out of school youths, including "drop-outs" and others, will be provided by the Receiving District whenever possible. Costs will be shared by the participants and/or Sending Districts.
14. The Receiving District shall establish a Region #18 Vocational Advisory Committee which shall include representatives of each of the vocational program areas offered in the region. The Advisory Committee shall include a board member from the Receiving District and at least one representative from each of the Sending Districts. The representatives from the Sending Districts shall be appointed by the Sending Districts.
15. The Receiving District shall consider the recommendations of the Region #18 Vocational Advisory Committee relative to vocational programs, facilities, and regional enrollment needs.
16. The Receiving District, at its own expense, shall employ a full-time administrator of vocational education, who shall administer the vocational program within the administrative structure of the Receiving District.
17. The Sending Districts agree to permit the guidance and vocational staff of the Receiving District to provide all students with information concerning vocational offerings at the center and to encourage such student's participation in the program.
18. The Receiving District agrees that the facilities and equipment provided through the funds made available from the State of New Hampshire by the 1978 Agreement or this Agreement shall be utilized only for vocational education purposes, unless specific prior written exception is approved by the Department. The termination of any approved vocational program(s) by the Receiving District shall become effective after one year's notice to the Region #18 Vocational Advisory Committee, the Sending Districts and the Department of Education.
19. The Commissioner of Education shall have the authority to transfer initial equipment, if said equipment is not being utilized effectively or efficiently, as determined by the Commissioner to another regional center or school with an approved vocational program.

20. The liability of the State for the tuition of full or part-time students attending programs at the regional vocational center shall be as provided by RSA 188-E:7 and 9, and in N.H. Code of Administrative Rules Ed 1401.03 and as those provisions may hereinafter be amended. Reimbursement for tuition by the State shall be limited to those school calendar days which are mutual to both the Receiving and Sending Districts.

21. The liability of the State for the cost of transporting regional vocational students to the Regional Vocational Education Center shall be as provided by RSA 188-E:9 and in N.H. Code of Administrative Rules Ed 1401.03 and as those provisions may hereinafter be amended.

22. In the event that sufficient funds are not made available to the Department by the Legislature to compensate the Receiving District for transportation, payments will be reduced on a prorated basis and the Sending Districts shall pay the balance of the actual cost due to the Receiving District. The Receiving District shall retain all records relating to this Agreement and shall make such records available for audit, examination, or copy.

23. Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed by the parties hereto that all obligations of the State and Department of Education hereunder, including the continuance of payments, are contingent upon the availability and continued appropriation of State funds, and in no event shall the State or the Department of Education be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of such available funds or appropriations to the Department of Education, the Department shall have the right to terminate this Agreement in whole or in part immediately.

24. The Department agrees to provide technical and consultant assistance to the Receiving District in the operation of the regional center through Department staff.

25. The Receiving District and Sending Districts hereby covenant and agree that, in the performance of this Agreement, the Receiving District and Sending Districts shall comply with all the applicable laws, regulations, guidelines, orders and statutes of federal, state, county or municipal authorities which shall impose any legal obligation or legal duty upon the Receiving District and Sending Districts with respect to this Agreement.

26. This Agreement is controlled by the provisions of RSA 188-E and rules adopted pursuant thereto and as they may be amended from time to time. In the event of any conflict between the provisions of RSA 188-E or rules enacted pursuant thereto and the provisions of this Agreement, the provisions of the statute and rules shall govern.

27. The Department and the school boards of the Receiving District and Sending Districts and any future Sending Districts shall review this Agreement every three (3) years to determine whether any amendments or modifications are necessary.

28. Twenty (20) years following the date of execution of the Agreement, this Agreement and any amendments hereto shall be reviewed by the Department, the Receiving District, the Sending Districts and any future Sending Districts to determine whether it should be revised, continued, or terminated upon agreement.

29. Twenty (20) years following the date of execution of this Agreement and until such further agreement is reached by all of the parties involved, the Receiving District may not, absent annual specific permission from the Department, use the facilities and equipment provided through funds made available from the State by this Agreement:

- a. For any purpose other than Vocational Education, in compliance with *RSA 188-E:5*
- b. Without providing equal access to qualified residents and Vocational Region 18 students, in compliance with any guidelines established by the Department pursuant to and made in accordance with its general managerial and supervisory powers under *RSA 186:5*.

30. The Receiving District and the Sending Districts covenant to indemnify and hold harmless the State from and against any and all losses suffered by the State and any and all claims, liabilities, or penalties asserted against the State by or on behalf of any person on account of, based on, resulting from, arising out of (or which may be claimed to have arisen out of) the acts or omissions of the Receiving District and Sending District respectively.

31. NHDOE. Those being entitled "Agreement" of twelve pages, 1 of 12 in length, and "Agreement Relating To Region 18 Regional Vocational Education Center" of four pages in length, 13 of 21.

NEW HAMPSHIRE STATE BOARD OF EDUCATION

BY: Judith T. Reever
Chairperson
Affirmative Vote – State Board of Education
Meeting – 11/20/2002

STATE OF NEW HAMPSHIRE

COUNTY OF SULLIVAN

On this 20th day of November, 2002, before me, Patricia T. Butler, the undersigned officer, personally appeared Judith T. Reever known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same for the purpose therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Patricia T. Butler
Justice of the Peace/Notary Public

PATRICIA T. BUTLER
NOTARY PUBLIC, NEW HAMPSHIRE
My commission expires April 29, 2003

EXETER REGION COOPERATIVE SCHOOL DISTRICT

By: *Roy J. Morrissette*
Chairperson
School Board - Receiving District

STATE OF NEW HAMPSHIRE
COUNTY OF

On this the 19th day of December, 2007, before me,
the undersigned officer, personally appeared Roy Morrissette, known to me (or
satisfactorily proven) to be the person whose name is subscribed to the within
instrument and acknowledged that (s)he executed the same for the purposes therein
contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Kathryn F. Sousa
Justice of the Peace/Notary Public
My Commission Expires: 4/17/07

EPPING SCHOOL DISTRICT

By: *Maria Brown*
Chairperson
School Board - Sending District

STATE OF NEW HAMPSHIRE
COUNTY OF

On this the 22nd day of January, 2007, before me,
the undersigned officer, personally appeared Maria Morris, known to me (or
satisfactorily proven) to be the person whose name is subscribed to the within
instrument and acknowledged that (s)he executed the same for the purposes therein
contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Arlene A. Moore
Justice of the Peace/Notary Public **ARLENE A. MOORE**
My Commission Expires: **Notary Public - New Hampshire**
My Commission Expires March 6, 2007

NEWMARKET SCHOOL DISTRICT

By: Marie Therese D'Agata
Chairperson
School Board - Sending District

STATE OF NEW HAMPSHIRE
COUNTY OF

On this the 19th day of December, ²⁰⁰²~~2001~~, before me,
the undersigned officer, personally appeared Marie Therese D'Agata, known to me (or
satisfactorily proven) to be the person whose name is subscribed to the within
instrument and acknowledged that (s)he executed the same for the purposes therein
contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Annette L. Brousseau

Justice of the Peace/Notary Public
My Commission

Expires: ANNETTE L. BROUSSEAU, Notary Public
My Commission Expires November 7, 2006

RAYMOND SCHOOL DISTRICT

By: Margaret E. Louis
Chairperson
School Board - Sending District

STATE OF NEW HAMPSHIRE
COUNTY OF

On this the 20th day of December, 2007, before me, Garland R. Sargent the undersigned officer, personally appeared Margaret E. Louis, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that (s)he executed the same for the purposes therein contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Garland R. Sargent
Justice of the Peace/Notary Public
My Commission Expires: Aug 23, 2005

SANBORN REGIONAL SCHOOL DISTRICT

By: [Signature]
Chairperson
School Board - Sending District

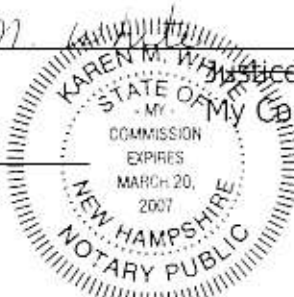
STATE OF NEW HAMPSHIRE
COUNTY OF

On this the 19th day of December, 2001, before me,
the undersigned officer, personally appeared Kurt Bantz, known to me (or
satisfactorily proven) to be the person whose name is subscribed to the within
instrument and acknowledged that (s)he executed the same for the purposes therein
contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

[Signature]

Justice of the Peace/Notary Public
My Commission
Expires: 3/20/07



WINNACUNNET COOPERATIVE SCHOOL DISTRICT

By: Susan R. Kepner
Chairperson
School Board - Sending District

STATE OF NEW HAMPSHIRE
COUNTY OF

On this the 18 day of December, 2002 before me,
the undersigned officer, personally appeared Susan R. Kepner, known to me (or
satisfactorily proven) to be the person whose name is subscribed to the within
instrument and acknowledged that (s)he executed the same for the purposes therein
contained.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Linda J. Vining
Justice of the Peace/Notary Public
My Commission Expires: _____ **LINDA J. VINING, NOTARY PUBLIC**
MY COMMISSION EXPIRES MAY 12th, 2004

Approved as to form, substance, and execution by the Attorney General this _____ day
of _____, 2001.

By: _____

**AGREEMENT RELATING TO REGION 18
REGIONAL VOCATIONAL EDUCATION CENTER**

This Agreement Relating to Region #18 Regional Vocational Education Center (the "Center") is entered into by the **EXETER REGION COOPERATIVE SCHOOL DISTRICT** (the "Receiving District") and the **EPPING SCHOOL DISTRICT, NEWMARKET SCHOOL DISTRICT, RAYMOND SCHOOL DISTRICT, SANBORN REGIONAL SCHOOL DISTRICT,** and **WINNACUNNET COOPERATIVE SCHOOL DISTRICT** (the "Sending Districts") and sets forth the terms agreed to by the Receiving District and the Sending Districts relating to operation of the Center currently situated at the Exeter Region Cooperative High School on Linden Street in Exeter, New Hampshire.

1. The purpose of this Agreement is to establish a new procedure for governing the operation of the Center and establishing a separate tuition formula for any Sending District which elects to participate in the new governing procedure.

2. The Receiving District and the Sending Districts which choose to participate in the new governing procedure shall, on or before March 1, 2000, form a Region #18 Vocational Education Center Governing Board (the "Governing Board"). The Governing Board shall include the following members: the Superintendents of each of the Receiving District and each of the participating Sending Districts, or, for each such District, a substitute member designated by such Superintendent; and one other member for each such District designated by the School Boards of the Receiving District and each of the participating Sending Districts. The Superintendents and School Boards may change their designated members at any time. The first meeting of the Governing Board shall be held on February 24, 2000 at 3:00PM at the Seacoast School of Technology. At that first meeting, and annually thereafter, the Governing Board shall elect, by majority vote, a Chairperson and Vice-Chairperson. The Governing Board may at any time, by majority vote, replace the Chairperson or Vice-Chairperson. The Chairperson of the RSA 188-E:4 advisory committee and the administrator of the Center shall serve as an ex-officio (i.e. non-voting) members of the Governing Board and the administrator of the Center shall act as Secretary of the Governing Board. A majority of the Governing Board's members shall be necessary to constitute a quorum. The Governing Board, by majority vote, may adopt policies governing Governing Board meetings and procedures. All decisions of the Governing Board shall be by majority vote of members present at a duly called meeting attended by at least a quorum, provided that, in order to adopt a budget per Section 5 below, the meeting at which the Governing Board adopts the budget must be attended by at least one (1) member from each of the Receiving District and each Sending District.

3. The Governing Board shall:
 - a. Adopt an operating budget per Section 5 hereof;
 - b. Make a recommendation to the Receiving District School Board whenever the Receiving District School Board selects an administrator (i.e. principal) of the Center; and
 - c. Approve the curriculum and the programs offered at the Center.

4. Any Sending District which elects not to designate members to the Governing Board as of November 1 of any year shall so notify the Governing Board and shall not be a participating Sending District for purposes of this Agreement. Instead, that non-participating Sending District shall pay tuition for its students who attend the Center at the rates generally charged by the Receiving District for all tuition students. If a Sending District elects to designate members for the Governing Board as of any November 1, then that Sending District shall pay tuition to the Receiving District at the rates provided in this Agreement for participating Sending Districts for the fiscal year commencing the following July 1.

5. The Governing Board shall adopt a fiscal year (July 1 to June 30) budget for the Center for each fiscal year commencing with the fiscal year starting July 1, 2000. Following the Governing Board's adoption of a budget, that budget shall be presented to the School Boards of each of the Receiving District and each of the Sending Districts. The budget shall include the costs of the Center and an appropriate amount to cover administrative and maintenance expense. If the School Board of the Receiving District fails to approve the proposed budget for any fiscal year, or if funds are not appropriated therefore by the annual meeting of the Receiving District for that fiscal year, then the Governing Board shall terminate and all Sending Districts shall pay tuition for that fiscal year at the rates generally charged by the Receiving District for all tuition students. If the School Board of any Sending District fails to approve the budget proposed by the Governing Board for any fiscal year, or if any Sending District fails to appropriate sufficient funds at its annual meeting for that fiscal year for the tuition to be paid by that Sending District for that fiscal year under said budget, then that Sending District shall cease to be a participating district and that Sending District shall pay tuition for its students at the rates generally charged by the Receiving District for all tuition students. If, for any fiscal year, the Receiving District School Board approves the budget proposed by the Governing Board and the annual meeting of the Receiving District appropriates the funds necessary therefore, then, for each Sending District whose School Board also approves the Governing Board's proposed budget and whose annual meeting appropriates the funds necessary to pay tuition thereunder, then each such Sending District shall pay tuition to the Receiving District for its students who attend the Center during the subject fiscal year at the following per pupil rate:

Total Center budget minus [sum of: (i) total Center
 income
 Per pupil tuition rate = plus (ii) state and federal tuition reimbursement
 actually received by the Receiving District plus (iii) Incremental SPED
Costs] average daily student enrollment at the
 Center

In addition, each Sending District sending one or more SPED Students to the Center, shall pay the following additional amount to the Receiving District: the product of Incremental SPED Costs multiplied by the following fraction:

Students
$$\frac{[\text{The number of the particular Sending Districts Main Stream SPED at the Center plus (1.5 multiplied by the number of that particular Sending District's STEP Students at the Center)}]}{\text{The number of all Main Stream SPED Students at the Center plus (1.5 multiplied by the number of all STEP Students at the Center)}}$$

The Receiving District shall establish tuition billing procedures under which tuition (or Incremental SPED Costs) are billed to the Sending Districts and paid by the Sending Districts in instalments during the fiscal year.

6. Notwithstanding this Agreement, the School Board of the Receiving District and the Receiving District retain all authority with regard to the following matters:

- a. As employer of personnel employed at the Center;
- b. All capital improvements and additions to the Center.

7. This Agreement shall be submitted to the New Hampshire Department of Education for approval and shall become effective upon approval by the New Hampshire Department of Education.

EXETER REGION COOPERATIVE SCHOOL DISTRICT

By: Don J. Harriette
Date: 12/19/02 Its: Chairperson

Kathryn K. Sou

exp. 4/17/07

EPPING SCHOOL DISTRICT

By: *Arlene A. Moore*
Date: *1/22/03*

Its: *Chairman*

Arlene A. Moore

ARLENE A. MOORE
Notary Public - New Hampshire
My Commission Expires March 6, 2007

NEWMARKET SCHOOL DISTRICT

By: Marie-Therese D'Agostino Its: Board Chair
Date 12/19/02

Annette L. Brousseau

ANNETTE L. BROUSSEAU, Notary Public
My Commission Expires November 7, 2006

RAYMOND SCHOOL DISTRICT

Date By: Margaret E. Lewis Its:

Kathleen R. Sargent
Notary

2-15-03

My Commission Expires Aug. 23, 2005

SANBORN REGIONAL SCHOOL DISTRICT

By: *[Handwritten Signature]*
Date 12/19/02

Its: Chairperson



WINNACUNNET COOPERATIVE SCHOOL DISTRICT

By: Jessica R/Kjorn Its:
Date 12/18/02


LINDA J. VINING, NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 12th, 2004 12-18-02