

Regional Agreement for Career and Technical Education

Region #18

2019 - 2039

DRAFT (1.22.2019)

Updated 02.25.19

PREAMBLE

In order to implement Career and Technical Education in Region #18, the New Hampshire Department of Education with the endorsement of the State Board of Education has designated Seacoast School of Technology (SST) as a Regional Career and Technical Education Center.

This agreement identifies Exeter Region Cooperative School District as the Receiving District. In addition, the Epping School District, Newmarket School District, Raymond School District, Sanborn Regional School District, and Winnacunnet Cooperative School District are identified as Sending Districts.

DEFINITIONS

“Receiving District” shall mean a school district operating a comprehensive high school that is designated as a regional center or offers a designated regional career and technical education program.

“Sending District” shall mean a school district where students reside, and for whom said district has tuition responsibility, who attend a regional career and technical education center or designated regional career and technical education program other than within the district itself.

“Equipment” means any equipment purchased by the Receiving District through its regular purchase procedures and policies paid for by the State. Such equipment may be either movable or built-in/non-moveable.

AGREEMENT

AGREEMENT made this 31st day of August, 2019, 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 (hereinafter referred to as the “Sending Districts”).

WHEREAS the Receiving District is desirous of operating Regional Career and Technical Education Center facilities;

WHEREAS the Department under the authority of New Hampshire RSA 188-E is desirous that the Receiving District continue to be designated as a Regional Career and Technical Education Center for Region #18;

WHEREAS the Sending Districts are desirous of participating in the Regional Career and Technical Education programming offered at the designated Regional Career and Technical Education Center in Exeter;

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:

Receiving District

1. The Receiving District shall provide a regional career and technical education facility on a district-owned site.
2. The Receiving District shall provide parking and such other related areas as are necessary for the operation and maintenance of the regional career and technical education center.
3. The Receiving District, at its own expense, shall employ a full-time administrator (Principal) of career and technical education, who shall administer the career and technical education program within the administrative structure of the Receiving District.
4. *The Receiving District shall maintain an active Region #18 career and technical education advisory committee; which shall include representatives of each of the career and technical education program areas offered in the region. The advisory committee shall include a school board member from each Sending District, appointed by the respective Sending District, at least one school counselor, and, when appropriate, a representative from the Community College System of New Hampshire campus located in their region. (RSA 188-E:4-a, I; Ed 1304)*

The regional career and technical education advisory committee shall advise the Receiving District relative to career and technical education programs, facilities, and regional enrollment needs. (188-E:4-a, II)

5. The Receiving District shall make maximum utilization of cooperative arrangements with state and local special education and vocational rehabilitation agencies in providing career and technical education for disadvantaged and handicapped persons. The Receiving District, wherever possible, will provide career and technical education opportunities for adults and out-of-school youth (including drop-outs). (RSA 188-E:5, III)
6. The Receiving District shall provide career advising services, at the school site, for regional students and coordination of such activities throughout the region.
7. The career and technical education facility in Exeter shall remain the property of the Seacoast School of Technology for exclusive use by the career and technical education center. (RSA 188-E:3, II)
8. The Receiving District agrees that equipment purchased with State funds shall be utilized primarily for career and technical education purposes, unless the Department approves specific prior written exception.

9. Students residing in Region #18 may enroll in a designated program outside Region #18 when Seacoast School of Technology does not offer the program or when seating is not available and shall be eligible for tuition payment pursuant to statute and rules. (RSA 188-E:7)

Sending Districts

1. Sending Districts shall permit high school students attending schools in Sending Districts to attend the *Seacoast School of Technology* in accordance with the procedures set forth in New Hampshire RSA 188-E:6, as it may be amended from time to time.
2. Sending Districts shall be responsible for the balance owed to the Receiving District for tuition, including any career and technical education differential owed, should insufficient funds be available from State sources to fully compensate the Receiving District. (RSA 188-E:7); Ed 1405.01(f)
3. Sending Districts agree to permit regional centers' personnel to provide appropriate information to students through cooperative activities concerning career and technical education offerings at the center and to encourage such student's participation in the program.

Receiving and Sending Districts

1. 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.
2. The Receiving District and Sending Districts shall provide barrier-free access, in accordance with all applicable State and Federal laws, rules, regulations, and guidelines addressing accessibility.
3. The Receiving District and Sending Districts agree to provide equal access to all of the approved regional career and technical education programs to qualified career and technical education students, as defined in RSA 188-E:5, within the region in accordance with the formula for participation agreed upon between Receiving Districts and Sending Districts set forth in Appendix A of this Agreement. (RSA 188-E:5; Ed 1303.04(e))
4. The Receiving District and Sending Districts shall plan, develop, operate, maintain, and evaluate the educational program and facilities of the *Seacoast School of Technology* at least every five (5) years, when the State Monitoring visit is done. The educational program shall be broad enough to reasonably serve the needs of Region #18. (RSA 188-E:5; RSA 188-E:3, II)
5. The Receiving District and Sending Districts agree to develop, to the fullest extent possible, mutually acceptable school calendars and class schedules annually that permit eligible students full access to all *Seacoast School of Technology* programs for the entire instructional time required for those programs. (RSA 188-E:5, VII)

6. The Receiving District shall hold annually at least one joint meeting with the chairpersons (or their designees) of school boards of the Receiving District and Sending Districts to discuss the planning, development, operation, and evaluation of the *Seacoast School of Technology* programming and facilities of the regional career and technical education center and regionally designated programs.

Department

1. The Department may designate additional school districts as Sending Districts. Such designation shall entitle the Sending District to participate in the programs in the region upon such terms and conditions as the Department shall establish and subject to the provisions of New Hampshire RSA 188-E. (RSA 188-E:1)
2. Equipment purchased with State funds shall remain the property of the Department and may be transferred to another facility under the provisions outlined in the “Commissioner of Education” section below.
3. The Department shall pay only those districts designated as regional career and technical education centers for Sending District tuition at a per student rate calculated by dividing the total number of students into the balance of appropriation available. (RSA 188-E:7, II)
4. The liability of the State for the tuition of students attending programs at the regional career and technical education centers shall be as provided by New Hampshire RSA 188-E:7 and 9, and in the New Hampshire Code of Administrative Rules and as those provisions may hereinafter be amended. (RSA 188-E:7 and 9)
5. The liability of the State for the cost of transporting regional career and technical education students to the regional career and technical education centers or to a designated regional career and technical education program shall be as provided by New Hampshire RSA 188-E:8 and 9 and in New Hampshire Code of Administrative Rules and as those provisions may hereinafter be amended. (RSA 188-E:8 and 9)

Commissioner of Education

1. The Commissioner of Education shall have the authority to transfer equipment if said equipment is not being utilized effectively or efficiently, as determined by the Commissioner of Education, to another regional career and technical education center or school with an approved career and technical education program.
2. At such time as it is determined that no useful life exists for the said Equipment, the Department may authorize the disposal of said Equipment in accordance with established district disposal procedures. Any funds received from the disposal of said Equipment remain with the respective Receiving District. (Ed 1303.04 (b))

Other Terms

1. This Agreement is controlled by the provisions of New Hampshire 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 New Hampshire RSA 188-E or rules enacted pursuant thereto and the provisions of this Agreement, the provisions of the statute and rules shall govern.
2. The formula for participation of students in *Seacoast School of Technology* programs shall be based on such method as the Receiving District and Sending Districts may agree. The formula for participation for Region #18 is included in this agreement and identified in Appendix A. In the event that an additional Sending District is designated by the Department, the formula for participation of the additional sending district shall be negotiated at the local level. (Ed 1303.04(e))
3. Termination of any approved career and technical education program(s) by a Receiving District shall become effective after one (1) year's notice to the Region #18 career and technical education advisory committee, the Sending Districts and the Department.
4. The Receiving District and the 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. All parties will be bound by the decision of the Commissioner of Education in such cases.
5. The Receiving District and 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 Districts, respectively. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State. This covenant shall survive the termination of this Agreement.
6. The Department and the school boards of Receiving Districts and Sending Districts, including any Sending Districts designated subsequent to the effective date of this Agreement shall review this the terms of this Agreement every three (3) years from the effective date of the Agreement to determine whether amendments or modifications are necessary.
7. Twenty (20) years following the date of execution, this Agreement and any amendments hereto shall be reviewed by the Department, the Receiving District, the Sending Districts and any Sending Districts designated subsequent to this Agreement, to determine whether it should be revised, continued, or terminated. The Department reserves the right to extend this Agreement beyond the termination date when it is in the best interests of all parties or until a new agreement is reached.
8. This Agreement shall become effective when it is signed by the parties and approved by the State Board of Education. Any amendments or modifications to this Agreement shall be in writing, executed by the parties involved, and approved by the State Board of Education.

9. This contract includes a Preamble, Definitions, and Agreement, all of which are equally binding on the parties.

Signature Page
Department of Education

BY: _____
Frank Edelblut, Commissioner
New Hampshire Department of Education

STATE OF NEW HAMPSHIRE
COUNTY OF MERRIMACK

On this the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that (s)he executed the same for the purposes therein contained.

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

Justice of the Peace/Notary Public

Signature Page
Exeter Region Cooperative School Board

BY: _____
Chairperson, Exeter Region Cooperative School Board

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that (s)he executed the same for the purposes therein contained.

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

Justice of the Peace/Notary Public

**Signature Page
Epping School Board**

BY:

Chairperson, Epping School Board

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that (s)he executed the same for the purposes therein contained.

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

Justice of the Peace/Notary Public

**Signature Page
Newmarket School Board**

BY:

Chairperson, Newmarket School Board

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that (s)he executed the same for the purposes therein contained.

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

Justice of the Peace/Notary Public

**Signature Page
Raymond School Board**

BY:

Chairperson, Raymond School Board

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that (s)he executed the same for the purposes therein contained.

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

Justice of the Peace/Notary Public

Signature Page
Sanborn Regional School Board

BY:

Chairperson, Sanborn Regional School Board

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that (s)he executed the same for the purposes therein contained.

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

Justice of the Peace/Notary Public

Signature Page
Winnacunnet Cooperative School Board

BY:

Chairperson, Winnacunnet Cooperative School Board

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this the ____ day of _____, 20____, before me, the undersigned officer, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledge that (s)he executed the same for the purposes therein contained.

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

Justice of the Peace/Notary Public

APPENDIX A

Governing Board

1. The Regional #18 Career and Technical Education Center Governing Board (the “Governing Board”) shall include the following members:
 - a. the Superintendent of the Receiving District and each of the Sending Districts or, for each such District, a substitute member designated by the Superintendent;
 - b. one other member for each 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.

2. Each year 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.
3. The Chairperson of the Advisory Committee and the administrator (Principal) of the Seacoast School of Technology shall serve as ex-officio (i.e., non-voting) members of the Governing Board and the administrator (principal) of SST shall act as Secretary of the Governing Board.
4. A quorum shall be comprised of at least 50% of the Governing Board’s voting members including at least 50% of the receiving district and sending districts’ superintendents.
5. The Governing Board, by majority vote, may adopt policies addressing Governing Board meetings and procedures.
6. 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 as outlined in the “Budget” section 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 Sending Districts.
7. The Governing Board shall:
 - a. Adopt an operating budget per the “Budget” section below;
 - b. Make a recommendation to the Receiving District School Board whenever the Receiving District School Board selects an administrator (Principal) of the *Seacoast School of Technology*; and
 - c. Approve the programs offered at the *Seacoast School of Technology*.

Formula for Participation of Students

Seats per program are apportioned according to each high school’s population. Any seat not taken by the high school eligible for that seat will be available to students from the other districts.

Budget

1. The Governing Board shall adopt a fiscal year (July 1 to June 30) budget for the *Seacoast School of Technology* for each fiscal year of the Agreement. Following the Governing Board's adoption of a budget, that budget shall be presented to the School Boards for the Receiving District and each of the Sending Districts. The Budget shall include the costs of the *Seacoast School of Technology* and an appropriate amount to cover administrative and maintenance expense.
2. If the School Board of the Receiving District fails to approve the proposed budget for any fiscal year, or if funds are not appropriated 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 fall all tuition students.
3. 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 the 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.
4. 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 *Seacoast School of Technology* during the subject fiscal year at the following pupil rate:

2019-2020

Total *Seacoast School of Technology* budget minus [sum of (i) total *Seacoast School of Technology* income per pupil tuition rate plus (ii) state and federal tuition reimbursement actually received by the Receiving District plus (iii) incremental special education costs] divided by the October 1 student enrollment at the *Seacoast School of Technology*.

In addition, each Sending District sending one or more special education students to the *Seacoast School of Technology*, shall pay the following additional amount to the Receiving District: The product of incremental special education costs divided by the number of special education students at the *Seacoast School of Technology* multiplied by the number of special education students from that particular Sending District.

2020-2021 and beyond

Total *Seacoast School of Technology* budget minus [sum of (i) total *Seacoast School of Technology* income per pupil tuition rate plus (ii) state and federal tuition reimbursement

actually received by the Receiving District] divided by the October 1 student enrollment at the *Seacoast School of Technology*.

5. Additional costs for special education students requiring special program modifications and/or accommodations as a result of their IEP shall be the responsibility of the Sending District.
6. The Receiving District shall establish tuition billing procedures under which tuitions are billed to the Sending Districts and paid by the Sending Districts during the fiscal year.
7. Notwithstanding this Agreement, the School Board of the Receiving District and the Receiving District retain all authority with regard as the employer of personnel employed at the *Seacoast School of Technology* and with respect to all capital improvements and additions to the *Seacoast School of Technology*.