

**Regional Agreement for Career and Technical Education Center Agreement**

**Region #18**

**2024-2028**

## PREAMBLE

In order to implement Career and Technical Education in Region #18, the New Hampshire Department of Education (“Department”) 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.

## REGIONAL CAREER and TECHNICAL EDUCATION AGREEMENT

**REGIONAL CAREER and TECHNICAL EDUCATION AGREEMENT (“RCTEA”)** entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between 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 operates the Seacoast School of Technology, the Region #18 Regional Career and Technical Education Center located in Exeter;

WHEREAS the Sending Districts’ students attend the programs offered at the Seacoast School of Technology;

NOW THEREFORE, in consideration of the mutual covenants, agreements, and conditions hereinafter set forth the 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 make maximum utilization of cooperative arrangements with state and local special education and vocational rehabilitation agencies in providing career and technical education for disadvantaged persons and person with disabilities. 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)
5. The Receiving District shall provide career advising services, at the school site, for regional students and coordination of such activities throughout the region.
6. 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)
7. 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.
8. 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)

### **Advisory Committee**

1. There shall be a Region #18 Career and Technical Education Center Advisory Committee consisting of the following members:
  - a. a school board member from each Sending District, appointed by its respective School Board;
  - b. a school board member from the Receiving District, appointed by its School Board;
  - c. at least one certified high school counselor; and
  - d. 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. (RSA 188-E:4-a, II)

### **Governing Board**

1. There shall be a Regional #18 Career and Technical Education Center Governing Board (the "Governing Board") consisting of 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; and

- b. one other member from 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 (or designated substitute).
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 the Receiving District and each of the Sending Districts.
7. The duties of the Governing Board shall include:
  - 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.
8. Calendar Conformity Agreement: the Governing Board shall also meet to align the school calendars of the Sending Districts with the school calendar of the Seacoast School of Technology in accordance with RSA 188-E:5, VII(a) and (b). The calendar conformity agreement shall minimize schedule conflicts to support students in Region #18 with as many hours as possible to fulfill their program requirements and provide for full access to all SST programs for the entire instructional time required for those programs. The calendar conformity agreement shall address, at a minimum, schedule alignment needs such as:
  - a. Annual school year calendar alignment, including start/stop dates of each school year;
  - b. Plans for unscheduled school closures or events;
  - c. Daily class start/stop times alignment; and
  - d. Travel time and transportation on school buses to ensure students schedules allow for full access to SST programs.

In developing a calendar conformity agreement, the Governing Board shall ensure that there are no more than 10 instructional days following Labor Day through the last student day of

the school calendar year on which one or more of the school calendars of the Region #18 school districts are not aligned. The Governing Board or any Sending District may request a waiver of dissimilar days from the Commissioner of Education for extenuating or emergency purposes. (RSA 188-E:1-a and RSA 188-E:5, VII)

### **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 RSA 188-E, as 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 Receiving District personnel to provide appropriate information to students through cooperative activities concerning Seacoast School of Technology's offerings at the center and to encourage student participation in the program.
4. Sending Districts agree to provide tuition and transportation for any student from a Sending District who wishes to attend a SST program, subject to attainment of prerequisites, space availability within the program, and appropriate qualifications under RSA 188-E:2, VIII(b) and RSA 188-E:8. Sending District shall report to the Commissioner of Education any constraints in funding for tuition and transportation that need to be addressed to provide this opportunity. Sending Districts shall be responsible for ensuring students schedules allow for full access to SST programs offered at SST, including travel time on buses.

### **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 Seacoast School of Technology 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 ensure that students will be awarded required subject credit toward school district graduation by demonstrating proficiency in their SST course or program that is embedded with content area competencies that meet or exceed the district subject and required course competencies. Sending District graduation competencies embedded in a SST course or program used to earn the equivalent or to earn

partial credit to satisfy the required graduation competencies shall align with the skills, knowledge, and work study practices as determined by the local school district and in accordance with the terms of this Agreement. A student who demonstrates proficiency in the embedded SST course or program competencies and who is determined to have met the content area academic standards required by the high school shall have such credits counted toward the required program area for a high school diploma.

5. 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 four (4) years, when the State Monitoring visit is done and in accordance with the RCTEA Agreement 4-year renewal deadline. The educational program shall be broad enough to reasonably serve the needs of Region #18. (RSA 188-E:5; RSA 188-E:3, II)
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.

#### Other Terms

1. 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.
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 of Education, 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 of Education.
4. Should either party have a complaint as to the operation of this Agreement, that complaint shall be stated in writing to Governing Body. If the Governing Body cannot resolve the dispute, it shall be presented to the Advisory Committee which shall jointly seek to resolve the dispute. Should resolution prove impossible, the dispute shall be referred to private mediation. Should resolution prove impossible, the dispute shall be referred to the Department of Education as 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. Any party that is dissatisfied with the decision of the Commissioner of Education in such cases may file a claim to a New Hampshire court of competent jurisdiction.
5. Every four (4) years following the date of execution, this Agreement and any amendments hereto shall be reviewed by the Receiving District, the Sending Districts, and any Sending

Districts designated subsequent to this Agreement, to determine whether it should be revised, renewed, or terminated. Pursuant to RSA 188-E:1-a, I, this Agreement must be renewed, subject to revision or termination, every four (4) years and submitted to the Commissioner of Education for review and approval. () The parties acknowledge that the Department of Education has 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.

6. This Agreement shall become effective when it is signed by the parties and submitted for review and approval by the Commissioner of Education.. Any amendments or modifications to this Agreement shall be in writing, executed by the parties involved, and approved by the Commissioner of Education.
7. This contract includes a Preamble, Definitions, and Agreement, all of which are equally binding on the parties.

**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

### 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.