

Franklin City Council
Approved 1/19/04
5.3.10

**WRITTEN PLAN FOR AUTHORIZED
REGIONAL ENROLLMENT AREA
FOR THE
FRANKLIN AND HILL
SCHOOL DISTRICTS**

WRITTEN PLAN FOR AUTHORIZED REGIONAL ENROLLMENT AREA
FOR THE
FRANKLIN AND HILL SCHOOL DISTRICTS

THIS AGREEMENT is entered into pursuant to RSA 195-A by the school district of the City of Franklin, Merrimack County, New Hampshire (hereinafter called "Franklin") and the Hill School District, Merrimack County, New Hampshire (hereinafter called "Hill").

WITNESSETH that, in consideration of the mutual agreements contained herein, Franklin and Hill hereby agree to enter an Authorized Regional Enrollment Area (AREA) Plan upon the following terms and conditions:

1. The Franklin High School and the Franklin Middle School, located in the City of Franklin, New Hampshire, shall be the AREA schools.
2. Hill shall be the sending district and Franklin shall be the receiving district. Together they shall form the region which the AREA schools shall serve.
3. Franklin High School shall provide a state-approved program, and be accredited by the New England Association of Schools and Colleges. Franklin Middle School shall provide a state-approved program and meet the quality standards of NELMS or a like recognized school assessment organization.
4. The rate of tuition per pupil to be paid by Hill to Franklin shall be determined annually, on or before November 30, in the manner specified in this section and shall be paid at the time specified in section 5. Tuition shall consist of payments for operating costs, rental and a cost adjustment factor.
 - A. The per pupil operating cost shall be based upon the appropriated operating costs of the Franklin Middle School and Franklin High School as reported by the Franklin School District on the MS 22, as amended, as school budget form and report of appropriations actually voted....

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INSTRUCTION (1000-1999)

1100-1199	Regular Programs	_____
1200-1299	Special Programs	_____
1300-1399	Vocational Programs	_____
1400-1499	Other Programs	_____
1500-1599	Non-Public Programs	
1600-1999	Adult/Continuing Education	

SUPPORT SERVICES (2000-2999)

2100-2199	Pupil Services	_____
2200-2299	Instructional Staff Services	_____
2300	General Administration	_____
2310 840	Contingency	_____
2310-2319	Other School Board	_____
2320-2399	Office of Superintendent	
2320 310	S.A.U... Management Serv.	_____
2320-2399	All Other Admin.	_____
2400-2499	School Administration Services	
2500-2599	Business	
2600-2699	Managerial Services	_____
2700-2799	Student Transportation	_____
2800-2900	Other Support Services	_____
5100	Debt Service	
5100 830	Principal	
5100 840	Interest	

Only in the event that
payments are being
made on buildings not
yet depreciating

Supplemental Appropriation

(OFFSET BY LIKE AMOUNT BY REVENUE) _____

TOTAL APPROPRIATIONS _____

...for the year preceding, the year for which the tuitions are being determined, less the agreed upon expense of special Education tuitions and transportation adjusted to exclude field trips divided by the latest average daily membership (ADM) reported to the Department of Education on the general statistics of public and non-public schools.

****EXAMPLE****

If tuition rates are being calculated for the 2003-04 school year:

- (1) The MS 22 appropriated operating cost will be for the 2002-2003 school year.
- (2) The ADM will be from the general statistics of public and non-public schools for the school year 2001-02.

Total Appropriated operating costs			
Less: Special Education Tuitions	-		
Less: Transportation	-		
Plus: Field Trips	+		
Adjusted Appropriated operating costs			
Divided by the			
Average Daily Membership	/		
Yields Projected Per Pupil Costs			

These calculations will yield the projected per pupil costs of operation for grades 7 and 8 in the Franklin Middle School and 9 through 12, respectively, in the Franklin High School for the school year to which the tuition rates apply.

B. A current cost adjustment factor consisting of:

(1) The difference (plus or minus) between the actual per pupil operating costs for the latest fiscal year available and the projected per pupil operating cost for the same year. (the Operating Cost rate 2 years prior to the year the tuition rate is to be in effect.)

****EXAMPLE****

If the rates are being calculated for the 2003-2004 school year:

(1) actual per pupil operating cost will be what had been reported on:

MS 25 ANNUAL FINANCIAL REPORT FOR THE YEAR
ENDING JUNE 30, 2002 MIDDLE/JUNIOR HIGH Page 8:

	<i>INSTRUCTION</i>	1000	
<u>MS-25 Line</u>			
1.	Regular Programs	1100	_____
2.	Special Programs	1200	_____
3.	Vocational Programs	1300	_____
4.	Other Instructional Programs	1400	_____
	<i>SUPPORTING SERVICES</i>	2000	
8.	Student Services	2100-2199	_____
9.	Instructional Staff	2200-2299	
10.	General Administration	2300-2399	
	School Board Contingency	2310-820	_____
	Other School Board	2311-2319	_____
	Office of Superintendent	2320-310	
11.	School Administration	2400-2499	_____
12.	Business	2500-2599	_____
13.	Operation/Maintenance of Plant	2600-2699	_____
14.	Student Transportation	2700-2799	_____
16.	Other Supporting Services	2900	_____

Column 7 Line 26 Total (Total of lines 1 through 25) or as may be amended by NH - DRA

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High Page 9:

	<i>INSTRUCTION</i>	1000	
1.	Regular Programs	1100	_____
2.	Special Programs	1200	_____
3.	Vocational Programs	1300	_____
4.	Other Instructional Programs	1400	_____
	<i>SUPPORTING SERVICES</i>	2000	
	<i>Pupils</i>	2100	
5.	Attendance & Social Work	2110	_____
6.	Guidance	2120	_____
7.	Health	2130	_____
8.	Psychological	2140	_____
9.	Speech Path. & Auditory	2150	_____
10.	Other Pupils	2190	_____
	<i>Instructional</i>	2200	
11.	Improvement of Instruction	2210	_____
12.	Educational Media	2220	_____
13.	Other Instructional Staff	2290	_____
	<i>General Administration</i>	2300	
14.	School Board	2310	_____
15.	Office of Superintendent	2320	
16.	Special Area Administration	2330	_____
17.	Other General Administration	2390	_____
18.	School Administration	2400	_____
	<i>Business</i>	2500	

19.	Fiscal	2520	_____
20.	Operation of Maintenance of Plant	2540	_____
21.	Pupil Transportation	2550	_____
22.	Centralized Internal Servs.	2570	_____
23.	Other Business	2590	_____
24.	Managerial	2600	_____
25.	Other Supporting Services	2900	_____

Column 7 Line 26 Total (Total of lines 1 through 25) or as may be amended by NH - DRA

(2) divided by the Average Daily Membership (ADM) for that year as reported to the New Hampshire Department of Education on the General Statistics of Public and Non-Public Schools for 2001-02.

(3) projected per pupil operating cost will be the figures used to determine the tuition rates for the same year.

Actual operating Costs (MS 25 as amended)		_____
Less: Transportation		_____
Special Education Tuitions		_____
Plus: Field trip expense	+	_____
Adjusted Operating Costs		=====
Divided by Average Daily Membership	/	_____
Yields Actual Per Pupil Costs		=====
Plus or Minus		
Projected Per Pupil Operating Costs	+ / -	_____
Yields Cost Adjustment Factor		=====

- C. Plus the rental factor based on the depreciation schedules attached for the Middle School and High School divided by the (ADM) Average Daily Membership as reported to the New Hampshire Department of Education on the General Statistics of Public and Non-Public Schools
5. Franklin shall forward to Hill a statement for tuition payments twice each school year, in October and April. The October statement shall be for 4/10 of the total amount due for that year, and the April statement shall be for the balance due. The October payment shall be made by Hill on December 15th after receipt of the statement and the April payment shall be made by Hill on June 1st after receipt of the statement. Hill shall not be responsible for tuition for any Hill students attending any private school.
- A. The annual charge for each Hill pupil shall be determined by multiplying the total per pupil charges determined under section 4 by the number of days the Hill pupil is registered in the AREA school and then dividing by 180. For any pupil enrolled only a part of the school year, the sum to be paid to Franklin shall be a proportionate part of the annual per pupil payment which the number of days of the pupil's enrollment bears to the standard school year of one hundred eighty (180) days.
 - B. The total annual tuition charge to be paid by Hill to Franklin shall be the sum of the annual charges for all Hill pupils registered based on the pupils daily membership (ADM) in the AREA school for the school year. The registration and current residence of all Hill students will be verified by the Franklin District employee who is in charge of the attendance records at the High School and the Middle School on a bimonthly basis and as any changes occur.
 - C. Special Education Tuition Cost of children who reside in Hill to attend out-of-district schools including S.A.U. 18 programs other than the Area Schools programs shall be the responsibility of Hill. In addition student specific identified special education costs and costs of related services in addition to the tuition rate will be billed to Hill for Hill students. Any disputes regarding said bills will be referred to the Chairman of the Franklin and Hill School Boards for resolution, who if necessary may appoint a special education director from another school administrative unit to settle the issue.

D. A final accounting adjustment shall be made no later than June 30 each year to correct any differences between estimates and actual expense.

6. Franklin shall receive all incentive aid paid for the operation of the AREA schools in accordance with RSA 198:19; but one half of the amount so received in any year shall be credited against the total charges for which Hill is liable in that year. Such credit shall be made on the April statement. A report shall be submitted to the Hill School Board by June 30 stating the amount of incentive aid received. Franklin, as the receiving district, shall receive all additional state building aid to be received for bond payments now being made on the AREA schools or for any future bond payments on the AREA schools. A report shall be submitted to the Hill School Board stating the amount of any additional building aid received.

7. Hill shall send all of its 7th-12th grade pupils to the AREA schools, with the exception of those children placed elsewhere by the Department of Education, a court, or others according to RSA 195-A: 4-a.

8. The date of operating responsibility shall be July 1, 2004.

9. This agreement shall not prohibit Franklin from receiving tuition pupils from other school districts nor from entering into AREA agreements with other school districts, but should any AREA agreement be entered into with another district containing lower tuition charges than in this agreement then Hill will be entitled to the same tuition charges.

If Hill pays any tuition costs with another school district for students, for higher rates than in this agreement, except in cases of State placed or court placed children, then Franklin has the right to charge Hill this higher tuition rate.

10. Annually, there shall be at least one joint board meeting of the Franklin and Hill school boards for the purpose of consulting and advising on any and all matters of joint interest. The Hill School Board shall be notified in writing of all changes in the instructional, curricular and extracurricular programs. The three members of the Hill School Board shall receive a copy of the Franklin School Board's agenda packet to accomplish this requirement. The Franklin and Hill School Boards will send each respective board member an agenda packet for each meeting as requested.

11. The same regulations shall apply to pupils from Franklin and Hill.

- 12. On the effective date of this agreement, the old AREA agreement between Hill and Franklin shall become void, except any amounts outstanding under the old agreement.
- 13. Any amendment to or withdrawal from this agreement may be made only in accordance with RSA 195-A:3 as amended.
- 14. This agreement shall take effect as specified in Section 8 and upon approval of this agreement as provided in RSA 195-A:3 as amended.

IN WITNESS WHEREOF, this agreement has been executed this _____ day of _____

, 2004.

FRANKLIN

/s/

Karen Gyzlak
Donna Dillbroth
[Signature]
M. Katharine Fuller

HILL

/s/

[Signature]

Commissioner of Education

Date