

December 2021 Version-

ARTICLES OF AGREEMENT
FOR
UPPER CONNECTICUT RIVER VALLEY INTERSTATE SCHOOL
DISTRICT
[Placeholder]

COMPRISING
SCHOOL DISTRICTS OF
CANAAN, VERMONT
COLEBROOK, NEW HAMPSHURE
COLUMBIA, NEW HAMPSHIRE, NEW HAMPSHIRE
CLARKSVILLE, NEW HAMPSHIRE
STEWARTSTOWN, NEW HAMPSHIRE
PITTSBURG, NEW HAMPSHIRE

IN ACCORDANCE WITH

NEW HAMPSHIRE - VERMONT INTERSTATE SCHOOL COMPACT

APPROVED BY
CONNECTICUT RIVER COLLABORATIVE PLANNING COMMITTEE
_____, 20__

NEW HAMPSHIRE STATE BOARD OF EDUCATION
_____, 20__
VERMONT STATE BOARD OF EDUCATION
_____, 20__

SUBMITTED TO

VOTERS IN THE SCHOOL DISTRICTS OF

CANAAN, COLEBROOK, CLARKSVILLE,

COLUMBIA, STEWARTSTOWN, and PITTSBURG

AT DISTRICT MEETINGS ON

_____, 20__

CONNECTICUT RIVER COLLABORATIVE PLANNING COMMITTEE

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ARTICLES OF AGREEMENT
AMONG
CANAAN, COLEBROOK, CLARKSVILLE,
COLUMBIA, STEWARTSTOWN, AND PITTSBURG
IN ACCORDANCE WITH
NEW HAMPSHIRE-VERMONT INTERSTATE SCHOOL COMPACT
("THE COMPACT")

- A. NAME: The name of the interstate school district shall be the Upper Connecticut River Valley Interstate School District (“Interstate School District”).[PLACEHOLDER]
- B. FORMING DISTRICTS: The forming districts which shall be combined to form the Interstate School District are: Canaan in Vermont and Colebrook, Columbia, Clarksville, Stewartstown, and Pittsburg in New Hampshire. Other school districts seeking to join the Interstate School District may petition the Commissioner or Secretary of Education in New Hampshire and Vermont in accordance with Article IX Section A(a) of the New Hampshire-Vermont Interstate School Compact. Such a petition may specify either the full K-12 range of grades to be included or a portion thereof.
- C. SCHOOL BOARD MEMBERS AND OTHER DISTRICT OFFICERS: The Interstate School District Board shall consist of eleven (11) members as follows: two (2) of whom shall be a resident of Canaan; two (2) of whom shall be a resident of Colebrook; one (1) of whom shall be a resident of Clarksville; one (1) of whom shall be a resident of Columbia; two (2) of whom shall be a resident of Stewartstown; and two (2) of whom shall be a resident of Pittsburg; and one (1) of whom shall be elected at-large.

Each of the School Board members from the above forming districts shall serve for three-year terms, except that at the time of the first election terms will be staggered, so that one member from Canaan, one member from each forming district shall be elected for three year terms, and the second members from each forming district shall be elected for two-year terms. The eleventh (11th) member of the Interstate School District Board shall be elected at-large for a one-year term. This apportionment is based upon the 2020 census distribution of population among the forming districts. If such distribution were to change in a future decennial census, the apportionment formula could be adjusted, in accordance with the 1-person-1 vote principle, through amendment to the Articles of Agreement.

At the organizational meeting of the Interstate School District, to be called by the New Hampshire and Vermont Commissioner or Secretary of Education, a moderator, clerk, treasurer, and three (3) auditors shall be elected to serve until the first Annual District Meeting. At the first Annual District Meeting, in addition to the election of school board members, a moderator, clerk, treasurer, and three (3) auditors shall be elected. The auditors shall be elected for staggered one, two, and three year terms provided that not all three auditors may be residents of the same state. Thereafter, each year the moderator, clerk, and treasurer shall be

elected for one-year terms, while the requisite number of resident school board members and an auditor shall be elected for three-year terms.

All voters shall elect the moderator, clerk, treasurer, auditors, and the at-large school board member, while the remaining members of the Interstate School District Board shall be elected by the residents of the forming districts they represent.

All members of the Interstate School District Board serve three-year terms unless that member is appointed to fill a vacancy, in which case the member appointed to fill a vacancy shall serve until the next Interstate School District election when the voters elect a replacement for the unexpired term.

Newly elected school board members and district officers shall take office immediately following the adjournment of the Annual District Meeting, but in no case later than July 1. The filing of candidacies in advance of election and the conduct of elections by ballot shall be governed in accordance with procedures set forth in Appendix A of these Articles of Agreement.

The Interstate School District Elections shall be held each year at the same time and place and in conjunction with the elections of the forming towns, and such joint elections shall be supervised by the election officials of the forming towns in coordination with the election officials of the Interstate School District. The governing bodies of the Interstate School District and the forming towns shall allocate the costs of the joint elections. The joint elections shall be coordinated so that the results of all votes, including the election results, are comingled and counted together. The election officials in the individual towns shall seal the Interstate School District ballots before such ballots are counted, and shall turn the sealed ballots over to the Moderator of the Interstate School District within 24 hours of the close of the forming town's election. The Moderator of the Interstate School District shall unseal the ballots on a town-by-town basis and tally all votes after the close of the final town election. The tallies of all votes shall not be separated by town to ensure that the results of all of the forming towns are counted together and no forming towns' votes are singled-out during the counting process.

- D. **RESPONSIBILITY FOR GRADES:** The Interstate School District shall be responsible for the education of students from Kindergarten through Grade 12. The Interstate School District Board may also choose to extend its services to pre-school students and adult students. The Interstate School District Board is further authorized to consider enrichment programs, including, but not limited to, programs extending beyond the school day and to form consortia with other schools and educationally related enterprises to provide a wider range of educational, extra-curricular, and co-curricular opportunities.
- E. **DESCRIPTION OF PROPERTIES TO BE ACQUIRED:** The properties of the Interstate School District shall consist initially of: the school buildings and sites identified on Appendix B of these Articles of Agreement. In all cases, properties identified in Appendix B include all equipment, related outdoor facilities, temporary buildings, fixtures, and supplies related to these school buildings

and sites. These properties identified in Appendix B shall be purchased by the Interstate School District from each of the forming districts upon payment of one dollar (\$1.00) to each of the forming districts. Such transfers shall take place upon the date on which the Interstate School District assumes responsibility for the education of students, except that the Interstate School Board may supervise renovation and construction of facilities upon the aforementioned school sites as of the date of the establishment of the Interstate School District.

F. APPORTIONMENT OF OPERATING EXPENSES: Net operating expenses of the Interstate School District shall be apportioned among the forming districts as follows:

- 55% Average Daily Resident Membership from the forming district for the first forty days of the proceeding school year.
- 45% Equalized Property Valuation/FMV of the taxable property in each forming town.

For the first school year where no students were enrolled in the schools of the Interstate School District during the preceding school year, net operating expenses of the Interstate School District shall be apportioned among the forming districts in the proportion that the average daily resident membership for which an individual forming district assumed the expense during the first forty school days of the preceding school year bears to the total average daily resident membership for which all forming districts assumed the expense during the first forty school days of the preceding school year.

Interstate School District “net operating expenses” are defined as total district expenditures less capital expenditures less federal aid, grants, tuition payments, and other revenue sources designated specifically for the Interstate School District less expenditures charged specifically in the Articles of Agreement to any one of the forming districts. “Average daily resident membership” of a forming district in any school year means the average enrollment of students who are residing in the district and are attending schools at district expense during the first forty school days of any school year. Wards of the state or state placed students are included within this definition, but not included within this definition are students for whom the forming district pays tuition to a private, independent, or public school for a special education program. The Interstate School District Board shall determine the schedule of payments to be made annually by the forming districts.

G. ASSUMPTION OF INDEBTEDNESS: Capital debts incurred by any forming district prior to the formation of the Interstate School District shall remain the responsibility of the individual forming district.

H. APPORTIONMENT OF CAPITAL EXPENSES: Capital expenses shall be apportioned as follows:

- 45% Average Daily Resident Membership from the forming district for the first forty days of the proceeding school year.
- 55% Equalized Property Valuation/FMV of the taxable property in each forming town.

When initial aid has been received for the benefit of a forming district and used to reduce the amount of borrowing for a capital project, that forming district's share of the capital expenses for the project shall be reduced annually so that the forming district receives the full benefit of the initial aid and the other members receive none of the benefit of the initial aid. The share of capital expenses for a capital project of a forming district for whom initial aid is received shall be calculated each year as set forth in Appendix C.

I. ALLOCATION OF STATE AID: Unless otherwise provided by law or this Agreement, state aid shall be received by the Interstate School District and be credited to the forming district generating the aid to reduce the portion of the forming district's operating and capital expenses to be raised by local taxation within the individual forming district. As stated in Article H above, any initial state aid for a capital project received by a forming district shall be used to reduce that forming district's share of the total amount of money which needs to be borrowed for completion of such project.

J. AMENDMENTS TO ARTICLES OF AGREEMENT: These Articles of Agreement may be amended by the voters of the Interstate School District, as provided by Article IX of the New Hampshire - Vermont Interstate School Compact, by the following procedure:

(1) Amendments may be proposed by either the Interstate School District Board or upon written application of at least ten (10) per cent of the voters in the Interstate School District presented to the Interstate School District Board or to one of its members at least one hundred and twenty (120) days before the date of an annual district meeting.

(2) The Interstate School District Board shall cause a notice of a public hearing concerning the adoption of the proposed amendment and shall have the text of the proposed amendment published in at least one newspaper having general circulation in the district at least ten (10) days before such hearing which in turn shall be held at least ninety (90) days before the annual district meeting.

(3) After the hearing a copy of the proposed amendment shall be submitted to each State Board for approval in the manner set forth in the Compact.

(4) If approved by each State Board, the text of the proposed amendment shall be included as an appropriate article in the warrant for the annual district meeting.

(5) The proposed amendment as printed in the warrant may not be amended further by the voters at the annual district meeting.

(6) The question of adopting the proposed amendment shall be voted by secret written Australian ballot with the use of the checklist after reasonable opportunity for debate in open meeting.

(7) An affirmative vote of 2/3 of those present and voting at the annual district meeting shall be required for adoption of the amendment.

(8) Proposed amendments to the Articles of Agreement shall be considered only at the annual district meeting.

- K. **DATE OF OPERATING RESPONSIBILITY:** The Interstate School District will become a body corporate and politic with all the powers granted to Interstate School Districts under the New Hampshire-Vermont Interstate School Compact upon approval of these Articles of Agreement by the State Boards of Education of New Hampshire and Vermont and upon a majority vote in favor of the establishment of the Interstate School District in special meetings in each forming district. The forming districts will remain responsible for the education of students until July 1, 20__, at which time the Interstate School District will assume operating responsibility. The Interstate School District shall have the power to vary these dates by vote as circumstances may require.
- L. **TRANSPORTATION OF STUDENTS:** The responsibility for and the cost of transportation of a student to and from home and school and to and from school and the area career/vocational center, and any state aid for such transportation shall accrue to the Interstate School District. The Interstate School District shall provide transportation and assume costs for any school related activities such as field trips or athletics as the School Board of the Interstate School District determines is appropriate.
- M. **DESIGNATION OF INTERIM SCHOOL BOARD:** The following eleven (11) persons are nominated as the Interim School Board for the Interstate School District. They shall be deemed to be elected upon the approval of these Articles of Agreement and the formation of the Interstate School District. Unless re-elected in accordance with provisions of these Articles of Agreement, as specified in Article C above, they shall serve only until final adjournment of the first Annual Interstate School District meeting, but in no case later than July 1, 20__.

Name:

Residence:

- N. **PROGRAM OF STUDIES, STUDENT ASSESSMENT AND MINIMUM STANDARDS:** The Interstate School District will offer the program of studies, assess student performance, and meet or exceed the minimum educational standards required by both states insofar as practicable. In those instances where it is not practicable to comply with the procedures, regulations, and administrative practices of both states in such matters, the Interstate School District will seek from the Commissioners or Secretary of Education of New Hampshire and Vermont an administrative agreement or agreements pursuant to Article XIII.G. of the Compact to resolve the conflicts between the procedures, regulations, and administrative practices of the two states.
- O. **SPECIAL EDUCATION:** New Hampshire law shall govern the provision of educational services for all students attending schools in New Hampshire, and Vermont law shall govern the provision of educational services for all students attending schools in Vermont. The cost of educating students with disabilities under the Individuals with Disabilities Education Act (IDEA) or under Section 504 of the Rehabilitation Act of 1973 and the state and federal regulations and statutes pertaining thereto who attend a school in the district for part or all of the school day shall be paid for by the Interstate School District, but each forming district shall receive the aid payable on account of its resident students. Notwithstanding the above, out-of-district educational placements shall be governed by the law and regulations of the student's resident state. The Interstate School District shall bear the remainder of the cost of such out-of-district placements. Subject to the foregoing, special education services shall be provided in accordance with such standards as are approved from time to time for the Interstate School District by the Vermont and New Hampshire State Boards of Education.
- P. **TUITION STUDENTS:** The Interstate School District may accept tuition students consistent with law on such terms as the Interstate School District Board may determine are in the best interest of the Interstate School District.
- Q. **STUDENT COUNT FOR VERMONT STUDENTS IN GRADES 11 & 12:** Any of the Vermont forming districts may choose to continue to pay tuition during the first and second school years of the Interstate School District's operation for any eleventh and twelfth grade students who wish to complete their program at the high school they are attending. For the second school year where eleventh and twelfth grade students residing in Canaan may have been attending schools outside the Interstate School District at individual forming district expense during the preceding school year, the count of those students shall not be included in the average daily resident membership of the individual forming district. For the third school year where twelfth grade students residing in Canaan may have been attending schools outside the Interstate School District at individual forming district expense during the preceding school year, the count of those students shall not be included in the average daily resident membership of the individual forming district.

- R. **TRANSITIONAL PROVISIONS REGARDING BARGAINING UNIT EMPLOYEES:** The following transitional provisions apply to the rights and obligations of the Interstate School District with respect to bargaining unit employees employed by the forming districts.
- (1) The Interstate School District, upon assuming operating responsibility, shall assume the status quo obligations as successor employer to the bargaining unit member(s) in the forming districts.
- (2) Pursuant to RSA 273-A under New Hampshire law and 16 V.S.A. Chapter 57 under Vermont law, the Interstate School District (a) acknowledges its obligation to negotiate with the association(s) elected by the employees in the Interstate School district; and (b) agrees to commence negotiations towards a successor agreement upon demand, on or before October 1, of the year before it assumes operating responsibility.
- (3) If no such demand is made or if such negotiations are not completed by the start of the first school year of operating responsibility, the Interstate School District shall maintain the status quo, as that term is interpreted by the relevant state's case law, with respect to the terms and conditions of employment for employees in the Interstate School District.
- (4) Notwithstanding the above, the Interstate School District intends to maintain the employment of the employees in the forming school districts, subject to employment decisions based on individual compliance with contract and statutory performance standards, and subject to any lay-offs or reductions in force as may be deemed necessary by the Interstate School District and as further governed by the terms of any collective bargaining agreements in place.
- (5) The Interstate School District's obligations under this Article are subject to modification if the Interstate School District Board determines that such modification is in the best interest of the Interstate School District.
- S. **PROFESSIONAL AUDIT OF FINANCIAL RECORDS:** A certified public accountant shall be employed each year by the Interstate School District Board to assist the elected Auditors in the performance of their duties.
- T. **ANNUAL MEETINGS:** Except as provided in the Compact or these Articles of Agreement, the voters of the Interstate School District shall vote on warrant articles at the District Annual Meetings as one body irrespective of the forming districts of which they are resident, and a simple majority of those present and voting shall carry the vote unless otherwise provided by law. Said meetings shall take place in New Hampshire and shall be governed by New Hampshire law.

The date of the Annual Meeting of the Interstate District shall be established at the Organization Meeting of the District. Unless otherwise voted at the Annual Meeting, the Annual Meeting shall occur annually between _____ January 15 and _____ June 1.

- U. **SCHOOL BOARD MEETINGS:** Meetings of the Interstate School Board and any subcommittees thereof shall be governed by New Hampshire law, whether held in New Hampshire or Vermont. All Interstate School Board meetings shall be conducted in accordance with applicable state law and shall follow Robert's Rules of Order as a parliamentary guideline. The Interstate School District is a "public

body” for purposes of the open meeting and access to public records laws of New Hampshire and Vermont.

- V. **ADMINISTRATIVE AND SUPERVISORY JURISDICTION:** Subject to the approval of both the New Hampshire and Vermont State Boards of Education, the School Board of the Interstate School District shall have the authority to determine how the services of Superintendent of Schools and central and administrative supportive services are provided for the Interstate School District. Nothing herein shall prevent the Interstate School District from contracting with other New Hampshire or Vermont school districts for the provision of Superintendent Services.

- W. **DURATION:** The duration of the Interstate School District is intended to be perpetual and present law provides no method to dissolve the Interstate School District. However, in the event of the dissolution of the Interstate School District, unless otherwise provided by law, all of the assets of the Interstate School District shall be transferred to the then-existing forming districts. The land, buildings and fixed equipment shall be transferred to the town or town school district in which the asset is located. Any other assets and the Interstate School District's existing debt shall be divided among the then-existing forming districts in proportion to the average daily resident membership from each district for the full school year preceding the date of dissolution.

APPENDIX A
to
Articles of Agreement of the
Upper Connecticut River Valley Interstate School District

Election Procedures

1. The election of school board members, moderator, clerk, treasurer and auditors of the Interstate School District shall take place each year on the same date and at the same location as the annual Interstate School District meeting.
2. The school board shall post a warrant for the election of school district officers prescribing the place, day and hours of the election in at least one public place in each forming district at least 20 days (not counting the date of posting and the date of election) before the date of the earliest election. In addition, the school board shall cause such special warrant to be advertised in a newspaper of general circulation in the District on at least one occasion, such publication to occur at least 10 days (not counting the day of publication and not counting the date of the election) before the date of the first election. The school board may give such further notice of the election as it deems appropriate under the circumstances.
3. The school board shall designate an office space with a mailing address to be used by the Interstate School District Clerk for the purpose of performing the duties of the clerk under these election procedures.
4. The Clerk shall designate in writing to the school board the name of one or more assistants to be generally present at the office of the Clerk. The designated assistant(s) acting under the supervision and control of the Clerk shall have the authority to perform the duties of the Clerk under these election procedures.
5. All candidates for school district officers to be elected by the voters shall file their declaration of candidacy with the Clerk.
6. Declarations of candidacy shall be filed on a form supplied by the Clerk in substantially the following form:

_____, declare that I reside in the Town of _____, and that I am a qualified voter therein; that I am a candidate (check one)

For the school board of the Upper Connecticut River Valley Interstate School District as a member for a _____ year term, and I request that my name be printed on the ballot of the Upper Connecticut River Interstate School District,

For the office of _____ (indicate whether moderator, clerk, treasurer, or auditor) and I request that my name be printed on the ballot of the Upper Connecticut River Valley Interstate School District.

7. There shall be no filing fees.

8. The filing period shall be no earlier than forty-five (45) days before and no later than 5:00 p.m. on the twenty-fifth (25th) day before the date of the first election in the Interstate School District. The number of days herein shall not include the date of filing or the date of the election.
9. Except as provided below, voter eligibility shall be determined from a check list of eligible voters prepared by the Boards of Civil Authority for the Towns of Canaan and the Supervisors of the Check List for the Towns of Colebrook, Columbia, Stewartstown, Pittsburg and Clarksville.
10. The Interstate School District Moderator shall, in coordination with local election officials, have the overall responsibility for supervising election officials, the polling places and voting procedures as to the election of the school district officers of the Interstate School District.
11. The Moderator shall appoint a sufficient and equitable number of qualified voters from each of the forming districts to serve as election officers of the Interstate School District in the polling place.
12. Such election officers shall have charge of the polling place under that supervision and control of the Moderator with respect to the election of school district officers.
13. The duties of the election officers shall be preparation of the polling place and voting equipment, opening and closing the polls, securing all ballots, maintaining order at the polls, and otherwise assuring that the election is conducted according to law, the articles of agreement and these election procedures.
14. The Clerk shall prepare the ballot and shall cause such number of ballots to be printed as the school board shall designate.
15. The ballot shall be entitled "OFFICIAL BALLOT FOR THE UPPER CONNECTICUT RIVER VALLEY INTERSTATE SCHOOL DISTRICT" followed by the date of the election and a facsimile signature of the Clerk who prepared the ballot. Immediately below, the following instruction shall be printed: "Instructions to Voters: To vote for a person whose name is printed on the ballot, mark a cross (X) in the square at the right of that person's name. To vote for a person whose name is not printed on the ballot, write the person's name on the blank line in the appropriate block and mark a cross (X) in the square at the right of that person's name,"
 16. Each office to be voted upon shall be separately indicated and preceded by the word "For." Beneath the office to be voted upon shall appear the instructions: "Vote for not more than (the number of candidates to be elected)." The names of the candidates for each office shall be listed in alphabetical order by surname followed by the candidate's town of residence. To the right of the name shall be a square at least 1/4" on each side in which the voter may indicate his/her choice by marking a crossFollowing the names of the candidates for each office, there shall be as many blank lines as there are persons to be elected to that office. To the right of each such line shall be the

words "Write-In" and a square identical to the squares which follow the candidates' names.

17. The Clerk shall store the ballots, except for ballots used as absentee voter or sample ballots, in a secure place, until the day of the election, at which time he/she shall deliver them in sufficient quantities to the Moderator for distribution to the election officials in each polling place.
18. The Clerk shall prepare sample ballots for posting and publication by marking the words "SAMPLE BALLOT" prominently at the top of the official election ballot.
19. A sample ballot shall be posted at the polling place in the Interstate School District and shall be published in a newspaper in general circulation in the Interstate School District prior to the date of the election each year.
20. A sample ballot with a certificate thereon, verified by oath, stating the time and place, when and where copies of the sample ballot were posted and published, shall be given to the Moderator at or before the date of the election and shall be recorded by the Clerk in the Interstate School District records.
21. Election officials may carry a ballot to a handicapped or elderly person in order to permit that person to mark the ballot while in a motor vehicle adjacent to the polling place.
22. The polls for voting for school district officers of the Interstate School District shall be open from at least two hours prior to the annual district meeting until one hour following the close of the meeting, but in no case later than 10:00 p.m.
23. A voter who expects to be absent on the date of the election or an authorized person in his/her behalf may apply for an absentee voter ballot not later than 12:00 Noon of the day preceding the date of the election.
24. All applications shall be filed with the Clerk. The Clerk shall retain the applications for 90 days following the election, at which time they may be destroyed.

26. The application shall be substantially in the following form:

REQUEST FOR ABSENTEE VOTER

Name of absentee voter: _____

Current Address:

Residence (if different)

If applicant is other than absentee voter:

Name of applicant:

Address of applicant:

Relationship to absent voter:

Date: _____ Signature: _____

27. If the Clerk finds an application for an absentee voter ballot to be invalid or incomplete, he/she shall immediately notify the person making the application, either personally or by mail, stating the ground on which the same is found to be invalid. The application shall not be valid until corrected and returned to the Clerk.
28. A voter who expects to be absent on the date of the election may apply in person to the Clerk for the absentee ballot and envelope rather than having them mailed. In such case, the Clerk shall furnish the absentee ballot and envelope when a valid application has been made.
29. Absentee ballots shall be the same as the official ballots to be used at the election.
30. Unless the absentee voter is furnished a ballot in the Clerk's office, the Clerk shall mail an absentee ballot to each absentee voter for whom a valid application has been filed. The absentee ballots shall be mailed forthwith upon the filing of a valid application, or upon the Clerk's receipt of the necessary ballots, whichever is later.
31. The clerk shall send or furnish with all absentee ballots and envelopes printed instructions, which may be included in the envelope, in substantially the following form:

INSTRUCTIONS FOR ABSENTEE VOTERS

1. Mark the ballot.
2. Seal it in the envelope.
3. Fill out and sign the certificate on the envelope.
4. Mail or deliver the sealed envelope containing the ballot to the District Clerk in time to arrive no later than the date upon which the polls are open.

BE SURE TO FILL OUT AND SIGN THE CERTIFICATION THIS ENVELOPE OR YOUR VOTE WILL NOT COUNT!

32. There shall be printed on the face of the envelope provided for use in returning absentee ballots a certificate in substantially the following form:

Absentee Vote Ballot of _____

(print your name)

_____ solemnly swear that I am a duly qualified voter of the Town of _____,; that I have carefully read the instructions forwarded to me with the ballot herein enclosed; and that I personally marked the within ballot and enclosed and sealed it in this envelope.

(Signature) _____

33. From the valid applications, the Clerk shall compile a list of absentee voters. The list shall include each absentee voter's name and address and such other information as the Clerk may deem necessary or advisable.
34. Upon receipt of an envelope containing the marked ballot of an absentee voter, the Clerk shall record the fact on the list of absent voters and safely keep the envelope, unopened, until the day of the election. During the hours polls are open, the Clerk shall deliver the envelope to the Moderator for distribution to the election officials in the polling place where the absentee voter would have voted if/she had voted in person.
35. A copy of the list of absentee voters shall be posted in the polling place prior to the opening of the polls and shall remain posted until the polls are closed. When envelopes containing marked ballots are received after the list is posted, that information shall be added promptly to the list.
36. Upon receipt of the absentee voter's ballots, the election officials shall examine the check list and ascertain that the absentee voter is qualified to vote, that he/she has not already voted in person and that the certificate is properly filled out. When the election officials are satisfied that these conditions have been complied with, they shall open the envelope containing the ballot, and without unfolding the ballot, shall have the proper election official place a mark on the entrance and exit checklist indicating the fact that the voter has voted by means of an absentee voter ballot, and shall deposit the ballot in the ballot box. Such absentee ballots shall be commingled with the ballots of voters who have in person, and thereafter be treated as those ballots are treated.
37. If upon examination by election officials it shall appear that the absentee voter is not legally qualified to vote, or has voted in person or that the affidavit on any envelope is insufficient, such envelope shall be marked "Defective", and the ballot inside shall not be counted and shall be returned in the unopened envelope to the Moderator,
38. Any person who in good faith has received an absentee ballot for his/her use but has not yet marked it, if he/she finds that he/she is able to vote in person, may cast the absentee ballot by returning it to the Clerk in the manner provided above, or may vote in person after returning the unmarked ballot, together with the envelope intended for its return, to the election officials at the time the voter appears to vote in person. The election officials shall make a record of its return on the list of absent voters posted at the polling place and shall return the unused absentee ballot and envelope to the Moderator, who shall treat it as a spoiled or unused ballot.
39. Absentee ballots received by the Clerk after the closing of the polls shall not be counted. Such ballots shall be retained by the Clerk unopened until the time set for the destruction of other ballots at which time the envelope shall likewise be destroyed unopened and unexamined.

40. The ballot boxes shall not be opened nor the ballots counted before the closing of the polls.
41. When the hours set for voting have expired, the election officials shall publicly announce that the polls are closed. They shall then ensure that all persons who are not election officials are prevented from entering the voting area until all ballots have been secured as provided herein.
42. The election officials, as soon as the polls are closed, shall cause both certified copies of the checklist to be examined and the number of voters checked as having voted to be tallied. Both tallies shall be recorded by the election officials. The election officials shall prepare a statement listing any discrepancies between the checklists, including the names involved and other details relating to the discrepancies. Each check list shall be identified as either the "entrance" or "exit" checklist.
43. After the closing of the polls and examination of the checklists, the election officials shall cause the unopened ballot box, the statement of any discrepancies and the list of absentee voters to be sealed and delivered to the Moderator together with any spoiled or unused ballots.
44. The ballot boxes from each of the forming districts shall not be opened nor the ballots counted before the closing of the polls.
45. After the closing of the polls, the election officials shall cause the unopened ballot boxes from each forming district, together with a statement of any discrepancies in the list of absentee voters to be sealed and delivered to the Moderator, together with any spoiled or unused ballots.
46. The moderator shall designate the place and the manner in which the votes are to be counted and designate the election officials required to count the votes
47. At such time as the packages of ballots, tally sheets and checklists from each polling place have been duly collected, sealed and delivered to the Clerk, the Moderator shall declare the results of the voting.
48. Except as provided below, all ballots, tally sheets, entrance and exit checklists and absent voters lists held by the Clerk shall be destroyed at the expiration of thirty (30) days after the election.
49. If any person for whom a vote was cast and recorded shall, before the expiration of fifteen (15) days from the close of the meeting, apply in writing to the Clerk for a recount of the ballots, the Clerk shall appoint a time for the recount not earlier than seven (7) days nor more than ten (10) days after the receipt of said application.
50. The Clerk shall issue an order of notice specifying the office for which the recount has been requested and the date, time and place of the recount, and shall order the applicant to give notice thereof by giving each of the opposing candidates, or leaving at his/her place of abode, a copy of the application and order of notice at

least five (5) days prior to the day so appointed for the recount of ballots. No other notice shall be required. The applicant for recount shall pay to the Clerk for the use of the Interstate School District a fee of Ten Dollars (\$10.00).

51. At the time and place specified in the order of notice, the Clerk shall openly and publicly break the seal of and open the packages in which the ballots of said election are kept and thereupon the ballots shall be recounted by the Clerk, the Moderator and a majority of the school board who shall constitute the Board of Recount.
52. Upon the conclusion of the recount, the Clerk shall replace the ballots into the containers from which they were removed and shall reseal the containers, marking on the seal the date when and the reasons why it was opened and examined. The Clerk shall retain the ballots until the expiration of thirty (30) days from the date of the meeting, after which they shall be destroyed unless some action is then pending which makes their further preservation necessary or unless enjoined by action of a court of competent jurisdiction.
53. If in the case of a recount of votes it shall appear that a person has been elected other than the person determined by the original count, the Board of Recount shall declare such person elected and shall, after five (5) days from such declaration, if no appeal is taken, certify such result to the Clerk. The Clerk shall record the certificate and the person so declared by the Board of Recount to have been elected shall, unless the result is changed upon appeal to the court, be the person duly elected to the office.

APPENDIX B

PROPERTIES TO BE ACQUIRED BY THE
INTERSTATE DISTRICT

(AFTER THE VOTE, THE OPTION E OR D, AS APPROVED, WILL BE INSERTED
HERE)

OPTION E - General description:

- One regional high school (Colebrook: 9-12)
- Four local middle schools (Colebrook, Canaan, Stewartstown and Pittsburg: 5-8)
- Four local elementary schools (Colebrook, Canaan, Stewartstown, Pittsburg: K-4).

<p><u>Colebrook</u> <u>Regional High</u> <u>School: 9-12</u> <u>Local Elementary</u> <u>and Middle</u></p> <p><u>High School</u></p> <ul style="list-style-type: none">• Canaan• Colebrook• Columbia• Clarksville• Stewartstown• Pittsburg <p><u>Elementary and</u> <u>Middle</u></p> <ul style="list-style-type: none">• Colebrook• Columbia	<p><u>Canaan</u> <u>Local Elementary and</u> <u>Middle</u> <u>Elementary</u></p> <ul style="list-style-type: none">• Canaan <p><u>Middle</u></p> <ul style="list-style-type: none">• Canaan
<p><u>Stewartstown</u> <u>Local Elementary and</u> <u>Middle</u> <u>Elementary</u></p> <ul style="list-style-type: none">• Stewartstown <p><u>Middle</u></p> <ul style="list-style-type: none">• Stewartstown	<p><u>Pittsburg</u> <u>Local Elementary and Middle</u></p> <p><u>Elementary</u></p> <ul style="list-style-type: none">• Pittsburg• Clarksville <p><u>Middle</u></p> <ul style="list-style-type: none">• Pittsburg• Clarksville

APPENDIX C

CALCULATION OF THE SHARE OF DEBT SERVICE OF A FORMING DISTRICT FOR WHOM INITIAL AID IS RECEIVED

The share of debt service for a capital project of a forming district for whom initial aid is received shall be calculated each year as follows:

Step 1. Multiply (a) (that forming district's percentage of total average daily membership as calculated that year for the purpose of apportionment of operating expenses) times (b) (what the total debt service would have been had no initial aid been received by any forming district) to determine (c) (the amount of the forming district's share of debt service would have been had no initial aid been received by any forming district).

Step 2. Divide (d) (the amount of initial aid received by the forming district to reduce borrowing) by (e) (what the total original debt would have been had no initial aid been received by any forming district) to produce (f) (the proportion of the total original debt covered by the initial aid received by the district).

Step 3. Multiply (b) by (f) to produce (g) (the amount of the reduction in debt service for the forming district because of the initial aid received by the district).

Step 4. Subtract (g) from (c) to produce (h) (the amount of the forming district's share of the debt service for the year).

(The amount of debt service to be paid by a forming district for whom no initial aid is received shall be that member's percentage of total average daily membership as calculated that year for the purpose of apportionment of operating expenses times (b) what total debt service would have been for the year if no initial aid had been r

APPROVED BY THE MEMBERS of the CONNECTICUT RIVER COLLABORATIVE
PLANNING COMMITTEE ON _____, 20__

- _____ Frank Sawicki, Cannaan, VT
- _____ Daniel Wade, Cannaan, VT
- _____ Laurent Giroux, Cannaan, VT
- _____ Sharon Ellingwood-White, NEK Choice School District, VT
- _____ Miles Etter, NEK Choice School District, VT
- _____ Brian LaPerle, Colebrook, NH
- _____ Sally Biron, Colebrook, NH
- _____ Don Tase, Colebrook, NH
- _____ Chris Brady, Columbia School District
- _____ Kristin Brooks, Columbia, NH
- _____ Sandra Cabrera, Columbia, NH
- _____ Michel Dionne, Clarksville, NH
- _____ Sheli Aldridge, Clarksville, NH
- _____ Lindsey Gray, Pittsburg, NH
- _____ Billie Paquette, Pittsburg, NH
- _____ David Covill, Pittsburg, NH
- _____ Phil Pariseau, Stewartstown, NH
- _____ Kyle Daley, Stewartstown, NH