



*Cooperative  
Articles of Agreement*

**ARTICLES OF AGREEMENT**  
*Between the Districts of*  
**Gorham, Randolph and Shelburne**

**Article 1: Composition and Name**

The School Districts of Gorham, Randolph and Shelburne shall be combined to form a cooperative PK-12 school district which shall be named the Gorham Randolph Shelburne Cooperative School District until such time as the name will be formally selected and adopted by the Cooperative District by vote at the Organizational Meeting.

**Article 2: Grade Levels**

The Gorham Randolph Shelburne Cooperative School District shall be responsible for grades PK through 12.

**Article 3: Date of Operating Responsibility**

The date of operating responsibility of the Gorham Randolph Shelburne Cooperative School District shall be no later than July 1, 2007.

**Article 4: School Board Composition**

The School Board of the Gorham Randolph Shelburne Cooperative School District shall consist of eleven (11) members, to be elected at the organizational meeting in the following manner:

		<u>Term Ending</u>
<b>Gorham:</b>	2 members	2006
	2 members	2007
	2 members	2008
<b>Randolph:</b>	1 member	2007
<b>Shelburne:</b>	1 member	2007
<b>At Large - Randolph Resident</b>	1 member	2006
<b>At Large - Shelburne Resident</b>	1 member	2008
<b>At Large - Gorham, Randolph or Shelburne Resident</b>	1 member	2006

Members of the Cooperative School Board shall be elected by the voters of the pre-existing districts they represent and must be residents of those pre-existing districts. The at large members shall be elected by vote of all three pre-existing districts. Voting will be by the individual town's checklist. All members elected subsequent to the organizational meeting shall be elected to three (3) year terms at the regular town elections. Reapportionment of the Cooperative School Board may be proposed at any time in accordance with NH RSA 195:22 and NH RSA 671:9, but in any case the apportionment as specified above shall be subject to review for possible amendments in 2010 and every 5 years thereafter.

**Article 5: Transfer of Real Property and Creation of School Facilities Capital Reserve Fund.**

The Gorham Randolph Shelburne Cooperative School District shall assume ownership of the following school building facilities located at: Edward Fenn Elementary School - at

169 Main Street, Gorham NH, known as Map U-6, Lot-5 on 9.8 acres and roughly 29,645 sq. ft., the Gorham Middle High School – 120 Main Street, Gorham NH, known as Map U-5, Lot-66 on 2.9 acres of land and roughly 61,321 sq. ft., 13-17 Mechanic Street, Gorham NH, known as Map U-5, Lot-71 on 16,830 sq. ft. of land and 5 Mechanic Street, Gorham NH, known as Map U-5, Lot-70 on 9,143 sq. ft. of land as provided under the provisions of NH RSA 195:9. The NH Department of Revenue, Property Appraisal Division has conducted an appraisal of said properties for a sum of \$1,655,850 for the Edward Fenn Elementary School, the sum of \$1,640,650 for the Gorham Middle High School, the sum of \$74,575 for 13-17 Mechanic Street Multi-family Property and \$57,000 for 5 Mechanic Street Multi-family Property. The Gorham Randolph Shelburne Cooperative School District has agreed to assume ownership of said properties valued at \$3,428,075. The Capital assets of the Gorham Randolph Shelburne Cooperative School District shall also include a School Facilities Capital Reserve Fund hereby created by these Articles of Agreement in the amount of \$613,220. The purpose of the fund shall be for renovation and/or construction of school facilities. Expenditures from the fund shall require a vote of the Cooperative School District Meeting. The Gorham School District will contribute the aforementioned properties to the Gorham Randolph Shelburne Cooperative School District as its equitable share (\$2,814,854) in lieu of a contribution to the School Facilities Capital Reserve Fund established by these Articles. The Shelburne School District's equitable share of the value of the School Facilities Capital Reserve Fund shall be \$375,672 which shall be paid in 20 annual installments in the amount of \$18,784 each year and shall be assessed against the pre-existing Shelburne School District and placed in the School Facilities Capital Reserve Fund created by these Articles of Agreement. This annual assessment shall be in addition to Shelburne's annual assessment for operating and capital expenses assessed under Articles 7 and 8 of the Articles of Agreement. The Randolph School District's equitable share of the value of the School Facilities Capital Reserve Fund shall be \$237,548 which shall be paid in 20 annual installments in the amount of \$11,877 each year and shall be assessed against the pre-existing Randolph School District and placed in the School Facilities Capital Reserve Fund created by these Articles of Agreement. This annual assessment shall be in addition to Randolph's annual assessment for operating and capital expenses assessed under Articles 7 and 8 of the Articles of Agreement.

#### **Article 6: Transfer of Furnishings and Equipment**

All furnishings and equipment of the pre-existing school districts shall become the property of the Gorham Randolph Shelburne Cooperative School District.

#### **Article 7: Operating Expenses**

The operating expenses of the Gorham Randolph Shelburne Cooperative School District, payable in each fiscal year, shall be apportioned ninety-five percent (95 %) of the average daily membership in residence (ADMR) of the pupils in each pre-existing school district based on the three-year average of the three most current past fiscal years as determined by the Department of Education, and five percent (5%) of the State equalized valuation of the Gorham Randolph Shelburne Cooperative School District based on the three-year

average of the three most current past fiscal years as determined by the Department of Revenue Administration.

**Article 8: Capital Expenses**

The capital expenses of the Gorham Randolph Shelburne Cooperative School District, payable in each fiscal year, shall be apportioned one hundred percent (100%) of the State equalized valuation of the Gorham Randolph Shelburne Cooperative School District based on the three-year average of the three most current past fiscal years as determined by the Department of Revenue Administration.

**Article 9: State Aid**

All aid from the State of New Hampshire to which a pre-existing district would be entitled if it were not part of the Gorham Randolph Shelburne Cooperative School District shall be credited to said pre-existing district toward its share of the total operating and capital budgets. State building aid which may be available to the Gorham Randolph Shelburne Cooperative School District shall be applied to reduce capital expenditures prior to the apportionment of costs.

**Article 10: Transfer Schedule**

A schedule of monthly payments based on the sum of the respective shares of the towns of Gorham, Randolph and Shelburne for operating expenses and capital expenses shall be established and revised as necessary by the school board of the Gorham Randolph Shelburne Cooperative School District.

**Article 11: Policies & By-Laws**

The Gorham Randolph Shelburne Cooperative School District will operate under the Policies and By-Laws of the present Gorham School District for a period of up to 24 months (two fiscal year cycles) to afford a smooth transition to policies specifically adopted by the Cooperative Board.

**Article 12: Existing Contracts**

All contracts in force at the time of the Gorham, Randolph, or Shelburne School Districts fully transitioning to become the Gorham Randolph Shelburne Cooperative School District will continue to be honored in full by the Cooperative District for the duration originally indicated on the contracts not to exceed three years. All rights, responsibilities and remedies addressed by contracts so in place will remain intact and will not change.

**Article 13: Transportation**

The Gorham Randolph Shelburne Cooperative School District shall provide pupil transportation for all students through grade 12 attending schools of the Cooperative School District as required by law (RSA 189:6-9a), and otherwise, as determined by the Cooperative School Board.

**Article 14: Community Use of Facilities**

Facilities and equipment under the control of the District may be used for civic, town, and other non-district purposes as may be determined by the policies of the Gorham Randolph Shelburne Cooperative School District.

**Article 15: Sites of Meetings**

Annual Gorham Randolph Shelburne Cooperative School District meetings will be held at the Gorham Middle High School gymnasium until such time as another facility large enough to accommodate an annual meeting exists in Gorham, Randolph or Shelburne. Monthly meetings of the Gorham Randolph Shelburne Cooperative School Board will rotate, being held at equal frequency in Gorham, Randolph or Shelburne.

**Article 16: Indebtedness**

The Gorham Randolph Shelburne Cooperative School District shall not assume any of the indebtedness of the pre-existing school districts.

**Article 17: Trust Funds**

All trust funds created by donation and held by pre-existing school districts shall be held and applied as the terms of the trust indicate. If such trust allows, the funds may be applied for the same uses and purposes for the Cooperative District.

**Article 18: Capital Reserve**

A Bus Capital Reserve Fund in the amount of up to \$150,000 for the purpose of student transportation and a Building Capital Reserve Fund in the amount of up to \$250,000 for the purpose of maintenance, renovation and construction of school facilities will be established for the Gorham Randolph Shelburne Cooperative School District at its Organizational School District Meeting using funds to be contributed as indicated: the Gorham School District shall pay up to \$260,000 into these Capital Reserve Funds on or before the Date of Operating Responsibility, said sum to be paid from the Gorham School District's previously established Capital Reserve Funds and/or trust funds previously created pursuant to RSA 198:20-c. The Shelburne School District shall pay up to \$80,000 into these Capital Reserve Funds on or before the Date of Operating Responsibility, said sum to be paid from the Shelburne School District's previously established Capital Reserve Funds and/or trust funds previously created pursuant to RSA 198:20-c. The Randolph School District shall pay up to \$60,000 into these Capital Reserve Funds on or before the Date of Operating Responsibility, said sum to be paid from the Randolph School District's previously established Capital Reserve Funds and/or trust fund previously created pursuant to RSA 198:20-c. In the event such funds are not available from any of the pre-existing district's capital reserve funds or trust funds, the prorated share shall be based on the following percentages: Gorham – 64.8969%, Randolph – 15.1658%, and Shelburne – 19.9373%. The balance of any capital reserve fund or trust fund established by a pre-existing school district and any cash balance in the hands of the treasurer of said district will be used as a credit against the cooperative district assessment to be raised by the pre-existing district for a period not to exceed five years as the voters of the pre-existing school district shall determine at the annual school district meeting or at a special school district meeting called for that purpose. The

remainder, if any, of the Gorham School District's capital reserve funds and or trust funds shall be placed in a special fund to be used to defray Gorham's share of any future capital costs as indicated by Article 8. Expenses from this fund will be authorized by a vote of the resident voters of Gorham at any Cooperative School District annual or special district meeting.

**Article 19: Grandfather Clause**

Two Randolph students attending sixth and eighth grade in SAU #36 during the school year of 2004-2005 may continue attending the schools they are presently attending and may also attend White Mountains Regional High School if they choose to do so. The Gorham Randolph Shelburne Cooperative School District will pay the tuition for students enrolled under this article, but this shall not include transportation to these schools.

**Article 20: Building Committee**

A building committee will be established to study the conditions of both schools in the Cooperative School District and bring forth a proposal at an annual School District Meeting if a solution is not already in place.

**Article 21: Physical Property**

All items purchased with Gorham Randolph Shelburne Cooperative School District funds are the property of the Gorham Randolph Shelburne Cooperative School District. In the event of the withdrawal of a pre-existing district or the dissolution of the Gorham Randolph Shelburne Cooperative School District, physical property or value thereof will be dispersed to the pre-existing districts in the same average proportion as costs were shared during the period of the withdrawing member(s) participation in the Gorham Randolph Shelburne Cooperative School District.

**Article 22: Amendment of Articles of Agreement**

These Articles of Agreement may be amended by the Gorham Randolph Shelburne Cooperative School District, consistent with the provisions of NH RSA 195:18 III,i, except that no amendment shall be effective unless the following conditions prevail:

1. No amendment to these Articles of Agreement shall be considered except at an Annual Meeting of the Gorham Randolph Shelburne Cooperative School District.
2. The text of any amendment shall be included in an appropriate article in the Warrant for said Annual Meeting.
3. A reasonable opportunity for debate in open meeting takes place.
4. Voting on any amendment is by ballot with the use of each pre-existing district's checklist.
5. A majority of the voters of each of the pre-existing districts who are present and voting shall vote in favor of adopting any amendment.

It shall be the duty of the Gorham Randolph Shelburne Cooperative School District:

1. to hold a public hearing concerning the adoption of any amendment to these Articles of Agreement at least ten (10) days before said Annual Meeting.

2. to cause notice of such hearing and the text of the proposed amendment to be published in a newspaper or newspapers having general circulation in the District at least fourteen (14) days before said hearing.

**Article 23: A Community's Right to Appeal the Articles of Agreement**

In the event that an informal appeal to the Cooperative School District Board is ineffective, any pre-existing town community may vote on a warrant at town meeting which would compel the Cooperative School District Board to form a committee to re-evaluate any of the Articles of Agreement.

**Gorham:** Donna Goodrich, Chairperson  
Leona Guay  
Michael Waddell

**Randolph:** Charles Brown  
Carol Gagnon  
Robert Leclerc

**Shelburne:** David Carlisle  
Wendy Niskanen  
Tuesday Willow

**Gorham Randolph Shelburne  
Cooperative Planning Board  
Dated:** December, 2004