

**ARTICLES OF AGREEMENT BETWEEN THE TOWNS
OF
KINGSTON AND NEWTON**

June 2, 1965

1. The School Districts of Kingston and Newton shall be combined to form a cooperative school district which shall be named Sanborn Regional School District.

- ***2. There shall be seven members of the school board of the Sanborn Regional School District. The voters of each pre-existing district shall be entitled to elect qualified voters of their district as members of the school board at the organization meeting and thereafter to elect their successors at the annual town meetings in Kingston and Newton. Each pre-existing district shall be entitled to three members. The seventh member shall be elected at large. The members of the school board who are elected and qualified at the organization meeting shall hold office until their respective successors have been elected at the annual meeting of the cooperative school district held in the years below:

Kingston	1 member	1966
	1 member	1967
	1 member	1968
Newton	1 member	1966
	1 member	1967
	1 member	1968
At Large	1 member	1966

All members of the school board shall be elected for three year terms except those members elected at the organization meeting and thereafter at the close of the annual meeting. All members of the school board shall be elected by the use of the non-partisan ballot system under RSA 59.

3. The Sanborn Regional School District shall be responsible for Grades 1-12. Elementary schools shall be maintained in Kingston and Newton.

4. The Sanborn Regional School District shall acquire all the property, including equipment, of the two pre-existing districts. The following is the property that will be acquired by the Sanborn Regional District:

Kingston – Daniel J. Bakie School

Newton – Memorial School, Village School

5. The operating expenses of the Sanborn Regional School District payable in each fiscal year shall be apportioned on the average daily membership of the pupils in approved public schools residing in each pre-existing district of the cooperative school district during the second preceding fiscal year as determined by the State Department of Education.
6. The capital expenses of the Sanborn Regional School District payable in each fiscal year shall be apportioned on the ratio of the average daily membership of the second preceding fiscal year plus the growth in average daily membership over the previous five year period in each pre-existing district as a ratio of each pre-existing district to the total.
7. A schedule of payments based on the sum of the respective shares of the pre-existing districts for operating expenses and capital expenses shall be established from time to time by the school board and the selectmen of the towns.
8. The Sanborn Regional School District shall assume all the indebtedness of the pre-existing districts which is outstanding on the date of operating responsibility.
9. The State Foundation Aid to which each pre-existing district would be entitled if it were not part of the cooperative school district, shall be credited to such pre-existing district's share of the total operating budget.

The State Building Aid which may be available to the Sanborn Regional School District shall be applied to reduce the total expenditure prior to the apportionment of costs under the provisions of Article 6.

Any other school aid which may be available to the Sanborn Regional School District shall be applied to reduce the total operating budget prior to the apportionment of costs under the provisions of Article 5, unless otherwise provided by law.

10. All trust funds held by the pre-existing districts shall be held and applied to such pre-existing districts as the terms of the trust indicate.
11. The Sanborn Regional School District shall purchase all real property of Sanborn Seminary, including the buildings, contents and grounds, exclusive of Wiggin Hall for the sum of \$100,000.
12. The Sanborn Regional School District shall make any necessary alterations to the property acquired from the Sanborn Seminary and construct and equip new facilities in the general location of the present Sanborn Seminary to provide education for Grades 7-12.

13. The Sanborn Regional School District shall provide transportation for ALL pupils Grades 1-12, to the schools within the district. Such transportation shall be consistent with and in addition to the provisions of RSA 189:6, 189:8, and 189:9.
14. The school property and buildings of the Sanborn Regional School District may be used as they are presently being utilized and for such other civic and town purposes, as determined by policies adopted by the cooperative school board.
15. The date of operating responsibility of the Sanborn Regional School District as provided in RSA 195:5, shall be July 1, 1966.
16. The Sanborn Regional School District may accept tuition students from nearby school district, the tuition to be determined yearly by the Sanborn Regional School District school board.
17. Apportionment of net worth of existing property shall be determined on the basis of equal net worth per pupil. The outstanding debt as of June 30, 1966 shall be deducted from the appraised value of the existing property as determined by the State Tax Commission. The sum of these values will determine the net worth of the cooperative. The average daily membership during the 1964-65 school year for grades 1 - 6 for each pre-existing district as a percentage of the total average daily membership of grades 1 – 6 of the two pre-existing districts shall be the basis for apportioning the net worth. The difference between apportioned net worth and actual net worth per pre-existing district shall be paid or received by each pre-existing district. The annual payment shall be five per cent (5%) of this amount for twenty (20) years.
18. When the main building of Sanborn Seminary is found no longer required for school purposes, there shall be consultation between the school board and the Trustees of the Sanborn Seminary Trust Fund regarding consideration of making the building into a museum or historical site.
19. These articles of agreement may be amended by the Sanborn Regional School District, consistent with the provisions of RSA 195:18 (III) (i), except that no amendment shall be effective, unless the question of adopting such amendment is submitted at a cooperative school district meeting to the voters of the district voting by ballot with the use of the check list after reasonable opportunity for debate in open meeting, and unless two thirds of the voters of the district who are present and voting shall vote in favor of adopting such amendment. Furthermore, no amendment to these articles shall be considered except at an annual meeting of the cooperative school district and unless the text of such amendment is included in an appropriate article in the warrant for such meeting. It shall be the duty of the school board to hold a public hearing concerning the adoption of any amendment to these articles of agreement at

least ten days before such annual meeting and to cause notice of such hearing and the text of the proposed amendment to be published in a newspaper having a general circulation in the district at least fourteen days before such hearing. Until the date of operating responsibility is assumed, the school board is empowered to call a special district meeting under the procedures outlined above for the purposes of amending the articles of agreement.

*** Amended March 25, 1972