

July 17, 2025

Angela Adams, Administrator
c/o Drew Kline, Chair
State Board of Education
101 Pleasant Street
Concord, NH 03301

RE: Articles of Agreement Amendment Certification

Dear Ms. Adams:

On behalf of the Hollis-Brookline Cooperative School District, I am submitting notification that the Hollis Brookline School Board held a Special Meeting on January 30, 2025, in accordance with its Articles of Agreement and took the following actions.

First, the legislative body voted to continue the apportionment formula set forth in Article 4 of the Articles of Agreement. After robust debate and discussion, the legislative body voted to continue the current method of apportioning expenses. Specifically, 148 of the of the 188 votes (78%) were cast in favor of maintaining the Apportionment Formula that was last changed on January 29, 2020. In accordance with RSA 195:18, III(i), January 30, 2025 is now the date that will be used to calculate the five-year period measured from when the article to continue the current formula was passed. The School District is informing the New Hampshire State Board of Education of this decision but does not requesting any formal action.

In addition, the legislative body voted to amend the Articles of Agreement to clarify the definition of capital expenses in Article 4. After robust debate and discussion, 95 of the of the 182 votes were cast in favor of the amendment. The following supporting documents are provided as evidence of amending the Articles of Agreement to clarify the definition of Capital Expenses in Article 4.

- A. Copy of the January 30, 2025 Special Meeting Warrant
- B. Certificate of Posting
- C. Evidence of Publication
- D. Minutes of the District Special Meeting, including voting results
- E. Current Articles of Agreement
- F. Proposed Articles of Agreement with amended Article 4

July 17, 2025

Page 2

The Hollis-Brookline Cooperative School District submits this information to the New Hampshire State Board of Education in accordance with its Articles of Agreement and RSA 195:18, III, seeking certification of the amendment to clarify the definition of Capital Expenses effective July 1, 2025.

Please let me know if you require any additional materials.

Sincerely,

A handwritten signature in cursive script, appearing to read "James A. O'Shaughnessy". The signature is written in black ink on a white background. The letters are fluid and connected, with a prominent flourish at the end of the last name.

James A. O'Shaughnessy

**NOTICE TO THE CITIZENS OF HOLLIS and BROOKLINE, NH
SPECIAL DISTRICT MEETING
for the**

Hollis Brookline Cooperative School District

To the inhabitants of the Hollis Brookline Cooperative School District in the Towns of Hollis and Brookline in the County of Hillsborough, State of New Hampshire qualified to vote in District Affairs.

YOU ARE HEREBY NOTIFIED TO MEET AT THE HOLLIS BROOKLINE HIGH SCHOOL GYMNASIUM IN SAID DISTRICT ON THE **THIRTIETH DAY OF JANUARY, 2025** AT SEVEN IN THE EVENING TO ACT UPON THE FOLLOWING SUBJECTS. (Snow date is the THIRTY FIRST DAY OF JANUARY, 2025.

Article 01: Amend Capital Articles of Agreement to Clarify Definition of Capital Expenses:

To see if the school district will vote to clarify the definition of capital expenses in Article 4 of the Articles of Agreement of the Hollis-Brookline Cooperative School District as follows:

Article 4:

~~The expenses related to principal and interest of bonds (current and future),~~ Capital expenses of the Hollis/Brookline Cooperative School District, payable in each fiscal year, shall be apportioned based on Average Daily Membership (ADM) and Equalized Valuation (EV) according to the table below. Capital expenses shall include the costs of acquiring land and buildings for school purposes; the construction, furnishing and equipping of school buildings and facilities; and the payment of the principal and interest of any indebtedness which is incurred to pay for the same or which is assumed by the cooperative school district, including but not limited to the principal and interest of bonds and leases under RSA 33:7-e.

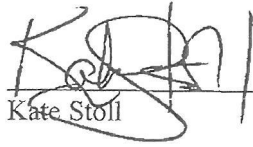
Article 02: Continue Current Method of Apportioning Expenses in the Articles of Agreement:

To see if the school district will vote to continue the current apportionment formula set forth in Article 4 of the Articles of Agreement of the Hollis-Brookline Cooperative School District.

Given under our hands and seals at said Hollis, New Hampshire on this 11th day of December, 2024.

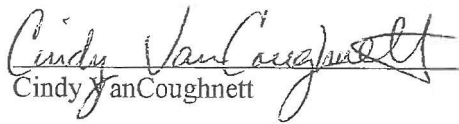
SCHOOL BOARD MEMBERS:


Holly Deurloo Babcock, Chair


Kate Stoll

Tom Solon

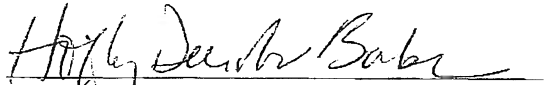

Krista Whalen



Cindy VanCoughnett


Robert Mann

Beth Williams

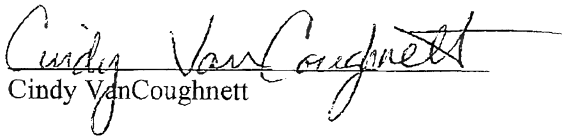
A true copy of the Warrant attests:
SCHOOL BOARD MEMBERS:



Holly Deurloo Babcock, Chair


Kate Stoll

Tom Solon


Krista Whalen


Cindy VanCoughnett


Robert Mann

Beth Williams

Certificate of Posting

I certify that on December 22, 2024, a copy of the Hollis Brookline Cooperative School District Special Meeting Warrant (attached) was published in the Telegraph and the Union Leader newspapers; and that on December 22, 2024, and January 16, 2025, I posted copies of the warrant at the place of the meeting (Hollis-Brookline High School), Hollis-Brookline Middle School, Hollis Primary School, Hollis Upper Elementary School, Richard Maghakian Memorial School, Captain Samuel Douglass Academy, SAU #41 Office, and on the SAU #41 website.



Kelly Seeley,
SAU #41 Business Administrator

Date: 1/17/25

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GENERAL EMPLOYMENT

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GENERAL EMPLOYMENT

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LEGAL NOTICE

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Merchandise Mart. A large advertisement for a merchandise mart with various items and prices.

AUCTIONS. Notice of Public Auction 272 Sheffield Road Manchester NH 03103

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RENTALS. Looking for studio or room to rent in the Midland area. Older gentleman call 603-451-0220.

RENTALS. Looking for studio or room to rent in the Midland area. Older gentleman call 603-451-0220.

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NOTICE OF PUBLIC HEARING TO THE CITIZENS OF HOLDS AND BROOKLINE, NH. Public Hearing Cooperative School District January 15, 2013

Proposed Warrant Articles for the 2015 School District. Article 01: Amend Capital Articles at Agreement to Clarify Distribution of Capital Expenses.

Article 01: Amend Capital Articles at Agreement to Clarify Distribution of Capital Expenses. To see if the school district will vote to clarify the definition of capital expenses in Article 4 of the Articles of Agreement of the Holds Brookline Cooperative School District as follows:

Article 02: Continue Current Warrant at Appropriation Expenses in the Articles of Agreement. To see if the school district will vote to continue the current appropriation formula set forth in Article 4 of the Articles of Agreement of the Holds Brookline Cooperative School District.

Article 03: Continue Current Warrant at Appropriation Expenses in the Articles of Agreement. To see if the school district will vote to continue the current appropriation formula set forth in Article 4 of the Articles of Agreement of the Holds Brookline Cooperative School District.

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HOLLIS BROOKLINE COOPERATIVE SCHOOL DISTRICT
SPECIAL MEETING
JANUARY 30, 2025
MEETING MINUTES

The January 30, 2025, Special Meeting of the Hollis Brookline Cooperative School District was conducted on Thursday, January 30, 2025, at 7:00 p.m. at the Hollis Brookline Middle School.

Moderator Brown led in the Pledge of Allegiance.

Hollis Brookline High School, Senior, Emma DiGennaro, sang the National Anthem.

Holly Deurloo Babcock, Chairperson, Hollis Brookline Cooperative (COOP) School Board, introduced members of the COOP School Board; Kate Stoll, Vice Chairperson, Krista Whalen, Cindy VanCoughnett, Beth Williams, and Rob Mann. Tom Solon was unable to attend.

Moderator Brown introduced members of the Administration in attendance; Andrew Corey, Superintendent, Gina Bergskaug, Superintendent-Elect, Lauren DiGennaro, Director of Student Services, and Kelly Seeley, Business Administrator.

Moderator Brown noted, also in attendance were district legal counsel, James O'Shaughnessy, Esq., Supervisors of the Checklist, Ballot Clerks, Assistant Moderator, counters (from each community). She thanked them for their help in preparing for and their participation in this very pure form of democracy.

The first order of business is the Meeting Rules. Those in attendance were urged to avail themselves of the printed copies of the meeting rules that were made available. The rules, which have been revised slightly from those utilized in previous year(s) were intended for this Special Meeting and the Annual Meeting. Moderator Brown remarked the main difference that will come into play at this meeting is that a motion to end debate (move the question) may only be made after waiting in line, it may not be made immediately following a speech, is not a debatable motion, is not in order if insufficient debate has been had, and requires a 2/3 vote to pass. The Moderator will rule on the appropriateness of the motion.

The Moderator proposes operating rules, which must be adopted at every meeting. Once adopted, if a resident in attendance wants to change the rules, that can occur through the passage of a motion (2/3 vote of those present). Roberts Rules are used as a guide.

Another revision in the rules is related to the motion to Postpone Indefinitely or Pass Over. This motion can be made before an article is brought to the floor. It requires a second, is debatable, and a 2/3 vote is required to pass.

Moderator Brown explained the rules and provided guidance on parliamentary procedure for various actions residents may wish to put forth for consideration.

**MOTION MADE BY DARLENE MANN TO ADOPT THE RULES FOR THIS SPECIAL MEETING
AS PROPOSED BY THE MODERATOR**

MOTION SECONDED

MOTION CARRIED

Card Vote

Joe Garruba, 28 Winchester Drive, Hollis

Questioned whether the motion to end debate is a privileged motion, which can be made from the floor or if an individual has to have reached the podium in order to make the motion.

Moderator Brown stated the motion to end debate, under the adopted rules, may only be made after you have waited in line and have the floor (reached the podium).

Article 01: Amend Capital Articles of Agreement to Clarify Definition of Capital Expenses:

To see if the school district will vote to clarify the definition of capital expenses in Article 4 of the Articles of Agreement of the Hollis-Brookline Cooperative School District as follows:

Article 4:

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**MOTION BY HOLLY DEURLOO BABCOCK TO BRING ARTICLE 1 TO THE FLOOR
MOTION SECONDED BY KATE STOLL**

James O'Shaughnessy, Esq., stated both of the articles being presented pertain to the apportionment formula. Article 1 specifically pertains to one part of the apportionment formula.

Relevant NH law is governed by RSA 195:18, III(e & (g). That is the law that requires cooperative school districts formed after a certain time (post 1963) to have Articles of Agreement (AoA), and the AoA must set forth the method for apportioning operating and capital expenses.

The current AoA is broken down into two categories; operating expenses and bonds. The law says you have to have a method for apportioning capital expenses. The current AoA has a method but only identifies principal and interest of bonds. The purpose of Article 1 is to amend the AoA so they specifically align with the statutory language to have capital expenses apportioned with a description of what capital expenses are following the exact language in the statute, RSA 1295:18, III(g).

The only part of the AoA that is being amended here is the definition of capital expenses. The actual table and formula are not being proposed for amendment.

Melinda Willis, 40 Wright Road, Hollis

Requested clarification of the language noting the way the amendment is written to state "*capital expenses shall include the costs of acquiring land and buildings for school purposes; the construction, furnishing and equipping of school buildings and facilities;*" sounds to her like it includes the furnishings and equipment put in when the building is constructed. She questioned if it means any time we decide we need new tables for the cafeteria, etc.

Attorney O'Shaughnessy responded capital is capital. It is your building, property, any time you purchase or repair your property, put a roof on the building, etc. When the Legislature adopted the law, they envisioned that you would pay for your operating and capital expenses using a different formula. You could use the same formula, but you would apportion them potentially using different methods.

The answer is that any time moving forward you have a capital expense it would be apportioned using the capital expenses formula.

He spoke of representing a lot of cooperative school districts noting that is how everyone does it, and is the language from the statute.

Asked if there is a sub-paragraph that definitely explains what capital equipment is, e.g., a particular lifespan, Attorney O'Shaughnessy responded that the statutes in our state are typically pretty limited; he believes most understand what is and is not a capital expense. He does not believe the lifespan of a particular item is applicable.

Ms. Willis remarked because of how our apportionment is done, it is very applicable. Attorney O'Shaughnessy reiterated he does not believe the lifespan is how you define whether it is or is not capital. Asked if there is a dollar definition, he replied not in the law, no.

Sue Homola, 15 Mendelssohn Drive, Hollis

Asked if what was being proposed was to move leases into the calculation that is used for bonds and was told that was the case. She questioned what the result would be of a million dollar expense in terms of the calculation of 95% Average Daily Membership (ADM) and 5% Equalized Value (EV) like is done with leases currently versus 0% ADM and 100% EV.

Superintendent Corey remarked there is one lease that, if this article were to pass, would go from a lease to bond. The total difference, from a taxpayer's point of view, is \$35,000. That would mean that Hollis would pay a penny and a half per \$100,000 (valuation) more and Brookline would pay \$0.03 less. The difference between the two formulas is \$35,000 in total. Asked what the value of the lease is, he stated it to be \$2.9 million[±].

Webb Scales, Dupaw Gould Road, Brookline

Understands the district is about to enter into some lease to purchase agreements. It is clear to him those are capital expenses as they will result in a physical asset we will own at the end of the lease. Having those leases structured as capital expenses makes very good sense.

If we have other leases where the item is returned to the leasing agent at the end of the lease, that strikes him as an operating expense as it would not result in an asset. He questioned how operable the word "lease" is in regard to this article.

Superintendent Corey responded the way he views this is if it is in the operating budget such as a recent purchase of a school van, it is an operating expense. The way he separates the wording in the article is the lease or the bond is a separate warrant article for a separate purpose. If it is in the operating budget it goes under the operations formula.

Mr. Scales remarked that the fact that it is a lease doesn't necessarily mean that it is or is not capital, it depends on which budget you put it in. Superintendent Corey stated that to be correct. He added it will be a significant cost to make the bond/lease that we are talking about tonight.

Bryan Loveland, 17 Toddy Brook Road, Hollis

Wished to state his support of the Article noting it is simply treating like expenses the same way and will give the school board the most latitude to choose a bond or lease. Were he a member of the school board he would hesitate to choose a lease if not having explicit language clarifying how it would be apportioned. By doing this we are treating a bond and a lease the same providing the board with the leeway to make the best decision.

Mike Raimondi, 62 Alsun Drive, Hollis

Asked if there were any leases planned for this or future years of greater value than the example that was provided, Superintendent Corey responded there are two proposals on this year's warrant that are part of Monday night's public hearing; a new HVAC system at the middle school and install solar on our roofs. Those are both going to be turned into bond proposals as it was learned that the current rates are much more favorable. He spoke of the process he has used in reviewing rates commenting with a lease the yearly payments remain constant whereas with a bond the first year's payment is typically 6 months of interest in year one and the full cost year two and on. He looks to avoid spikes in the tax rate from year to year. He has always segmented leases for equipment, and bonds for construction.

Kris Opalka, 105 Mooar Hill Road, Hollis

The article references RSA 33:7(e). When she looked it up she saw it to be concerning lease agreement of equipment. It does not look like what is underlined in the proposed article. She read the RSA into the record. She questioned the number of leases the district currently has, and if they would turn into bonds.

Attorney O'Shaughnessy stated the underlined language is from RSA 195:18, III (i) where it defines capital expense. The only difference between this and the definition in the statute is that this language specifically calls out lease purchase agreements pursuant to RSA 33:7(e). He put that in there because he knew the residents would want specifically stated in the language that we are going to treat those lease purchase agreements of equipment as capital expenses specifically. This is a reference to another statute; it is referencing the leases of equipment part of RSA 33.

Ms. Opalka added it has nothing to do with the acquisition of land. Attorney O'Shaughnessy responded capital expenses will include a lot more categories of things than just the acquisition of land. e.g., lease purchase agreements, all kinds of equipment.

Aaron Penkacik, 133 Dow Road, Hollis

Asked why the desire is to change the traditional definition of a capital expense. A capital expense, traditionally, is a one-time purchase or improvement to assets that provide a lasting benefit. Capital expenses are different from operating expenses.

Attorney O'Shaughnessy displayed a slide detailing the statutory definition of a capital expense, which is contained in the COOP School District Statute. He is not changing anything. The only difference in the language provided is that he added lease purchase agreements, which would have been included, but he put it in there so that it would be expressly clear that under this language they would be part of the capital expenditure formula. That was an issue of transparency. We wanted it to be clear that if passed it would include lease purchase agreements. We haven't changed any definition. The Legislature came up with this definition probably 50-60 years ago. That is the definition that is in the proposed amendment.

Mr. Penkacik remarked you have said we are not trying to change anything. If that is the case, why are we here?

Superintendent Corey stated with the AoA we are operating under we don't have the words capital lease. We just have bonds when there are two types of mechanisms; capital lease and bonds. By adding capital lease, we are clarifying for the AoA for 10-20 years in the future, those are the two types of long-term debt. When the COOP was founded leases were not popular. He is uncertain if they were even a funding mechanism then.

Mr. Penkacik remarked it sounds as though you are trying to fix a problem that doesn't exist.

Superintendent Corey stated he was trying to clarify the AoA so that it is clear. He was trying to do that because the question was brought to the school board (by citizens) and it was felt there was an obligation to clarify that.

David Parry, 3 West Hollis Road, Hollis

He is astounded that school expenses are apportioned in a way other than the number of students that are being sent by the towns that are involved. He cannot understand the genesis of this formula versus using the student population (ADM). He asked how that was established.

Superintendent Corey spoke of the study committee that was initiated by the two communities. That committee produced a formula that was brought to a meeting and approved by the voters. The second article is proposing staying with the current formula. That discussion (opportunity for change) comes up automatically every five years.

Mr. Parry asked if anyone could enlighten him on the thought process.

MOTION MADE BY BRYAN LOVELAND TO END DEBATE

MOTION SECONDED

CARRIED

Card Vote

Moderator Brown brought Article 1 to a vote

CARRIED

97-85

Article 02: Continue Current Method of Apportioning Expenses in the Articles of Agreement:

To see if the school district will vote to continue the current apportionment formula set forth in Article 4 of the Articles of Agreement of the Hollis-Brookline Cooperative School District.

MOTION BY HOLLY DEURLOO BABCOCK TO BRING ARTICLE 1 TO THE FLOOR

MOTION SECONDED BY KATE STOLL

School Board Vice Chair, Kate Stoll, explained apportionment is the formula used to determine the share of costs in the COOP School District. It is set up by a simple majority vote at either an annual COOP school district meeting or a special district meeting. We have been holding these special district meetings every five years as that is when the formula can be renewed. We have been holding these special meetings in January given the length of time the March annual meetings last.

Once a change in the apportionment formula is adopted or a vote to keep the formula, it is set for five years. Prior to a change in the law in 2021, setting the formula for the next five years required a change of some sort. With the change in the law, setting the formula for the next five years can occur by passage of a vote to continue the current formula.

The current apportionment formula was brought forward in 2015 by the Apportionment Committee. In 2013, following a request from the public, an apportionment committee was approved by the School Board. In March of 2014, a petition based article was brought to the district meeting to change the formula. At that meeting, no formula was approved. The result was that the 100% ADM remained in place. In 2014, an apportionment committee was formed consisting of 6 Brookline and 6 Hollis residents. Bi-weekly meetings were held from May to November and three public forums conducted.

The committee came forward with the recommended formula; 95% ADM, 5% EV for non-bonded costs and 100% EV for bonded costs. In October, 2014, the apportionment committee supported the new formula. They brought it forward to the school board on November 13, 2014, and November 19, 2014, the school board approved the recommendation. Then it was brought forward to a special meeting in 2015.

The components of the formula are operating costs (variable) are based 100% on ADM. 10% of the operating costs are fixed costs and not related to the number of students. That was made 50% EV and 50% ADM. Capital costs were changed to 100% EV. That was a compromise that was brought forward. One of the reasons being that the schools are located in Hollis and Hollis benefits from that. One of the issues that came up frequently during the meetings was if the COOP were to break up, Hollis has these buildings.

The reason we are asking to keep this formula is because the numbers have not changed. The ADM has remained pretty constant for the past ten years. The ADM is currently 55% Hollis and 45% Brookline. Property valuation in Hollis is about 68% and 32% in Brookline.

Five years ago, we had to change the formula in order to set it for five more years so we added \$1.

This is the formula the school board is asking to keep set for the next five years. The vote is an up or down vote.

Joe Garruba, 28 Winchester Drive, Hollis

Asked for the date the formula was last changed, and was told it was January 25, 2020.

John Fontaine, 42 Iron Works Lane, Hollis

Understands the percentage ratios have not changed in terms of ADM. He also knows both communities are experiencing housing growth. He questioned if there is an understanding of possible ratio changes based on new development. His concern is how changes in the percentages may impact taxpayers over the next five years.

Superintendent Corey stated both towns are anticipating significant growth. He does not see a radical change. During his tenure, the closest it has come was 52/48. A few years back the percentages moved by 1%, which equated to about \$200,000.

Tony Stanizzi, 201 S. Merrimack Road, Hollis

Asked for clarification of EV, and was told it's the property evaluation for each town. If you combine that number, Hollis has about 68% of that and Brookline about 32%.

Mr. Stanizzi stated he looked up the numbers and the median house sale in Hollis currently is \$615,000 whereas in Brookline it is \$628,000. Hollis is seeing about a 10.2% drop in its market values over the past year while Brookline has seen only about a 3% drop. There is a difference between market value and town assessment. Those values are getting very close between the towns when looking at an average.

Ms. Stoll noted it is the State that does the calculation for the property evaluation. They assign that number to us based on the calculations they have.

Maryanne Shanley, 7 Buttonwood Drive, Hollis

Questioned why the plus \$1 is being kept, and was told the desire was for the formula to remain constant.

Joe Garruba, 28 Winchester Drive, Hollis

Considering the fact that the EV results in higher taxes being paid by Hollis than Brookline on a per student basis there are two problems with the formula. These are reasons he suggests we don't continue this formula. Mention was made of growth. The voters of Hollis do not get to vote on zoning ordinance amendments in Brookline. That leaves us in a situation where we are paying additional taxes, and in essence we have no representation on growth management in Brookline. The schools being in Hollis is a benefit in some sense but in others it is a drawback potentially when you look at the amount of traffic in town when schools are in session. He does not believe it appropriate to tax the residents of Hollis a greater amount on a per student basis.

Ryan Osenkowski, 4 Baldwin Drive, Brookline

If the article does not pass, what happens to the apportionment on the operating expenses? Ms. Stoll stated a committee would be formed to re-evaluate and look at the apportionment formula. The current formula would remain until a voter-approved change was made. Asked when the formula would come forward for a vote, she stated it would depend on the work and timing of the committee.

Maryanne Shanley, 7 Buttonwood Drive, Hollis

Remarked you gave a synopsis of how the apportionment committee went ten years ago. She wished to make those who were not here at the time aware that it was extremely contentious. It was hours and hours and hours of research and discussion and dredging through the DOE website for statistics and information. It was an enormous undertaking; a huge amount of work. She would be cautious about jumping back into that unless we have some big upheaval like Mason buys half of Brookline or half of Hollis goes to Nashua. She would hope we could keep this and not go back into that firestorm.

Sue Homola, 15 Mendelssohn Drive, Hollis

Has heard it mentioned that Hollis benefits from having the school property. She asked if it is just the Hollis Fire Department that supports the school. Does Hollis pay for any police or resource officers?

Ms. Stoll responded that the resource officer is paid for by the COOP district as an operating expense. It is not apportioned based on EV.

Rob Zimmerman, 46 Nartoff Road, Hollis

Asked if there has been consideration as to the pending impact of workforce housing in each town in terms of resources. Has there been any consideration as to what the pending impact will be of workforce housing in each town in terms of resource draw and what the tax implications are?

Ms. Stoll stated that it has not been discussed. The EV could shift to Brookline if their property evaluation became much more than Hollis. The formula was put together based on what we know and we continue it based on what we know now.

Mr. Zimmerman commented we are more on a single-family home basis in both towns right now. If that shifted it is something that will have to be considered 5 years from now.

MOTION MADE BY BRYAN LOVELAND TO END DEBATE

MOTION SECONDED

MOTION CARRIED

Card Vote

Moderator Brown brought Article 2 to a vote

CARRIED

148-30

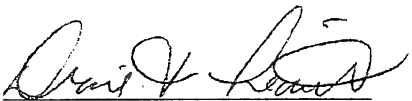
MOTION MADE BY TOM GEHAN TO DISSOLVE THE MEETING

MOTION SECONDED BY ROBERT MANN

MOTION CARRIED

Card Vote

The January 30, 2025, special meeting of the Hollis-Brookline Cooperative School District was dissolved at 8:11 p.m.



Diane Leavitt, School District Clerk

Date: 2-7-2025

ARTICLES OF AGREEMENT BETWEEN
THE DISTRICTS OF HOLLIS AND BROOKLINE*

Article 1:

The school districts of Brookline and Hollis shall combine to form a cooperative middle and high school district which shall be named the Hollis/Brookline Cooperative School District, pursuant to RSA 195.

Article 2:

The School Board of the Hollis/Brookline Cooperative School District shall consist of seven members. Effective with the election of 2021, the Board will be organized in the following manner:

<u>Town</u>	<u>Members</u>	<u>Term</u>	<u>Year Ending</u>
Brookline	1 member	3 years	2022
	1 member	3 years	2023
	1 member	3 years	2024
Hollis	2 members	3 years	2022
	1 member	3 years	2023
	1 member	3 years	2024

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. All members elected shall be elected to three year terms unless that member is filling out the unexpired term of a member who has left the board, in which case the term shall be the unexpired term.

Reapportionment of the school board may be proposed at any time in accordance with RSA's 195:22 and 671:9, but in any case the apportionment as specified above would be subject to review for possible amendment at least in March, 2023 and every three (3) years thereafter under the provisions of Article 11 of this agreement and RSA 195:18, III(i).

Article 3:

The Hollis/Brookline Cooperative School District shall be responsible for grades seven (7) through twelve (12).

Article 4:

The operating expenses, excluding principal and interest payments on bonds, of the Hollis/Brookline Cooperative School District, payable in each fiscal year, shall be apportioned based on Average Daily Membership (ADM) and Equalized Valuation (EV) according to the table below:

<u>ADM Weight</u>	<u>EV Weight</u>
95%	5%

The expenses related to principal and interest of bonds (current and future), of the Hollis/Brookline Cooperative School District, payable in each fiscal year, shall be apportioned based on Average Daily Membership (ADM) and Equalized Valuation (EV) according to the table below:

<u>ADM Weight</u>	<u>EV Weight</u>
0%	100%

After the calculations are made as set forth above, an additional amount of \$1 will be assessed to Hollis prior to apportionment.

Article 5:

The State Aid to which each pre-existing district would be entitled if it were not part of the Cooperative School District, grades seven through twelve (7-12), shall be credited to such district's share of the total operating budget.

In the event of a construction project, the State Building Aid which may be available to the Hollis/Brookline Cooperative School District shall be applied to reduce the capital expenditure prior to the apportionment of costs under the provisions of Article 5.

Article 6:

A schedule of monthly payments based on the respective shares of the towns of Brookline and Hollis for capital and operating expenses shall be established and revised as necessary by the Hollis/Brookline Cooperative School District and the appropriate town officials from Brookline and Hollis.

Article 7:

The Hollis/Brookline Cooperative School District shall provide transportation for students, as required by RSA, under terms decided by the Hollis/Brookline Cooperative Board.

Article 8:

These articles of agreement may be amended by the Hollis/Brookline Cooperative 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 after reasonable opportunity for debate in open meeting, and unless a majority 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 or a special meeting of the Cooperative School District and unless the text of such amendment is including in an appropriate article in the Warrant for such a meeting.

It shall be the duty of the Cooperative School Board to hold a public hearing concerning the adoption of any amendment to these articles of agreement at least ten (10) days before such annual or special meeting and 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 such hearing.

Article 9:

The date of operating responsibility of the Hollis/Brookline Cooperative School District shall be July 1, 1991.

Article 10:

For the 1991-92 school year exclusively, the Hollis/Brookline Cooperative School District will offer employment to all teachers under contract in grades 7-12 in the Hollis School District on April 1, 1991, who have not been non-renewed in the ordinary course of business, except that the Cooperative School District will not employ more teachers than the number of teaching positions established in the Cooperative School District.

Article 11:

PROCEDURE FOR THE IMPLEMENTATION OF A REDUCTION IN GRADE

Pursuant to RSA 195:16-a, the Hollis/Brookline Cooperative District hereby provides that a reduction in grades from 7-12 to 9-12 may be accomplished by the district in the following manner:

A. Initial Vote

The initial vote concerning the question of reduction in grades may be placed on the Warrant at any annual meeting of the district by any lawful means, which vote will determine whether the district wishes to initiate the process that will lead to a vote at the next annual or special district meeting to actually implement the reduction in grades. The Hollis/Brookline Cooperative School Board will make the decision about whether the initial vote will occur at the Annual District Meeting or a special district meeting. This initial vote will require the steps identified below to be undertaken, all of which must be complied with prior to any final vote to accomplish the reduction in grades.

B. Formation of the Grade Reduction Committee

In the event of an affirmative vote by a simple majority of those present and voting at the annual district meeting considering the initial vote, the Board of the Hollis/Brookline Cooperative School District shall organize within 30 days a study committee which shall be known as the Grade Reduction Committee, consisting of eleven (11) members, selected in the following manner:

1. The Hollis/Brookline Cooperative School District Board shall appoint two (2) active members of the Hollis/Brookline Cooperative School District, (one being a member of the Cooperative School Board from Hollis and the other being a member from Brookline); and,
2. The Hollis School Board shall appoint two (2) representatives of the Hollis School Board; and,
3. The Brookline School Board shall appoint two (2) representatives of the Brookline School Board; and,
4. The respective Boards of Selectmen from the Towns of Hollis and Brookline shall appoint one (1) representative of their respective boards; and,
5. The Hollis Budget Committee, the Brookline Finance Committee, and the Hollis/Brookline Cooperative Budget Committee shall appoint one representative of their respective boards.

C. Duties of the Grade Reduction Committee

1. Formulation and Content of Plan: The Grade Reduction Committee shall be responsible to study the process of grade reduction and formulate a plan for grade reduction that will provide for a plan relating to both financial and educational considerations which shall include the following:
 - a. An educational plan containing the manner in which the provision of educational services to the 7th and 8th grade students of the Hollis and Brookline School Districts will be carried out if the reduction in grades ultimately occurs, including, without limitation, a timetable for the implementation of the educational plan; and,
 - b. Identification of the facilities in which the provision of these services will occur; and,

- c. A financial plan containing the proposal for any distribution of assets and transfer of property that may be necessary to facilitate the provision of said educational services, including any adjustments that may be necessary to arrive at a fair and equitable distribution of assets and property jointly enhanced or acquired, including, without limitation, a timetable for the implementation of said financial plan.
2. Information Requirements: When considering the three criteria listed above, the Committee shall insure that the Plan contains, without limitation, the following minimum information:
 - a. A detailed analysis of the financial consequence of the proposed grade reduction including the comparative costs of the current middle school and the proposed costs of the said program for the pre-existing districts.
 - b. A summary of the history of capital expenditures jointly funded through apportionment by the pre-existing districts since the Cooperative School District was created relative to the Hollis Brookline Middle School. This should include identification of the impact of building aid and depreciation. Capital expenditures to date (March, 2004) are:
 - 1993 High School Renovation - \$1,135,000
 - 1999 Middle School Elevator Installation - \$85,000
 - 2003 Middle School Renovation - \$390,700Capital projects after March, 2004 (but not limited to) will be added to this analysis.
 - c. A detailed education plan for the reduced grades, (7th and 8th), which assures complete compliance with all NH DOE regulations, minimum standards requirements, and any other applicable regulatory standards that would apply to those grades.
3. Plan Submission: Once the Committee has completed a Plan containing the foregoing and prior to submitting the Plan to the NH Board of Education in accordance with reference C - (2), the Committee shall conduct a public hearing regarding the Plan which hearing shall allow for public input. Notice of such hearing shall be given in the same manner as any public hearing of the Hollis-Brookline Cooperative School Board provided, further, however that copies of the proposed Plan shall be made public and available to the public at the office of SAU 41, at least 14 days prior to said hearing. Following such public hearing, the Committee, within 72 hours, shall determine the final form of the Plan.
4. Time for Plan Preparation and Submission Process: The Plan shall be prepared and completed, with specific planning detailed by the preexisting districts to house and educate their grades K-8 children and the public hearing shall be held, within 120 days of

the date of the formation of the Committee. Upon such completion the Plan, together with changes arising from the referenced public hearing, (if any), shall be submitted to the Hollis-Brookline Cooperative School Board, for its review and approval. Following such approval, said plan shall be submitted, simultaneously, to the Hollis School Board, the Brookline School Board and the respective Boards of Selectmen of the Towns of Hollis and Brookline, the State Board of Education, the Hollis Brookline Cooperative School District Budget Committee, Hollis Budget Committee, and Brookline Finance Committee.

D. Presentation of Plan for Final Vote to Legislative Body

1. The Grade Reduction Committee shall present the completed Plan to the Hollis-Brookline Cooperative School Board which shall then prepare and present a warrant article for the approval of an annual or special district meeting seeking ratification of the Plan. While the Plan shall be considered at deliberation at said meeting, it shall not be capable of modification. The purpose of the final vote will be solely to determine whether, based on the information and particulars of the Plan as prepared, the voters of the Cooperative School District wish to proceed with the contemplated reduction in grades. Nothing herein shall prevent the meeting from returning this plan to the Grade Reduction Committee for further study, assuming that votes were not approved for adjournment or to restrict reconsideration, and that a vote to continue the meeting is approved.
2. Upon final approval by the annual or special district meeting, the grade reduction plan shall be submitted to the NH Board of Education for its approval. If the Plan as presented does not meet the approval of the NH Board of Education, the Grade Reduction Committee shall continue to work with the State Board to arrive at a suitable and agreeable plan which receives the eventual approval of the NH Board of Education.
3. If such final vote is in the affirmative, the Plan shall be implemented according to the timetables . and conditions contained therein.

E. Amendment of This Article

All portions of this Article can be amended by a simple majority except those portions developed under section C.1.c. (the finance plan), which will require a supermajority vote of 2/3 of those present and voting on such amendment.

*Formation:

Approved by the AREA School Plan Review Board on 12/14/89;

Approved by the Voters of Hollis and Brookline at a Special School District Meeting on February 12, 1990;

Certified by the State Board of Education on January 10, 1990.

Amendments:

Amendment approved at the June 30, 1992 Annual District Meeting;
Adopting Budget Committee in accordance with RSA 195:12-a.

Amendment approved at the March 1996 Annual District Meeting;
Certified by the State Board of Education on March 11, 1996.

Amendment approved at the March 6-7, 2002 Annual District Meeting;
Certified by the State Board of Education on April 17, 2002.

Amendment approved at the March 3-4, 2004 Annual District Meeting;
Certified by the State Board of Education on May 19, 2004.

Amendment approved at the March 7-8, 2007 Annual District Meeting;
Certified by the State Board of Education on May 9, 2007.

Amendment approved at the January 12, 2015 Special School District Meeting;
Certified by the State Board of Education on February 18, 2015.

Amendment approved at the January 29, 2020 Special School District Meeting;
Certified by the State Board of Education on September 15, 2020.

Amendment approved at the October 5, 2021 Annual District Meeting;
Certified by the State Board of Education on July 14, 2022.

PROPOSED

ARTICLES OF AGREEMENT BETWEEN THE DISTRICTS OF HOLLIS AND BROOKLINE*

Article 1:

The school districts of Brookline and Hollis shall combine to form a cooperative middle and high school district which shall be named the Hollis/Brookline Cooperative School District, pursuant to RSA 195.

Article 2:

The School Board of the Hollis/Brookline Cooperative School District shall consist of seven members. Effective with the election of 2021, the Board will be organized in the following manner:

<u>Town</u>	<u>Members</u>	<u>Term</u>	<u>Year Ending</u>
Brookline	1 member	3 years	2022
	1 member	3 years	2023
	1 member	3 years	2024
Hollis	2 members	3 years	2022
	1 member	3 years	2023
	1 member	3 years	2024

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. All members elected shall be elected to three year terms unless that member is filling out the unexpired term of a member who has left the board, in which case the term shall be the unexpired term.

Reapportionment of the school board may be proposed at any time in accordance with RSA's 195:22 and 671:9, but in any case the apportionment as specified above would be subject to review for possible amendment at least in March, 2023 and every three (3) years thereafter under the provisions of Article 11 of this agreement and RSA 195:18, III(i).

Article 3:

The Hollis/Brookline Cooperative School District shall be responsible for grades seven (7) through twelve (12).

PROPOSED

Article 4:

The operating expenses, excluding principal and interest payments on bonds, of the Hollis/Brookline Cooperative School District, payable in each fiscal year, shall be apportioned based on Average Daily Membership (ADM) and Equalized Valuation (EV) according to the table below:

<u>ADM Weight</u>	<u>EV Weight</u>
95%	5%

~~The expenses related to principal and interest of bonds (current and future),~~ Capital expenses of the Hollis/Brookline Cooperative School District, payable in each fiscal year, shall be apportioned based on Daily Membership (ADM) and Equalized Valuation (EV) according to the table below. **Capital expenses shall include the costs of acquiring land and buildings for school purposes; the construction, furnishing and equipping of school buildings and facilities; and the payment of the principal and interest of any indebtedness which is incurred to pay for the same or which is assumed by the cooperative school district, including but not limited to the principal and interest of bonds and leases under RSA 33:7-e.**

<u>ADM Weight</u>	<u>EV Weight</u>
0%	100%

After the calculations are made as set forth above, an additional amount of \$1 will be assessed to Hollis prior to apportionment.

Article 5:

The State Aid to which each pre-existing district would be entitled if it were not part of the Cooperative School District, grades seven through twelve (7-12), shall be credited to such district's share of the total operating budget.

In the event of a construction project, the State Building Aid which may be available to the Hollis/Brookline Cooperative School District shall be applied to reduce the capital expenditure prior to the apportionment of costs under the provisions of Article 5.

Article 6:

A schedule of monthly payments based on the respective shares of the towns of Brookline and Hollis for capital and operating expenses shall be established and revised as necessary by the Hollis/Brookline Cooperative School District and the appropriate town officials from Brookline and Hollis.

Article 7:

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The Hollis/Brookline Cooperative School District shall provide transportation for students, as required by RSA, under terms decided by the Hollis/Brookline Cooperative Board.

Article 8:

These articles of agreement may be amended by the Hollis/Brookline Cooperative 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 after reasonable opportunity for debate in open meeting, and unless a majority 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 or a special meeting of the Cooperative School District and unless the text of such amendment is including in an appropriate article in the Warrant for such a meeting.

It shall be the duty of the Cooperative School Board to hold a public hearing concerning the adoption of any amendment to these articles of agreement at least ten (10) days before such annual or special meeting and 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 such hearing.

Article 9:

The date of operating responsibility of the Hollis/Brookline Cooperative School District shall be July 1, 1991.

Article 10:

For the 1991-92 school year exclusively, the Hollis/Brookline Cooperative School District will offer employment to all teachers under contract in grades 7-12 in the Hollis School District on April 1, 1991, who have not been non-renewed in the ordinary course of business, except that the Cooperative School District will not employ more teachers than the number of teaching positions established in the Cooperative School District.

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PROPOSED

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2. The Hollis School Board shall appoint two (2) representatives of the Hollis School Board; and,
3. The Brookline School Board shall appoint two (2) representatives of the Brookline School Board; and,
4. The respective Boards of Selectmen from the Towns of Hollis and Brookline shall appoint one (1) representative of their respective boards; and,
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 - b. Identification of the facilities in which the provision of these services will occur; and,

PROPOSED

- c. A financial plan containing the proposal for any distribution of assets and transfer of property that may be necessary to facilitate the provision of said educational services, including any adjustments that may be necessary to arrive at a fair and equitable distribution of assets and property jointly enhanced or acquired, including, without limitation, a timetable for the implementation of said financial plan.
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of the formation of the Committee. Upon such completion the Plan, together with changes arising from the referenced public hearing, (if any), shall be submitted to the Hollis-Brookline Cooperative School Board, for its review and approval. Following such approval, said plan shall be submitted, simultaneously, to the Hollis School Board, the Brookline School Board and the respective Boards of Selectmen of the Towns of Hollis and Brookline, the State Board of Education, the Hollis Brookline Cooperative School District Budget Committee, Hollis Budget Committee, and Brookline Finance Committee.

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