

New Hampshire State Board of Education
Due to the COVID-19 State of Emergency, this meeting will be held via Zoom Webinar.

Advance registration is required via this link:

[Register here for the NH State Board of Education Meeting](#)

After registering, you will receive a confirmation email containing information about joining the webinar.

Thursday, January 14, 2021



AGENDA

- I. **CALL TO ORDER – 9:00 AM**
- II. **PLEDGE OF ALLEGIANCE**
- III. **PUBLIC COMMENT** ~ Please submit written commentary to Angela.Adams@doe.nh.gov to be published with the monthly meeting materials.
- IV. **LEGISLATIVE UPDATES** ~ AMANDA PHELPS, NHDOE, Administrative Rules Coordinator
 - A. Conditional Approval Response ~ Demonstrated Knowledge and Skills in High School (Ed 306.27(d))
 - B. Conditional Approval Response ~ Home Education (Ed 315)
 - C. Initial Proposal ~ Vocational Rehabilitation Programs (Ed 1000)
 - D. Adopt ~ Demonstrated Knowledge and Skills in High School (Ed 306.27(d))
 - E. Adopt ~ Home Education (Ed 315)
- V. **PRESENTATIONS/REPORTS/UPDATES**
 - A. **Proposed Amendment and Renewal of the Grantham-Lebanon-Plainfield AREA Agreement** ~ JAMES O'SHAUGHNESSY, Attorney and Superintendents, Syndey Leggett (Gratham), Joanne Roberts (Lebanon) and Corey LeClair (Plainfield)
 - B. **Addendum to the ESEA Consolidated State Plan and the Waiver for Targeted Support and Improvement (TSI) schools for 2020-2021** ~ MELISSA WHITE, NHDOE, Administrator for Academic & Assessment and NATE GREENE, NHDOE, Administrator, Bureau of Educational Opportunities
 - C. **Comprehensive Support and Improvement (CSI) School Presentations** ~ CHRISTINE BRENNAN, NHDOE, Deputy Commissioner, MIKE SCHWARTZ, President, Demonstrated Success, LLC, MARY HIL , Principal, Grinnell Elementary School (Derry), and DONNA FURLONG, Principal, Upper Elementary and JENI LALIBERTE, Principal, Lower Elementary, Hillsboro-Deering Elementary School (Hillsboro)
 - D. **New Vision for what it means to be educationally prepared to exit a New Hampshire high school** ~ FRED BRAMANTE, National Center for Competency Based Learning (NCCBL) and JERRY FREW, New Hampshire School Administrators Association (NHSAA)

- VI. **PUBLIC HEARINGS** ~ Please contact Amanda Phelps at Amanda.Phelps@doe.nh.gov or by calling (603) 931-9133 for testimony options.
- A. **10:00-10:30 AM** ~ School Lease Aid and Charter School Lease Aid (Ed 322 & Ed 323)
- B. **10:30-11:00 AM** ~ Chartered Public Schools (Ed 318)
- VII. **COUNCIL FOR TEACHER EDUCATION (CTE)** ~ LAURA STONEKING, NHDOE, Administrator, Bureau of Educator Preparation and Higher Education
- A. **Plymouth State University(PSU) Substantive Change Request ~ Degree Level Change for Ed 614.06 School Psychology** ~ BRIAN WALKER, PSU, Interim Director of the Holmes Center for School Partnerships and Ed Prep
- VIII. **LEARN EVERYWHERE APPLICATIONS** ~ NATE GREENE, NHDOE, Administrator, Bureau of Educational Opportunities
- A. **Signum University** ~ COREY OLSEN, President
- IX. **COMMISSIONER'S UPDATE**
- A. **Commissioner's Consultation with the State Board of Education per RSA 21-N:3, II**
- X. **OPEN BOARD DISCUSSIONS**
- XI. **OLD BUSINESS**
- XII. **CONSENT AGENDA**
- A. **Meeting Minutes of December 10, 2020**
- XIII. **NONPUBLIC SESSION**
- XIV. **ADJOURNMENT** – 2:00 PM



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
TEL. (603) 271-3495
FAX (603) 271-1953

EXECUTIVE SUMMARY

Conditional Approval Response: Amend Ed 306.27(d), Demonstrated Knowledge and Skills

Submitted to the State Board of Education, January 14, 2021:

A. ACTION NEEDED

A vote is needed by the State Board to approve the conditional approval response for the amended Ed 306.27(d), Demonstrated Knowledge and Skills.

B. RATIONALE FOR ACTION

The final proposal for these rules received substantive comments from the attorney at the Office of Legislative Services (OLS) which were addressed in a conditional approval request to the Joint Legislative Committee on Administrative Rules (JLCAR) pursuant to RSA 541-A:13. Amendments to the Board's approved final proposal are annotated for review in the conditional approval response. Attached are the following documents:

1. Final Proposal with OLS comments;
2. Conditional Approval Request with OLS comments; and
3. Conditional Approval Response (needs a vote by the Board)

C. EFFECTS OF THIS ACTION

If the Board approves the conditional approval response, the response will be submitted electronically and reviewed by JLCAR staff to verify that the rule is amended in accordance with the conditional approval. Upon receipt of electronic approval from JLCAR staff, the Board may then adopt the rule as amended.

D. POSSIBLE MOTION

I move that the State Board of Education approve the conditional approval response for the amendment to Ed 306.27(d), Demonstrated Knowledge and Skills.

APPENDIX II-G

COVER SHEET FOR FINAL PROPOSAL

Notice Number 2020-83 Rule Number Ed 306.27(d)

<p>1. Agency Name & Address: State Board of Education c/o Department of Education 101 Pleasant Street Concord, NH 03301</p>	<p>2. RSA Authority: <u>RSA 21-N:9, I(a)</u> 3. Federal Authority: _____ 4. Type of Action: <input type="checkbox"/> Adopt <input checked="" type="checkbox"/> Amendment <input type="checkbox"/> Repeal <input type="checkbox"/> Readoption <input type="checkbox"/> Readoption w/amendment</p>
--	--

5. Short Title: **Demonstrated Knowledge and Skills in High School**

6. Contact person for copies and questions:

Name: **Amanda Phelps** Title: **Administrative Rules Coordinator**
 Address: **Department of Education** Phone #: **(603) 271-2718**
101 Pleasant Street
Concord, NH 03301

7. Yes No Agency requests review by Committee legal staff in the Office of Legislative Services and delayed Committee review pursuant to RSA 541-A:12, I-a.

8. The rulemaking notice appeared in the Rulemaking Register on **September 17, 2020**.

SEE THE INSTRUCTIONS--PLEASE SUBMIT ONE COPY OF THIS COVER SHEET AND ONE COPY OF THE FOLLOWING: (optional to number correspondingly)

9. The "Final Proposal-Fixed Text," including the cross-reference table required by RSA 541-A:3-a, II as an appendix.

10. Yes N/A Incorporation by Reference Statement(s) because this rule incorporates a document or Internet content by reference for which an Incorporation by Reference Statement is required pursuant to RSA 541-A:12, III.

11. Yes N/A The "Final Proposal-Annotated Text," indicating how the proposed rule was changed because the text of the rule changed from the Initial Proposal pursuant to RSA 541-A:12, II(d).

12. Yes N/A The amended fiscal impact statement because the change to the text of the Initial Proposal affects the original fiscal impact statement (FIS) pursuant to RSA 541-A:5, VI.

Notice Number 2020-83

Rule Number Ed 306.27(d)

1. Agency Name & Address:

**State Board of Education
c/o Department of Education
101 Pleasant Street
Concord, NH 03301**

2. RSA Authority: RSA 21-N:9, I(a)

3. Federal Authority: _____

4. Type of Action:

Adoption _____

Amendment x

Repeal _____

Readoption _____

Readoption w/amendment _____

5. Short Title: **Demonstrated Knowledge and Skills in High School**

6. (a) Summary of what the rule says and of any proposed amendments:

Ed 306 specifies the minimum standards for public school approval, and Ed 306.27 specifies requirements for the high school curriculum, credits, graduation requirements, and the cocurricular program. Ed 306.27(d) is being proposed for amendment to allow credits to be awarded to students who meet competencies for a specific course of study through a placement pre-test given by the student’s school or through the Department of Education.

6. (b) Brief description of the groups affected:

School districts, the Department, and students are affected by these rules.

6. (c) Specific section or sections of state statute or federal statute or regulation which the rule is intended to implement:

Rule	State or Federal Statute or Federal Regulation Implemented
Ed 306.27(d)	RSA 21-N:9, I(a)

7. Contact person for copies and questions including requests to accommodate persons with disabilities:

Name: **Amanda Phelps**

Title: **Administrative Rules
Coordinator**

Address: **Department of Education
101 Pleasant Street
Concord, NH 03301**

Phone #: **(603) 271-2718**

Fax#: **(603) 271-1953**

E-mail: **Amanda.phelps@doe.nh.gov**

TTY/TDD Access: Relay NH 1-800-735-2964
or dial 711 (in NH)

8. Deadline for submission of materials in writing or, if practicable for the agency, in the electronic format specified: **October 15, 2020**

Fax

E-mail

Other format (specify):

9. Public hearing scheduled for:

Date and Time: **October 8, 2020 at 10:30 a.m.**

Place: **See Below**

In-Person: 101 Pleasant Street, Concord, NH 03301 Room 100f

Members of the public wishing to testify on the bill must complete the following steps:

- 1. Email amanda.phelps@doe.nh.gov ;**
- 2. In the subject line type the following “WISHING TO TESTIFY IN PERSON ON Ed 306.27(d)”;** and
- 3. In the body of the email type the following: Your name, the organization you may be representing, your town of residence, and your phone number.**

***If you have written comment in addition to oral testimony, please submit it in the email as a word or pdf attachment when requesting to testify, at the time of your testimony, or prior to the deadline in #8 above.**

Telephonic: (800) 356-8278 Pin: 125563 State name and affiliation when prompted

Members of the public wishing to testify over the phone must complete the following steps:

- 1. Email amanda.phelps@doe.nh.gov ;**
- 2. In the subject line type the following “WISHING TO TESTIFY OVER THE PHONE ON Ed 306.27(d)”;** and
- 3. In the body of the email type the following: Your name, the organization you may be representing, your town of residence, and your phone number.**

***If you have written comment in addition to oral testimony, please submit it in the email as a word or pdf attachment when requesting to testify, at the time of your testimony, or prior to the deadline in #8 above.**

Written Testimony

Members of the public wishing only to submit written testimony must complete the following steps:

- 1. Email amanda.phelps@doe.nh.gov ;**
- 2. In the subject line type the following “SUBMITTING TESTIMONY ON Ed 306.27(d)”;** and
- 3. In the body of the email type the following: Your name, the organization you may be representing, your town of residence, and your phone number.**

***If any member of the public has any issue with access to the meeting, please email or call Amanda Phelps at the contact information referenced in item #7 above.**

10. Fiscal Impact Statement (Prepared by Legislative Budget Assistant)

FIS # 20:078 , dated 9/10/20

1. Comparison of the costs of the proposed rule(s) to the existing rule(s):

When compared to the existing rules, the proposed rule may increase costs to Department of Education by an indeterminable amount.

2. **Cite the Federal mandate. Identify the impact on state funds:**

No federal mandate, no impact on state funds.

3. **Cost and benefits of the proposed rule(s):**

The Department states it will incur a cost for developing or contracting for the development of placement pre-tests. The cost is dependent upon what placement pre-tests need to be developed which cannot be determined at this time, however the Department states it will utilize current staff to the best of its ability to reduce the cost.

A. **To State general or State special funds:**

See 3 above. No impact on State special funds.

B. **To State citizens and political subdivisions:**

None.

C. **To independently owned businesses:**

None.

11. Statement Relative to Part I, Article 28-a of the N.H. Constitution:

Relative to Part I, Article 28-a of the NH Constitution, there are no added costs for this proposed rule to the state or to political subdivisions. School districts will not be required to create new placement pre-tests and the Department will use existing staff and resources when necessary. Therefore, there is no violation of Part I, Article 28-a.

Legis. Intent. The Appendix to the Final Proposal pursuant to RSA 541-A:12, VII. has not been filed.

Legis. Intent. Please file both a fixed text and annotated versions when filing an FP. This seems to be only the annotated version. See RSA 541-A:12, II(b) & (d).

2, 2020 Page 1

Amend Ed 306.27, effective 3-27-14 (Document #10556), as amended effective 8-9-19 (Document #12845), by amending (d), cited and to read as follows:

Ed 306.27 High School Curriculum, Credits, Graduation Requirements, and Cocurricular Program.

(d) Each high school shall offer maximum student opportunities, in and out of the classroom, while at the same time specifying a basic number of courses that each high school shall offer. If a student demonstrates knowledge and skills on ~~an placement pre-test developed~~ **assessment approved** by the local school district for a particular course, or ~~an placement pre-test~~ **assessment approved** by the department if the local school district has not ~~developed a placement pre-test~~ **approved an assessment**, the student shall receive acknowledgement of achievement of the district competencies contained within the course, shall be awarded course credit, and shall be ~~allowed~~ **eligible** to take ~~another course more advanced level of the subject or an elective.~~

Unclear. Unclear how this assessment is approved, i.e., whether the Department develops it internally or whether the Department is simply distributing a national standardized pre-test assessment it has approved, or whether there is a procedure and criteria for the school district (1) to provide information to the Department so the Department may develop an assessment, especially if the course to be tested is unique to the district, or (2) to obtain approval from the Department of a placement pre-test suggested or proposed by the school district.

Note to JLCAR on Legis. Intent: The rulemaking hearing was scheduled for 10/8/2020 as an in-person public hearing with a telephonic option and included an option for the public to submit written testimony only. The Governor's E.O. #12 amends RSA 91-A to allow for remote hearings but did not amend RSA 541-A:11 which seems to presume in-person hearings with an allowance for postponement in the case of inclement weather, RSA 541-A:11, IV(a), and the ability to move the physical location of the public hearing, RSA 541-A:11, V. The Board's administrative rules in Ed 214 also appear to presume in-person hearings such as describing media access to the physical room in which the hearing is held. The JLCAR may wish to ask the Board how the public hearing proceeded, since RSA 541-A:11, I(a) requires that an agency "shall afford all interested persons reasonable opportunity to testify...in accordance with the terms of the notice." A legislative fix may be needed in RSA 541-A:11, along with changes to all Ch. 200 rules to affirmatively address remote public hearings as the language in the statute.

Legis. Intent. The Appendix to the Final Proposal and to this CA request pursuant to RSA 541-A:12, VII. has not been filed.

Edit. Paragraph (e) should start here as it introduces the subparagraphs. See edits below.

Amend Ed 306.27, effective 3-27-14 (Document #10556), as amended effective 8-9-19 (Document #12845), by amending (d), inserting a new (e), and renumbering the subsequent letters so that (e) becomes (f) and so on, cited and to read as follows:

Edit. “by amending (d) as (d) and (e), inserting a new (f).”

Ed 306.27 High School Curriculum, Credits, Graduation Requirements, and Cocurricular Program.

(d) Each high school shall offer maximum student opportunities, in and out of the classroom, while at the same time specifying a basic number of courses that each high school shall offer. **A student shall receive acknowledgement of achievement of the competencies contained within the course, shall be awarded course credit, and shall be eligible to take another course when the following is met:**

Edit. “(g).”

(1) ~~If a~~**The** student demonstrates knowledge and skills on an assessment approved by the local school district for a particular course;; or

(2) ~~The student demonstrates knowledge and skills on an assessment approved by the department if the local school district has not developed an assessment, the student shall receive acknowledgement of achievement of the competencies contained within the course, shall be awarded course credit, and shall be eligible to take another course.~~

(e) Department approved assessments shall include assessments that measure achievement of the competencies contained within the course.

Note to JLCAR. The Department approved assessment in (e) is either a national standardized assessment or one the Department develops itself. See the Department’s explanation in the attachment. The method the Department uses to develop its own assessment is arguably an internal matter and therefore not a rule defined in RSA 541-A:1, XV.

Note to JLCAR on Legis. Intent: The rulemaking hearing was scheduled for 10/8/2020 as an in-person public hearing with a telephonic option and included an option for the public to submit written testimony only. The Governor’s E.O. #12 amends RSA 91-A to allow for remote hearings but did not amend RSA 541-A:11 which seems to presume in-person hearings with an allowance for postponement in the case of inclement weather, RSA 541-A:11, IV(a), and the ability to move the physical location of the public hearing, RSA 541-A:11, V. The Board’s administrative rules in Ed 214 also appear to presume in-person hearings such as describing media access to the physical room in which the hearing is held. RSA 541-A:11, I(a) requires that an agency “shall afford all interested persons reasonable opportunity to testify...in accordance with the terms of the notice.” A legislative fix may be needed in RSA 541-A:11, along with changes to all Ch. 200 rules to affirmatively address remote public hearings as the language in the statute. The Department reports that no one attended the public hearing or requested to testify in-person or telephonically. See attachments.

Amend Ed 306.27, effective 3-27-14 (Document #10556), as amended effective 8-9-19 (Document #12845), by amending (d), inserting a new (e), and renumbering the subsequent letters so that (e) becomes (f) and so on, cited and to read as follows:

Ed 306.27 High School Curriculum, Credits, Graduation Requirements, and Cocurricular Program.

(d) Each high school shall offer maximum student opportunities, in and out of the classroom, while at the same time specifying a basic number of courses that each high school shall offer. ***A student shall receive acknowledgement of achievement of the competencies contained within the course, shall be awarded course credit, and shall be eligible to take another course when the following is met:***

(1) ~~If a~~***The*** student demonstrates knowledge and skills on an assessment approved by the local school district for a particular course; or

(2) ***The student demonstrates knowledge and skills on an assessment*** approved by the department if the local school district has not ***developed an assessment***, ~~the student shall receive acknowledgement of achievement of the competencies contained within the course, shall be awarded course credit, and shall be eligible to take another course.~~

(e) Department approved assessments shall include assessments that measure achievement of the competencies contained within the course.

Appendix I

Rule	State or Federal Statute or Federal Regulation Implemented
Ed 306.27	RSA 189:1-a; RSA 194:23



Kate Cassidy
Littleton

Ann Lane
Dover

Phil Nazzaro
Newmarket

Drew Cline, Chairman
Bedford

Helen G. Honorow
Nashua

Cindy C. Chagnon
Bedford

Celina Griffin
Gilford

STATE OF NEW HAMPSHIRE
STATE BOARD OF EDUCATION
101 Pleasant Street
Concord, NH 03301
TEL. (603) 271-3144
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EXECUTIVE SUMMARY
Conditional Approval Response: Ed 315 – Home Education
Expire: 3-27-2024

Submitted to the State Board of Education, January 14, 2021:

A. ACTION NEEDED

A vote is needed by the State Board of Education to approve the conditional approval response for Ed 315, Home Education.

B. RATIONALE FOR ACTION

The final proposal for these rules received substantive comments from the attorney at the Office of Legislative Services (OLS) which were addressed in a conditional approval request to the Joint Legislative Committee on Administrative Rules (JLCAR) pursuant to RSA 541-A:13. Amendments to the Board's approved final proposal are annotated for review in the conditional approval response. Attached are the following documents:

1. Initial Proposal with OLS comments (same as FP comments);
2. Conditional Approval Request with OLS comments; and
3. Conditional Approval Response (needs a vote by the Board)

C. EFFECTS OF THIS ACTION

If the Board approves the conditional approval response, the response will be submitted electronically and reviewed by JLCAR staff to verify that the rule is amended in accordance with the conditional approval. Upon receipt of electronic approval from JLCAR staff, the Board may then adopt the rule as amended.

D. POSSIBLE MOTION

I move that the State Board of Education approve the conditional approval response for Ed 315, Home Education.

Edit: Say "this part" or "Ed 315."

Readopt with amendment Ed 315, effective 3-27-14 (Document #10557), to read as follows:

PART Ed 315 PROCEDURES FOR THE OPERATION OF HOME EDUCATION PROGRAMS

Ed 315.01 Statement of Purpose. The purpose of these rules is to provide standards applicable to home education programs: *a process for uniform application of the requirements of RSA 193-A*. These rules take into account the fact that home education is an alternative to attendance at a public or private school and is an individualized form of instruction in accordance with chapter 279:2, laws of 1990.

Ed 315.02 Definitions. *In addition to the words defined in RSA 193-A:1, the following words shall have the meanings indicated when used in Part Ed 315:*

Edit. Delete "Part".

(a) "Certificate of completion" means a letter document signed by the parent of a home schooled educated child as defined below in Ed 315.02(b) certifying that meets the requirements of 193:1,I (f)(2) the child has achieved the equivalent of a high school diploma by completing a home education program;

(b) "Child" means "child" as defined in RSA 193 A:1,I.

(c) "Commissioner" means the commissioner of the New Hampshire department of education;

(d) "Composite results," means one score that is provided by the publisher of the standardized test, or the average of all such scores that have been provided by the publisher of the standardized test;

(e) "Department" means the New Hampshire department of education;

(f) "Educational progress" means growth in learning commensurate with age and ability within the child's individual home education program chosen by the parent;

(g) "Nonpublic school" means "nonpublic school" as defined in RSA 193 A:1, II.

(h) "Parent" means "parent" as defined in RSA 193 A:1, III.

(i) "Participating agency" means the resident district superintendent, the commissioner, or a participating nonpublic school principal;

(j) "Resident district" means "resident district" as defined in RSA 193 A:1, IV.

(k) "Teacher" means a person who holds N.H. certification teaching credential issued by the New Hampshire state board of education, is certified licensed in another state which is a party to the interstate contract, or is currently teaching in a nonpublic school.

Edit: "a"

Ed 315.03 Eligibility and Program Schedule.

(a) A parent shall be eligible under these rules to establish a home education program for a child, at least 6 and under 18 years of age including those defined under RSA 186-C:2, I, and I-a.

(b) Pursuant to RSA 193:1, I(b), home education shall be an alternative to compulsory attendance at a public school. Dates and hours of instruction shall not be required to coincide with the resident district calendar. The academic term of a home education program shall not be required to coincide with the resident district academic year.

Ed 315.054 ~~Duties of Participating Agencies~~ ***Participating Agencies: Duties and Authority.***

~~Resident district superintendents or nonpublic school principals as participating agencies shall maintain a list of all home education programs for which they have received notification. This list shall contain the name, date of birth and address of each child for whom a home education program is established. On October 1 of each year, the participating agency shall notify the commissioner of the number of children for whom programs were established.~~

(a) A parent shall select, as a participating agency for home education program notification and support, one of the following:

- (1) The commissioner;*
- (2) The resident district superintendent; or*
- (3) The head of a nonpublic school.*

Unclear: Notify whom? Ed 315.05 and Ed 315.06 do not address notification when selecting a new participating agency but instead for other purposes.

(b) A parent may select a new participating agency at any time. If a parent selects a new participating agency the parent shall notify in accordance with Ed 315.05 and Ed 315.06.

(c) Pursuant to RSA 193-A:4, II, the selected participating agency shall work with parents upon request in meeting the requirements of RSA 193-A:4, I.

(d) A participating nonpublic school must agree to administer the provisions of RSA 193-A and Ed 315, is not required to be in the resident district, and may require a fee for any request for assistance by the parent.

Unclear: Write requirements using "shall", not "must", and "shall not be required". not "is not required to be".

(e) No fee shall be required when a test utilized in the resident district is administered to the student by the resident district.

(f) A resident district acting as the participating agency may charge fees for any mutually agreed upon alternative used to satisfy the requirements of RSA 193-A or Ed 315, including, but not limited to, portfolio review.

(g) Pursuant to RSA 193-A:11, the commissioner or resident district acting as the participating agency shall not propose, adopt, or enforce any policy or procedure governing home educated pupils that is inconsistent with or more restrictive than the provisions of RSA 193-A, RSA 193:1-c, or the rules of Chapter Ed 315.

Edit: Delete. (It's unnecessary and Ed 315 is a Part, not a Chapter.)

(h) On October 1 of each year, the participating agency shall notify the commissioner of the number of children for whom programs were established since the previous report.

Ed 315.045 Notification Requirements.

Edit: "shall be required"

(a) Notification of a home education program pursuant to RSA 193-A:5 is required for a parent to comply with the compulsory attendance requirements of RSA 193:1.

(b) The parent of a student currently enrolled in a public school shall advise the resident district superintendent of the child's withdrawal from attendance in public school on or before the date the home education program shall begin.

Edit: "shall be"

(ac) A parent ~~commencing a home education program~~ shall notify the *selected* participating agency *in writing* of such within 5 business days of commencing ~~the a home education program~~. *Only the information enumerated in RSA 193-A:5, II is required in the notice. The parent shall provide contact information and update the notification information as necessary.*

(b) ~~Only the information below shall be required in the notification:~~

- ~~(1) The date on which the program will begin or has begun;~~
- ~~(2) The name and full address, including street and town, of the child;~~
- ~~(3) The child's date of birth;~~
- ~~(4) The name and address of the parent(s); and~~
- ~~(5) A phone number at which the parent(s) may be reached during normal business hours.~~

(c) ~~A participating agency or school district shall not require information in addition to the information required under (b) above.~~

(d) ~~If the parent intends to use the state or local assessment provided by the resident district, the parent shall inform the resident district of his or her intent to do so as soon as practicable to provide the district adequate time to prepare and obtain the materials.~~

(e) ~~The parent of a child currently enrolled in a public school in the resident district shall advise the resident district superintendent of the child's withdrawal from attendance in public school on or before the date the home education program shall begin and shall follow all notification procedures set forth in this section.~~

(f) ~~A resident district superintendent or commissioner or non-public school shall assist the parent making notification in complying with RSA 193-A:5. No fee shall be collected for this service by the resident district superintendent or by the commissioner. Participation in home education programs shall be optional for nonpublic schools which may charge a fee for this service.~~

(gd) *Within 14 days of receipt of the notification, A resident district superintendent or commissioner or non-public school a participating agency after receipt of the notification filed, shall review the notification for compliance with Ed 315.04(a) and (b) and take the following action **acknowledge receipt of the notification in accordance with the contact information provided by the parent, along with a request for any information required by RSA 193-A:5, II that was not included in the original notice.***

(1) ~~If the notification complies with Ed 315.04(a) and (b), send a letter acknowledging the establishment of the home education program within 14 calendar days of receipt of such notification; or~~

(2) ~~If any of the requirements of Ed 315.04(a) and (b) are not met by the notification, return by certified mail with return receipt the notification to the parent within 10 business days of receipt of the notification along with a letter describing the information required to comply with Ed 315.04(a) and (b).~~

~~(he)~~ The parent shall have 10 calendar days from receipt of the returned letter to send an amended notification to the resident district superintendent, commissioner, or nonpublic school principal.

~~(i)~~ If an amended notification meets the requirements of Ed 315.04(a) and (b) the resident district superintendent, commissioner, or nonpublic school principal shall send a letter within 10 business days of receipt of the amended notification acknowledging that the notification now meets the requirements of RSA 193-A:5, II.

~~(j)~~ If the amended notification does not meet the requirements of RSA 193-A:5, II, shall notify the parent or parents in writing within 10 business days of receipt of the documents from the resident district superintendent or non-public school principal that the parent or parents may request a grievance conference with a grievance committee of the home education advisory council under the provisions of Ed 315.12.

Ed 315.06 Notification – Termination of a Home Education Program.

~~(k)~~ A home education program established in accordance with this section shall remain in effect unless terminated in accordance with (m) below. If a program is transferred because of a change in resident district for the child or by choice of the parent, the program shall continue under the new participating agency.

~~(l)~~ The following shall apply to transfer of home education programs:

~~(1)~~ If the child moves and the parent wishes to continue a program which was established with the former resident district superintendent as the participating agency and selects the new resident district superintendent as the new participating agency, the parent shall so inform both superintendents in writing;

~~(2)~~ In any other case, both the participating agency with which the program was established and the new participating agency shall be informed in writing by the parent; and

~~(3)~~ In either (1) or (2) above, upon notification in writing by the parent of a change in participating agencies, the former participating agency shall transfer all pertinent records to the new participating agency.

~~(m)~~ ***A home education program shall remain in effect unless terminated in writing by the parent.*** A parent wishing to voluntarily terminate an established home education program shall notify the commissioner and the participating agency in writing within 15 business days of ***termination while also*** satisfying any one of the alternatives for compulsory attendance listed in RSA 193:1 ***such as enrollment in a public or non-public school.***

Unclear: The “and” is unclear. A “participating agency” is defined in Ed 315.02(f) and described in Ed 315.04(a) for notification purposes as potentially including the Commissioner.

Ed 315.067 Records.

~~(a)~~ In accordance with RSA 193-A:6, the parent shall keep a portfolio each year the child is being home educated. ~~The portfolio shall contain the child’s work pursuant to RSA 193-A:6, I.~~

~~(b)~~ The portfolio shall be the property of the parent. Access to the portfolio shall be at the parent’s discretion, except as provided in RSA 193-A:6, II(a).

~~(c)~~ Participating agencies shall maintain documents concerning home education programs in a manner consistent with other educational records.

Ed 315.078 Annual Evaluation.

(a) The parent shall provide for an annual evaluation for a child that meets the requirements of *the options enumerated in RSA 193-A:6, II* ~~and this section.~~

(b) The resident district superintendent, when acting as the participating agency, shall provide evaluation services, upon request of the parent. If the resident district superintendent is not acting as the participating agency, the resident district superintendent may provide evaluation services. ~~No fee shall be required when evaluation services are performed by a resident district.~~

(c) *A parent intending to use the state or local assessment provided by the resident district shall notify the resident district superintendent in writing as soon as practicable to provide the district adequate time to prepare and obtain the testing materials.*

(ed) If ~~the a~~ parent chooses to have a portfolio review as the method of evaluation *pursuant to RSA 193-A:6, II(a)*, the parent may choose a teacher who agrees to perform evaluation services, or the parent may request the evaluation to be performed through the resident district superintendent when the resident district superintendent is acting as the participating agency.

~~(de) The written portfolio evaluation shall include the following~~ *The contents of the portfolio shall comply with the requirements of RSA 193-A:6, I and the review shall include the following:*

- (1) The name and address of the teacher, including state recognized documentation of certification or the name and address of the nonpublic school in which the teacher is currently teaching;
- (2) The date(s) on which the evaluation(s) took place;
- (3) A description of the work reviewed ~~including quantitative data if available;~~
- (4) A summary of the child's educational progress in the home education program as ~~presented in the notification,~~ concluding with a statement that the child has or has not made educational progress; and
- (5) The signatures of the teacher and the parent.

Edit: Re-word to avoid multiple requirements in the intro language.

~~(e) The parent shall be responsible for maintaining a copy of the evaluation.~~

~~(f) As a second option, the parent may choose a standardized test which shall be a nationally recognized test, a state assessment instrument, or a test used in the child's resident district. The parent shall maintain as a matter of record the name of the test and the name and address of the test administrator. As referred to in RSA 193-A:6, II(b) a composite result at or above the 40th percentile on such tests shall be deemed reasonable academic proficiency.~~

(gf) The parent may choose any other valid measurement tool mutually agreed upon by the parent and the participating agency ~~provided that:~~

- (1) ~~The agreement shall be made in writing and signed by the parent and the participating agency and both parties shall maintain a copy of the signed agreement; and~~

~~(2) A valid measurement tool~~ as provided for in RSA 193-A:6, II(d), ~~which~~ shall include but shall not be limited to the following:

Edit: Delete.

Edit: Re-word to avoid multiple requirements in the intro language, i.e. "may choose" and "shall include" are in the same intro.

- a. Interview;
- b. Educational progress in a particular curriculum as measured by the parent;
- c. Educational progress in a particular curriculum as measured by the provider;
- d. Review of the child’s portfolio by a participating agency;
- e. Evaluation by a teacher in a program recognized by any state department of education; or
- f. Specially prepared tests or evaluations measuring educational progress in a particular subject or curriculum.

Ed 315.089 The Home Education Advisory Council.

(a) The home education advisory council shall carry out those duties assigned to it by the commissioner. The council shall work with home educators and representatives of private and public education to encourage an understanding of home education.

(b) Assigned areas of responsibility for the council shall include the following:

- (1) Developing and maintaining effective communications between home educators and those public, and nonpublic schools and state and local agencies involved in home education;
- (2) Recommending to the commissioner and state board of education desired changes in rules pertaining to home education;
- (3) Establishing a grievance committee to hear grievances referred to it by the commissioner; and
- (4) Providing an annual report to the state board on its activities.

Edit: Delete.

Ed 315.0910 Membership Selection For the Home Education Advisory Council and Term of Appointment.

Edit: no caps

(a) Membership selection for the Home Education Advisory Council shall be as specified in RSA 193-A:10, I. Council chair selection shall be as specified in RSA 193-A:10, III.

(b) Members appointed by the commissioner shall have a term of 3 years, and such terms shall end on ~~June 30~~ **August 31** of the year in which the term is completed. Legislative members shall serve a term which is coterminous with their elected office and will be non-voting members of the council.

(c) The conduct of business shall not depend on the maintenance of full council membership.

(d) In the event of vacancies, replacement members shall be appointed as required under RSA 193-A:10 to fill the unexpired term.

Ed 315.101 Records of the Advisory Council. The records and minutes of the home education advisory council shall be filed and maintained in the department.

Ed 315.142 Funding and Support of Council Activities. The members of the home education advisory council shall serve without compensation. Subject to available funds, the department shall financially support the activities of the council, including but not limited to such expenses as mileage, secretarial assistance, and meeting facilities.

Ed 315.123 Grievance Committee.

(a) The grievance committee shall be a subcommittee of the home education advisory council appointed by the chairperson, consisting of no more than 5 members, a majority of whom shall be representatives of home education associations. One member of the grievance committee shall be appointed by the chairperson to preside at grievance conferences.

(b) The grievance committee shall hear all grievances referred to it by the commissioner.

(c) The grievance committee shall call upon consultants and conduct interviews for the purpose of gathering relevant facts if the committee lacks relevant expertise. The grievance committee shall keep a written account of its investigations and shall submit such an account, together with its findings, to the commissioner within 30 calendar days of the commissioner's referral.

Ed 315.134 Request for Grievance Conference. Any party to a home education program may request a grievance conference as follows:

(a) Such request shall be in writing to the commissioner;

(b) The request shall state in detail the reasons for the request for a grievance conference and name the parties involved;

(c) The commissioner shall notify the requestor within 5 business days in writing that he/she has scheduled a grievance conference in accordance with Ed 315.13 or that he/she requires additional information to clarify the issues;

Edit: "14".

(d) The requestor shall have 10 calendar days from receipt of the commissioner's request for additional information to respond with the requested information; and

(e) The commissioner shall, upon receipt of the requested information, forward the request to the chairperson of the home education advisory ~~committee~~ **council** who shall schedule a grievance conference in accordance with Ed 315.14(b).

Edit: "15".

Ed 315.145 Grievance Conference.

(a) Upon receipt of a request concerning an action taken under these rules, the commissioner shall notify the chairperson of the home education advisory council of the request for a grievance conference, and the grievance conference shall then proceed in accordance with this section.

(b) Within 5 business days of the commissioner's notification of a request for a grievance conference, the chairperson shall schedule the conference with the parties to the grievance.

(c) At the conference, each party shall be prepared to consider:

- (1) The simplification of the issues and an agreement of facts;
 - (2) Possibility of settlement; and
 - (3) Such other matters as may aid in disposition of the action.
- (d) Parties to a grievance may be represented at the conference by counsel.
- (e) At the grievance conference the grievance committee shall interview the parties to the grievance to reach a proposed settlement on the facts of the grievance.
- (f) The grievance committee shall present its findings on unresolved grievances or report on the proposed settlement reached by the parties to the commissioner within 10 calendar days of the conference.
- (g) Any settlement reached at a grievance conference shall be subject to review by the commissioner and shall not be implemented unless it is consistent with these rules and with applicable statutes.
- (h) The findings shall list the pertinent facts found by the committee.
- (i) If the parties do not reach a settlement prior to, or during, the grievance conference, the commissioner after reviewing the unresolved grievances shall notify the parties of her/his decision within 10 calendar days of receipt of the committee's findings.
- (j) A party aggrieved by the decision of the commissioner may appeal by requesting an administrative due process hearing in accordance with Ed 200.

Ed 315.156 Certificate of Completion.

(a) *Pursuant to RSA 193:1, I(f)(2),* ~~When the parent of a child under the age of 18 submits a letter document to the department of education certifying that the child has completed the home school education program at the high school level, pursuant to RSA 193:1, I(f)(2),~~ the student shall be determined to have met the requirements for successful completion of a home school education program ~~for a child under 18 years of age.~~

(b) The ~~letter document~~ containing the statement above shall also include the following information:

- (1) Name and address of the child;
- (2) Name and address of the parents;
- (3) Date of completion of the home school program;
- (4) A phone number at which the parent **may** be reached during normal business hours; and
- (5) Signature of the parent.

Edit: "can"

(c) A ~~letter~~ **document** that meets all the requirements of Ed 315.14 (a) ~~&~~ **and** (b) shall be conclusive evidence of:

~~(1) Completion of the parent’s duty of compulsory attendance, as set forth in RSA 193:1; and~~

~~(2) Acknowledgment of the responsibilities outlined in RSA 193-A:9.~~

(d) Documentation of receipt shall serve as proof of delivery of such certification.

Appendix I

Rule	State or Federal Statute or Federal Regulation Implemented
Ed 315.01	RSA 193:1, I(e)
Ed 315.02	RSA 193-A:1; RSA 193-A:3
Ed 315.03	RSA 193:1,I(b)
Ed 315.04	RSA 193-A:1, I; RSA 193-A:3; RSA 193-A:4, I
Ed 315.05	RSA 193-A:5
Ed 315.06	RSA 193-A:5
Ed 315.07	RSA 193-A:6
Ed 315.08	RSA 193-A:6
Ed 315.09-Ed 315.13	RSA 193-A:10
Ed 315.14-Ed 315.15	RSA 193-A:10, 11
Ed 315.16	RSA 193:1, I(f)(2)

Note to JLCAR on Legis. Intent: The rulemaking hearing was scheduled for 10/8/2020 as an in-person public hearing with a telephonic option and included an option for the public to submit written testimony only. The Governor’s E.O. #12 amends RSA 91-A to allow for remote hearings but did not amend RSA 541-A:11 which seems to presume in-person hearings with an allowance for postponement in the case of inclement weather, RSA 541-A:11, IV(a), and the ability to move the physical location of the public hearing, RSA 541-A:11, V. The Board’s administrative rules in Ed 214 also appear to presume in-person hearings such as describing media access to the physical room in which the hearing is held. The JLCAR may wish to ask the Board how the public hearing proceeded, since RSA 541-A:11, I(a) requires that an agency “shall afford all interested persons reasonable opportunity to testify...in accordance with the terms of the notice.” A legislative fix may be needed in RSA 541-A:11, along with changes to all Ch. 200 rules to affirmatively address remote public hearings as the language in the statute.

Edit: “Conditional Approval Request – December 10, 2020” (here and subsequently)

Readopt with amendment Ed 315, effective 3-27-14 (Document #10557), to read as follows:

PART Ed 315 HOME EDUCATION

No substantive comments to the rule text remain.

Ed 315.01 Statement of Purpose. The purpose of ~~these rules~~ *Ed 315* is to provide a process for uniform application of the requirements of RSA 193-A. These rules take into account the fact that home education is an alternative to attendance at a public or private school and is an individualized form of instruction in accordance with chapter 279:2, laws of 1990.

Ed 315.02 Definitions. In addition to the words defined in RSA 193-A:1, the following words shall have the meanings indicated when used in ~~Part~~ Ed 315:

(a) “Certificate of completion” means a document signed by the parent of a home educated child certifying that the child has achieved the equivalent of a high school diploma by completing a home education program;

(b) “Commissioner” means the commissioner of the New Hampshire department of education;

(c) “Composite results,” means one score that is provided by the publisher of the standardized test, or the average of all such scores that have been provided by the publisher of the standardized test;

(d) “Department” means the New Hampshire department of education;

(e) “Educational progress” means growth in learning commensurate with age and ability within the child’s individual home education program chosen by the parent;

(f) “Participating agency” means the resident district superintendent, the commissioner, or a participating nonpublic school principal;

(g) “Teacher” means a person who holds *a* teaching credential issued by the New Hampshire state board of education, is licensed in state which is a party to the interstate contract, or is currently teaching in a nonpublic school.

Ed 315.03 Eligibility and Program Schedule.

(a) A parent shall be eligible under these rules to establish a home education program for a child, including those defined under RSA 186-C:2, I, and I-a.

(b) Pursuant to RSA 193:1,I(b), home education shall be an alternative to compulsory attendance at a public school. Dates and hours of instruction shall not be required to coincide with the resident district calendar. The academic term of a home education program shall not be required to coincide with the resident district academic year.

Ed 315.04 Participating Agencies: Duties and Authority.

(a) A parent shall select, as a participating agency for home education program notification and support, one of the following:

(1) The commissioner;

(2) The resident district superintendent; or

(3) The head of a nonpublic school.

(b) A parent may select a new participating agency at any time. If a parent selects a new participating agency the parent shall notify *the new participating agency* in accordance with Ed 315.05 and Ed 315.06.

(c) Pursuant to RSA 193-A:4, II, the selected participating agency shall work with parents upon request in meeting the requirements of RSA 193-A:4, I.

(d) A participating nonpublic school ~~must~~ *shall* agree to administer the provisions of RSA 193-A and Ed 315, ~~is~~ *shall not be* required to be in the resident district, and may require a fee for any request for assistance by the parent.

(e) No fee shall be required when a test utilized in the resident district is administered to the student by the resident district.

(f) A resident district acting as the participating agency may charge fees for any mutually agreed upon alternative used to satisfy the requirements of RSA 193-A or Ed 315, including, but not limited to, portfolio review.

(g) Pursuant to RSA 193-A:11, the commissioner or resident district acting as the participating agency shall not propose, adopt, or enforce any policy or procedure governing home educated pupils that is inconsistent with or more restrictive than the provisions of RSA 193-A, RSA 193:1-c, or the rules of ~~Chapter~~ Ed 315.

(h) On October 1 of each year, the participating agency shall notify the commissioner of the number of children for whom programs were established since the previous report.

Ed 315.05 Notification Requirements.

(a) Notification of a home education program pursuant to RSA 193-A:5 ~~is~~ *shall be* required for a parent to comply with the compulsory attendance requirements of RSA 193:1.

(b) The parent of a student currently enrolled in a public school shall advise the resident district superintendent of the child's withdrawal from attendance in public school on or before the date the home education program shall begin.

(c) A parent shall notify the selected participating agency in writing within 5 business days of commencing a home education program. Only the information enumerated in RSA 193-A:5, II ~~is~~ *shall be* required in the notice. The parent shall provide contact information and update the notification information as necessary.

(d) Within 14 days of receipt of the notification, a participating agency shall acknowledge receipt of the notification in accordance with the contact information provided by the parent, along with a request for any information required by RSA 193-A:5, II that was not included in the original notice.

Ed 315.06 Notification – Termination of a Home Education Program. A home education program shall remain in effect unless terminated in writing by the parent. A parent wishing to terminate a home education program shall notify the commissioner and the participating agency in writing within 15 days

of termination while also satisfying any one of the alternatives for compulsory attendance listed in RSA 193:1.

Ed 315.07 Records.

(a) In accordance with RSA 193-A:6, the parent shall keep a portfolio each year the child is being home educated.

(b) The portfolio shall be the property of the parent. Access to the portfolio shall be at the parent's discretion, except as provided in RSA 193-A:6.

Ed 315.08 Annual Evaluation.

(a) The parent shall provide for an annual evaluation for a child that meets the requirements of the options enumerated in RSA 193-A:6, II.

(b) The resident district superintendent, when acting as the participating agency, shall provide evaluation services, upon request of the parent. If the resident district superintendent is not acting as the participating agency, the resident district superintendent may provide evaluation services.

(c) A parent intending to use the state or local assessment provided by the resident district shall notify the resident district superintendent in writing as soon as practicable to provide the district adequate time to prepare and obtain the testing materials.

(d) If a parent chooses to have a portfolio review as the method of evaluation pursuant to RSA 193-A:6, II(a), the parent may choose a teacher who agrees to perform evaluation services, or the parent may request the evaluation to be performed through the resident district superintendent when the resident district superintendent is acting as the participating agency.

(e) The contents of the portfolio shall comply with the requirements of RSA 193-A:6, I and ~~the review shall~~ **to** include the following:

Edit: Delete.

- (1) The name and address of the teacher, including state recognized documentation of certification or the name and address of the nonpublic school in which the teacher is currently teaching;
- (2) The date(s) on which the evaluation(s) took place;
- (3) A description of the work reviewed;
- (4) A summary of the child's educational progress in the home education program concluding with a statement that the child has or has not made educational progress; and
- (5) The signatures of the teacher and the parent.

(f) The parent may choose any other valid measurement tool mutually agreed upon by the parent and the participating agency as provided for in RSA 193-A:6, II(d), ~~which shall include~~ **ing** but ~~shall not be~~ limited to:

- a. Interview;

- b. Educational progress in a particular curriculum as measured by the parent;
- c. Educational progress in a particular curriculum as measured by the provider;
- d. Review of the child’s portfolio by a participating agency;
- e. Evaluation by a teacher in a program recognized by any state department of education; or
- f. Specially prepared tests or evaluations measuring educational progress in a particular subject or curriculum.

Ed 315.09 The Home Education Advisory Council.

(a) The home education advisory council shall carry out those duties assigned to it by the commissioner. The council shall work with home educators and representatives of private and public education to encourage an understanding of home education.

(b) Assigned areas of responsibility for the council shall include the following:

- (1) Developing and maintaining effective communications between home educators and those public, and nonpublic schools and state and local agencies involved in home education;
- (2) Recommending to the commissioner and state board of education desired changes in rules pertaining to home education;
- (3) Establishing a grievance committee to hear grievances referred to it by the commissioner; and
- (4) Providing an annual report to the state board on its activities.

Ed 315.10 Membership Selection For the Home Education Advisory Council and Term of Appointment.

(a) Membership selection for the ~~Hh~~ome ~~Ee~~ducation ~~Aa~~dvisory ~~Cc~~ouncil shall be as specified in RSA 193-A:10, I. Council chair selection shall be as specified in RSA 193-A:10, III.

(b) Members appointed by the commissioner shall have a term of 3 years, and such terms shall end on August 31 of the year in which the term is completed. Legislative members shall serve a term which is coterminous with their elected office and will be non-voting members of the council.

(c) The conduct of business shall not depend on the maintenance of full council membership.

(d) In the event of vacancies, replacement members shall be appointed as required under RSA 193-A:10 to fill the unexpired term.

Ed 315.11 Records of the Advisory Council. The records and minutes of the home education advisory council shall be filed and maintained in the department.

Ed 315.12 Funding and Support of Council Activities. The members of the home education advisory council shall serve without compensation. Subject to available funds, the department shall

financially support the activities of the council, including but not limited to such expenses as mileage, secretarial assistance, and meeting facilities.

Ed 315.13 Grievance Committee.

(a) The grievance committee shall be a subcommittee of the home education advisory council appointed by the chairperson, consisting of no more than 5 members, a majority of whom shall be representatives of home education associations. One member of the grievance committee shall be appointed by the chairperson to preside at grievance conferences.

(b) The grievance committee shall hear all grievances referred to it by the commissioner.

(c) The grievance committee shall call upon consultants and conduct interviews for the purpose of gathering relevant facts if the committee lacks relevant expertise. The grievance committee shall keep a written account of its investigations and shall submit such an account, together with its findings, to the commissioner within 30 calendar days of the commissioner's referral.

Ed 315.14 Request for Grievance Conference. Any party to a home education program may request a grievance conference as follows:

(a) Such request shall be in writing to the commissioner;

(b) The request shall state in detail the reasons for the request for a grievance conference and name the parties involved;

(c) The commissioner shall notify the requestor within 5 business days in writing that he/she has scheduled a grievance conference in accordance with Ed 315.13~~4~~ or that he/she requires additional information to clarify the issues;

(d) The requestor shall have 10 calendar days from receipt of the commissioner's request for additional information to respond with the requested information; and

(e) The commissioner shall, upon receipt of the requested information, forward the request to the chairperson of the home education advisory ~~committee~~ council who shall schedule a grievance conference in accordance with Ed 315.14~~5~~(b).

Ed 315.15 Grievance Conference.

(a) Upon receipt of a request concerning an action taken under these rules, the commissioner shall notify the chairperson of the home education advisory council of the request for a grievance conference, and the grievance conference shall then proceed in accordance with this section.

(b) Within 5 business days of the commissioner's notification of a request for a grievance conference, the chairperson shall schedule the conference with the parties to the grievance.

(c) At the conference, each party shall be prepared to consider:

(1) The simplification of the issues and an agreement of facts;

(2) Possibility of settlement; and

- (3) Such other matters as may aid in disposition of the action.
- (d) Parties to a grievance may be represented at the conference by counsel.
- (e) At the grievance conference the grievance committee shall interview the parties to the grievance to reach a proposed settlement on the facts of the grievance.
- (f) The grievance committee shall present its findings on unresolved grievances or report on the proposed settlement reached by the parties to the commissioner within 10 calendar days of the conference.
- (g) Any settlement reached at a grievance conference shall be subject to review by the commissioner and shall not be implemented unless it is consistent with these rules and with applicable statutes.
- (h) The findings shall list the pertinent facts found by the committee.
- (i) If the parties do not reach a settlement prior to, or during, the grievance conference, the commissioner after reviewing the unresolved grievances shall notify the parties of her/his decision within 10 calendar days of receipt of the committee's findings.
- (j) A party aggrieved by the decision of the commissioner may appeal by requesting an administrative due process hearing in accordance with Ed 200.

Ed 315.16 Certificate of Completion.

- (a) Pursuant to RSA 193:1, I(f)(2), when the parent of a child under the age of 18 submits a document to the department certifying that the child has completed the home education program at the high school level the student shall be determined to have met the requirements for successful completion of a home education program.
- (b) The document containing the statement above shall also include the following information:
 - (1) Name and address of the child;
 - (2) Name and address of the parents;
 - (3) Date of completion of the home school program;
 - (4) A phone number at which the parent ~~may~~ **can** be reached during normal business hours;
and
 - (5) Signature of the parent.
- (c) A document that meets all the requirements of Ed 315.14 (a) and (b) shall be conclusive evidence of completion of the parent's duty of compulsory attendance, as set forth in RSA 193:1.
- (d) Documentation of receipt shall serve as proof of delivery of such certification.

Appendix I

Rule	State or Federal Statute or Federal Regulation Implemented
Ed 315.01	RSA 193:1, I(e)
Ed 315.02	RSA 193-A:1; RSA 193-A:3
Ed 315.03	RSA 193:1,I(b)
Ed 315.04	RSA 193-A:1, I; RSA 193-A:3; RSA 193-A:4, I
Ed 315.05	RSA 193-A:5
Ed 315.06	RSA 193-A:5
Ed 315.07	RSA 193-A:6
Ed 315.08	RSA 193-A:6
Ed 315.09-Ed 315.13	RSA 193-A:10
Ed 315.14-Ed 315.15	RSA 193-A:10, 11
Ed 315.16	RSA 193:1, I(f)(2)

Readopt with amendment Ed 315, effective 3-27-14 (Document #10557), to read as follows:

PART Ed 315 HOME EDUCATION

Ed 315.01 Statement of Purpose. The purpose of ~~these rules~~ *Ed 315* is to provide a process for uniform application of the requirements of RSA 193-A. These rules take into account the fact that home education is an alternative to attendance at a public or private school and is an individualized form of instruction in accordance with chapter 279:2, laws of 1990.

Ed 315.02 Definitions. In addition to the words defined in RSA 193-A:1, the following words shall have the meanings indicated when used in ~~Part~~ Ed 315:

(a) “Certificate of completion” means a document signed by the parent of a home educated child certifying that the child has achieved the equivalent of a high school diploma by completing a home education program;

(b) “Commissioner” means the commissioner of the New Hampshire department of education;

(c) “Composite results,” means one score that is provided by the publisher of the standardized test, or the average of all such scores that have been provided by the publisher of the standardized test;

(d) “Department” means the New Hampshire department of education;

(e) “Educational progress” means growth in learning commensurate with age and ability within the child’s individual home education program chosen by the parent;

(f) “Participating agency” means the resident district superintendent, the commissioner, or a participating nonpublic school principal;

(g) “Teacher” means a person who holds *a* teaching credential issued by the New Hampshire state board of education, is licensed in state which is a party to the interstate contract, or is currently teaching in a nonpublic school.

Ed 315.03 Eligibility and Program Schedule.

(a) A parent shall be eligible under these rules to establish a home education program for a child, including those defined under RSA 186-C:2, I, and I-a.

(b) Pursuant to RSA 193:1,I(b), home education shall be an alternative to compulsory attendance at a public school. Dates and hours of instruction shall not be required to coincide with the resident district calendar. The academic term of a home education program shall not be required to coincide with the resident district academic year.

Ed 315.04 Participating Agencies: Duties and Authority.

(a) A parent shall select, as a participating agency for home education program notification and support, one of the following:

(1) The commissioner;

(2) The resident district superintendent; or

(3) The head of a nonpublic school.

(b) A parent may select a new participating agency at any time. If a parent selects a new participating agency the parent shall notify *the new participating agency* in accordance with Ed 315.05 and Ed 315.06.

(c) Pursuant to RSA 193-A:4, II, the selected participating agency shall work with parents upon request in meeting the requirements of RSA 193-A:4, I.

(d) A participating nonpublic school ~~must~~ *shall* agree to administer the provisions of RSA 193-A and Ed 315, ~~is~~ *shall not be* required to be in the resident district, and may require a fee for any request for assistance by the parent.

(e) No fee shall be required when a test utilized in the resident district is administered to the student by the resident district.

(f) A resident district acting as the participating agency may charge fees for any mutually agreed upon alternative used to satisfy the requirements of RSA 193-A or Ed 315, including, but not limited to, portfolio review.

(g) Pursuant to RSA 193-A:11, the commissioner or resident district acting as the participating agency shall not propose, adopt, or enforce any policy or procedure governing home educated pupils that is inconsistent with or more restrictive than the provisions of RSA 193-A, RSA 193:1-c, or the rules of ~~Chapter~~ Ed 315.

(h) On October 1 of each year, the participating agency shall notify the commissioner of the number of children for whom programs were established since the previous report.

Ed 315.05 Notification Requirements.

(a) Notification of a home education program pursuant to RSA 193-A:5 ~~is~~ *shall be* required for a parent to comply with the compulsory attendance requirements of RSA 193:1.

(b) The parent of a student currently enrolled in a public school shall advise the resident district superintendent of the child's withdrawal from attendance in public school on or before the date the home education program shall begin.

(c) A parent shall notify the selected participating agency in writing within 5 business days of commencing a home education program. Only the information enumerated in RSA 193-A:5, II ~~is~~ *shall be* required in the notice. The parent shall provide contact information and update the notification information as necessary.

(d) Within 14 days of receipt of the notification, a participating agency shall acknowledge receipt of the notification in accordance with the contact information provided by the parent, along with a request for any information required by RSA 193-A:5, II that was not included in the original notice.

Ed 315.06 Notification – Termination of a Home Education Program. A home education program shall remain in effect unless terminated in writing by the parent. A parent wishing to terminate a home education program shall notify the commissioner and the participating agency in writing within 15 days

of termination while also satisfying any one of the alternatives for compulsory attendance listed in RSA 193:1.

Ed 315.07 Records.

(a) In accordance with RSA 193-A:6, the parent shall keep a portfolio each year the child is being home educated.

(b) The portfolio shall be the property of the parent. Access to the portfolio shall be at the parent's discretion, except as provided in RSA 193-A:6.

Ed 315.08 Annual Evaluation.

(a) The parent shall provide for an annual evaluation for a child that meets the requirements of the options enumerated in RSA 193-A:6, II.

(b) The resident district superintendent, when acting as the participating agency, shall provide evaluation services, upon request of the parent. If the resident district superintendent is not acting as the participating agency, the resident district superintendent may provide evaluation services.

(c) A parent intending to use the state or local assessment provided by the resident district shall notify the resident district superintendent in writing as soon as practicable to provide the district adequate time to prepare and obtain the testing materials.

(d) If a parent chooses to have a portfolio review as the method of evaluation pursuant to RSA 193-A:6, II(a), the parent may choose a teacher who agrees to perform evaluation services, or the parent may request the evaluation to be performed through the resident district superintendent when the resident district superintendent is acting as the participating agency.

(e) The contents of the portfolio shall comply with the requirements of RSA 193-A:6, I and ~~the review shall~~ **to** include the following:

- (1) The name and address of the teacher, including state recognized documentation of certification or the name and address of the nonpublic school in which the teacher is currently teaching;
- (2) The date(s) on which the evaluation(s) took place;
- (3) A description of the work reviewed;
- (4) A summary of the child's educational progress in the home education program concluding with a statement that the child has or has not made educational progress; and
- (5) The signatures of the teacher and the parent.

(f) The parent may choose any other valid measurement tool mutually agreed upon by the parent and the participating agency as provided for in RSA 193-A:6, II(d), ~~which shall include~~ **ing** but ~~shall not be~~ limited to:

- a. Interview;

- b. Educational progress in a particular curriculum as measured by the parent;
- c. Educational progress in a particular curriculum as measured by the provider;
- d. Review of the child’s portfolio by a participating agency;
- e. Evaluation by a teacher in a program recognized by any state department of education; or
- f. Specially prepared tests or evaluations measuring educational progress in a particular subject or curriculum.

Ed 315.09 The Home Education Advisory Council.

(a) The home education advisory council shall carry out those duties assigned to it by the commissioner. The council shall work with home educators and representatives of private and public education to encourage an understanding of home education.

(b) Assigned areas of responsibility for the council shall include the following:

- (1) Developing and maintaining effective communications between home educators and those public, and nonpublic schools and state and local agencies involved in home education;
- (2) Recommending to the commissioner and state board of education desired changes in rules pertaining to home education;
- (3) Establishing a grievance committee to hear grievances referred to it by the commissioner; and
- (4) Providing an annual report to the state board on its activities.

Ed 315.10 Membership Selection For the Home Education Advisory Council and Term of Appointment.

(a) Membership selection for the ~~H~~home ~~E~~education ~~A~~advisory ~~C~~council shall be as specified in RSA 193-A:10, I. Council chair selection shall be as specified in RSA 193-A:10, III.

(b) Members appointed by the commissioner shall have a term of 3 years, and such terms shall end on August 31 of the year in which the term is completed. Legislative members shall serve a term which is coterminous with their elected office and will be non-voting members of the council.

(c) The conduct of business shall not depend on the maintenance of full council membership.

(d) In the event of vacancies, replacement members shall be appointed as required under RSA 193-A:10 to fill the unexpired term.

Ed 315.11 Records of the Advisory Council. The records and minutes of the home education advisory council shall be filed and maintained in the department.

Ed 315.12 Funding and Support of Council Activities. The members of the home education advisory council shall serve without compensation. Subject to available funds, the department shall

financially support the activities of the council, including but not limited to such expenses as mileage, secretarial assistance, and meeting facilities.

Ed 315.13 Grievance Committee.

(a) The grievance committee shall be a subcommittee of the home education advisory council appointed by the chairperson, consisting of no more than 5 members, a majority of whom shall be representatives of home education associations. One member of the grievance committee shall be appointed by the chairperson to preside at grievance conferences.

(b) The grievance committee shall hear all grievances referred to it by the commissioner.

(c) The grievance committee shall call upon consultants and conduct interviews for the purpose of gathering relevant facts if the committee lacks relevant expertise. The grievance committee shall keep a written account of its investigations and shall submit such an account, together with its findings, to the commissioner within 30 calendar days of the commissioner's referral.

Ed 315.14 Request for Grievance Conference. Any party to a home education program may request a grievance conference as follows:

(a) Such request shall be in writing to the commissioner;

(b) The request shall state in detail the reasons for the request for a grievance conference and name the parties involved;

(c) The commissioner shall notify the requestor within 5 business days in writing that he/she has scheduled a grievance conference in accordance with Ed 315.13~~4~~ or that he/she requires additional information to clarify the issues;

(d) The requestor shall have 10 calendar days from receipt of the commissioner's request for additional information to respond with the requested information; and

(e) The commissioner shall, upon receipt of the requested information, forward the request to the chairperson of the home education advisory ~~committee~~ council who shall schedule a grievance conference in accordance with Ed 315.14~~5~~(b).

Ed 315.15 Grievance Conference.

(a) Upon receipt of a request concerning an action taken under these rules, the commissioner shall notify the chairperson of the home education advisory council of the request for a grievance conference, and the grievance conference shall then proceed in accordance with this section.

(b) Within 5 business days of the commissioner's notification of a request for a grievance conference, the chairperson shall schedule the conference with the parties to the grievance.

(c) At the conference, each party shall be prepared to consider:

(1) The simplification of the issues and an agreement of facts;

(2) Possibility of settlement; and

- (3) Such other matters as may aid in disposition of the action.
- (d) Parties to a grievance may be represented at the conference by counsel.
- (e) At the grievance conference the grievance committee shall interview the parties to the grievance to reach a proposed settlement on the facts of the grievance.
- (f) The grievance committee shall present its findings on unresolved grievances or report on the proposed settlement reached by the parties to the commissioner within 10 calendar days of the conference.
- (g) Any settlement reached at a grievance conference shall be subject to review by the commissioner and shall not be implemented unless it is consistent with these rules and with applicable statutes.
- (h) The findings shall list the pertinent facts found by the committee.
- (i) If the parties do not reach a settlement prior to, or during, the grievance conference, the commissioner after reviewing the unresolved grievances shall notify the parties of her/his decision within 10 calendar days of receipt of the committee's findings.
- (j) A party aggrieved by the decision of the commissioner may appeal by requesting an administrative due process hearing in accordance with Ed 200.

Ed 315.16 Certificate of Completion.

- (a) Pursuant to RSA 193:1, I(f)(2), when the parent of a child under the age of 18 submits a document to the department certifying that the child has completed the home education program at the high school level the student shall be determined to have met the requirements for successful completion of a home education program.
- (b) The document containing the statement above shall also include the following information:
 - (1) Name and address of the child;
 - (2) Name and address of the parents;
 - (3) Date of completion of the home school program;
 - (4) A phone number at which the parent ~~may~~ *can* be reached during normal business hours;
and
 - (5) Signature of the parent.
- (c) A document that meets all the requirements of Ed 315.14 (a) and (b) shall be conclusive evidence of completion of the parent's duty of compulsory attendance, as set forth in RSA 193:1.
- (d) Documentation of receipt shall serve as proof of delivery of such certification.

Appendix I

Rule	State or Federal Statute or Federal Regulation Implemented
Ed 315.01	RSA 193:1, I(e)
Ed 315.02	RSA 193-A:1; RSA 193-A:3
Ed 315.03	RSA 193:1,I(b)
Ed 315.04	RSA 193-A:1, I; RSA 193-A:3; RSA 193-A:4, I
Ed 315.05	RSA 193-A:5
Ed 315.06	RSA 193-A:5
Ed 315.07	RSA 193-A:6
Ed 315.08	RSA 193-A:6
Ed 315.09-Ed 315.13	RSA 193-A:10
Ed 315.14-Ed 315.15	RSA 193-A:10, 11
Ed 315.16	RSA 193:1, I(f)(2)



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EXECUTIVE SUMMARY
Initial Proposal: Ed 1000– Vocational Rehabilitation Programs
Emergency Rule Expires July 10, 2021

Submitted to the State Board of Education, January 14, 2021:

A. ACTION NEEDED

A vote is needed by the State Board of Education to approve the Initial Proposal for Ed 1000, Vocational Rehabilitation Programs.

B. RATIONALE FOR ACTION

These rules the same as the emergency rule in place, with minor edits based on comments from the Office of Legislative Services from the previous rulemaking procedure.

C. EFFECTS OF THIS ACTION

If the board votes to approve this rule the department will submit the rule to the Office of Legislative Services (OLS) for review and a public hearing will be held on March 11, 2021.

D. POSSIBLE MOTION

I move that the State Board of Education approve the initial proposal for Ed 1000, Vocational Rehabilitation Programs.

CHAPTER Ed 1000 VOCATIONAL REHABILITATION PROGRAMS

PART Ed 1001 PURPOSE AND SCOPE

Ed 1001.01 Purpose. Chapter Ed 1000 for the New Hampshire vocational rehabilitation services program provides the rules for uniform application of the State Vocational Rehabilitation Services Program authorized by Title I of the Rehabilitation Act of 1973 (the Act), as amended, 29 U.S.C. 701 et seq and regulated by 34 CFR Parts 361, 363, 367, and 397.

Ed 1001.02 Scope.

(a) The New Hampshire vocational rehabilitation services (NHVR) program shall be responsible for assessing, planning, developing, and providing vocational rehabilitation services for individuals with disabilities, consistent with their strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice, so that they can prepare for and engage in gainful employment. The rules for the NHVR services program implement the Act.

(b) NHVR shall work with individuals with disabilities to obtain an employment outcome in the most competitive and integrated employment settings consistent with the individual's unique employment factors, as described in Ed 1006.02. In addition, NHVR provides training and services to employers. Services include training and technical assistance on disability awareness issues, providing guidance on developing work-based learning experiences, providing pre-employment transition services for students with disabilities, providing recruitment training, as well as training techniques to assist in successful employment outcomes.

(c) NHVR shall comply with the provisions of this chapter, 34 CFR 361, and 34 CFR 363 when determining the eligibility and scope of vocational rehabilitation services for individuals with disabilities.

PART Ed 1002 DEFINITIONS

Ed 1002.01 Definitions. In addition to the definitions in 34 CFR 361.5, the following definitions shall apply to Ed 1000, unless context makes another meaning manifest:

(a) "Available resources" means the amount of money that an eligible individual has available to pay toward NHVR's financial need based services as determined by a financial needs review outlined in Ed 10111;

(b) "Commensurate" referencing comparable services and benefits, means the service or benefit from another source shall be similar in scope and quality to the service or benefit offered by vocational rehabilitation services;

(c) "Department" means the New Hampshire department of education;

(d) "Individual" means the individual requesting services or the individual's representative;

(e) "Individual with a most significant disability" means an individual with a significant disability:

(1) Who has a significant mental or physical impairment that seriously limits ~~2~~ 3 or more functional capacities such as mobility, communication, self-care, self-direction, interpersonal skills, work tolerance and work skills, or work tolerance or work skills in terms of employment outcomes; and

(2) Whose vocational rehabilitation can be expected to require ~~23~~ or more vocational rehabilitation services, in addition to the vocational rehabilitation counselor provided services of guidance, counseling, service coordination and job placement, over an extended period of time ~~of~~ **defined as** 6 months or longer;

(f) “New Hampshire Vocational Rehabilitation (NHVR)” means the department of education, division of workforce innovation, bureau of vocational rehabilitation, which shall serve as the designated state unit as defined in 34 CFR 361(c)(13); and

(g) “Program for the deaf and hard of hearing” means the program established under RSA 200-C:18.

PART Ed 1003 PROTECTION, USE AND RELEASE OF PERSONAL INFORMATION

Ed 1003.01 Notice to the Individual.

(a) At the time of the initial interview, and as appropriate through the rehabilitation process, the counselor shall inform an individual of NHVR’s policies on acquiring, using, and protecting personally identifiable information (PII) and other personal information and data. Such notice shall be given in a language or method of communication understandable to the individual. The explanation shall include at a minimum general information about the principal purposes for which NHVR intends to acquire, use, or release the information and shall identify those agencies and circumstances under which NHVR shall share the information. The individual shall give full and informed consent in writing to release any information. The individual shall also be informed that they can withdraw their consent for release of information by notifying NHVR in writing.

(b) If an individual indicates that information in his or her file is misleading or inaccurate, NHVR shall consider the individual’s reasons and request verification documents as necessary. Obvious errors shall be corrected, but information confirmed by the counselor as accurate and necessary for an eligibility determination shall be retained. If the information is not amended, the record of services shall document that the individual requested such an amendment and the individual shall be informed of the availability of the hearing process pursuant to Ed 1021.

(c) If an individual refuses to grant permission for NHVR to release information or obtain needed information from another agency or source, the reasons for the refusal shall be discussed and the potential consequences shall be explained to the individual. If the refusal results in NHVR being unable to share or obtain information required to make an eligibility determination or complete the individualized plan for employment (IPE), NHVR shall close the case pursuant to Ed 1003.03(d).

Ed 1003.02 Confidentiality. In addition to the requirements under 34 CFR 361.38, the following shall apply regarding confidentiality:

(a) NHVR’s acquisition of PII and other personal information and data about ~~applicants~~ **individuals** includes the obligation to fully inform ~~applicants~~ **individuals** about what information is gathered and how it will be used, and how it will be safeguarded against unnecessary or inappropriate dissemination. PII and other personal information and data shall be material which is identifiable to an individual, including reports, evaluations, case histories, notes, photographs and directory information. NHVR’s obligation to preserve confidentiality shall apply to its own use of information directly, and the release of PII and other personal information and data to third parties, other individuals, and agencies. Release of PII and other

personal information and data shall also involve the individual's access to his or her own personal information and records pursuant to (c) below;

(b) To the greatest extent possible, NHVR shall use existing information in determining eligibility or providing services to an individual. To the extent existing information is insufficient, NHVR shall obtain only information necessary to determine eligibility or to provide services to an individual. Necessary information may already exist and be available from the individual and his or her family members, treating physicians, other agencies, or it may be information acquired by NHVR specifically for the purpose of serving the individual; and

(c) An individual shall have full, timely access to any information that NHVR maintains about him or her, unless NHVR determines that some information may be harmful to the individual or if NHVR obtained the information from a source which has restricted its dissemination to the individual. Information that may be harmful shall be released in accordance with 34 CFR 361.38(c).

Ed 1003.03 Personally Identifiable Information (PII) and Other Personal Information and Data Collection. In addition to the requirements of 34 CFR 361.38, the following shall apply to personally identifiable information (PII) and other personal information and data collection:

(a) The collection of PII and other personal information and data by NHVR personnel concerning ~~applicants and eligible~~ individuals shall be authorized by the ~~applicant or~~ individual through completion of the "Application for Vocational Rehabilitation Services and Authorization to Release Information" form, revised November 2020.

(b) The individual, or the individual's representative, shall complete and file the "Personal Information Form" revised November 2020;

(c) The signature of the parent or guardian shall be required when the ~~applicant or eligible~~ individual is under 18 years old or has a legal guardian.

(d) The NHVR shall collect PII and other personal information and data under 34 CFR 361.38. Failure by the ~~applicant or eligible~~ individual to provide sufficient personal information to the NHVR to determine eligibility, or to prepare an IPE or to monitor progress of services provided, shall result in the case being closed.

Ed 1003.04 Release of Information. In addition to the requirements of 34 CFR 361.38, the following shall apply to the release of information:

(a) By completing the form referenced in Ed 1003.03(a) above, an ~~applicant or~~ individual shall authorize NHVR to release relevant information when requested in accordance with this section.

(b) NHVR shall use PII only for the person's participation in the NHVR program, and shall safeguard and preserve the confidentiality of all PII and other personal information and data it possesses, including the way information is used within NHVR. Information shall be shared with other programs and agencies only with the individual's informed, written consent pursuant to Ed 1003.01 above, if the information is necessary for the program. If NHVR has received information from another source with restrictions or conditions for any further dissemination, NHVR shall release the information only under the conditions established by the other agency or organization;

(c) PII and other personal information and data shall also be released for approved audit, evaluation, and research for purposes directly connected with vocational rehabilitation or for purposes which would

significantly improve the quality of life for people with disabilities. The entity receiving the PII and other personal information and data shall assure that it will be kept confidential and shall be used only for the purpose indicated. The final product shall not reveal any PII and other personal information and data without the affected individual's informed written consent;

(d) When a third party requests particular information about an ~~applicant or eligible~~ individual, the third party shall provide a written request signed by the ~~applicant or~~ individual or their guardian designating the third party as a representative who may have access to the individual's PII and other personal information and data. Third parties may include attorneys, service providers, and other public or private agency or organizations; and

(e) The request shall include:

- (1) The ~~applicant's or eligible~~ individual's name;
- (2) The information being requested;
- (3) The reasons why the information is being requested; and
- (4) The signature of the ~~applicant or~~ individual.

Ed 1003.05 Exchanging PII and Other Personal Information and Data with Other Parties.

(a) When the NHVR is working with an agency or organization on behalf of an ~~applicant or eligible~~ individual, PII and other personal information and data shall be exchanged after ~~obtaining a written release described in Ed 1003.03(a)-(b), signed by the individual~~ **completes and files the "Authorization to Disclose Information to NH Vocational Rehabilitation" form, revised November 2020, the "Authorization for Release/Disclosure of Personal Information" form revised November 2020, or both,** or his or her parent or guardian if the individual is under 18 years old or has a legal guardian. For agencies and organizations having an agreement with the NHVR to exchange PII and other personal information and data, said information regarding mutual applicants or eligible individual's PII and other personal information and data shall be exchanged without obtaining an individual's release. The agencies and organizations having such cooperative agreements shall be identified by the NHVR on the forms described in Ed 1003.03(a)-(b).

(b) Agencies and organizations with which the NHVR shall exchange information include but are not limited to:

- (1) The New Hampshire department of health and human services;
- (2) The New Hampshire department of labor, division of workers' compensation;
- (3) New Hampshire WORKS Partners established under the Workforce Innovation and Opportunity Act of 2014 (WIOA), as described in the cooperative agreement;
- (4) Community rehabilitation programs;
- (5) New Hampshire disability determination services; and
- (6) The Social Security Administration.

(c) In situations not covered by the provisions of Ed 1003.045(a), upon receiving the informed written consent of the applicant or eligible individual the NHVR shall release PII and other personal information and data in accordance with 34 CFR 361.38(e)(1).

Ed 1003.06 Exceptions. When required by law, NHVR shall release PII or other personal information and data without an individual's written consent in accordance with 34 CFR 361.38(e)(2)-(5).

PART Ed 1004 REFERRALS AND APPLYING FOR SERVICES

Ed 1004.01 Intention to Achieve an Employment Outcome.

(a) During the application process, individuals shall be informed that vocational rehabilitation services are only provided if they intend to achieve an employment outcome. Individuals with disabilities shall be active partners with the vocational rehabilitation counselor and together work to establish employment outcomes and the steps to reach those goals.

(b) An “employment outcome” means an individual entering, advancing in, or retaining:

- (1) Full time, or if appropriate part-time, competitive integrated employment;
- (2) Supported employment that meets the definition of competitive integrated employment as defined in 34 CFR 361.5; or
- (3) Other types of employment in competitive integrated settings consistent with the individual’s employment factors, including customized employment, self-employment or business ownership, and telecommuting.

1004.02 Participant Involvement. NHVR shall encourage the greatest degree of independence and responsibility, as desired by an individual. Individuals shall be encouraged to actively participate in developing their own IPE’s, schedule their own appointments, complete investigatory assignments, and perform other tasks with the full support and guidance of their counselors, as needed.

Ed 1004.03 Referrals and Applying for Services. In addition to the provisions of 34 CFR 361.41, the following shall apply to referrals and applications for services:

(a) Any individual who has a disability which results in a substantial impediment to employment shall be eligible to receive services from NHVR if determined eligible pursuant to Ed 1006;

(b) *Individuals with disabilities shall:*

- (1) *Seek NHVR services directly; or***
- (2) *Be referred by family members, guardians, friends, schools, independent living centers, federal, state, or local agencies, medical providers, and other sources.***

(bc) Referral information shall include the person's name, address, date of birth, and as much of the following information as is available:

- (1) Referral disability;
- ~~(2) Date of referral;~~

~~(32)~~ Source of referral; *and*

~~(43)~~ Social security number; ~~and~~

~~(5)~~ Race or ethnicity;

~~(ed)~~ When referring an individual to NHVR for services, the referral source may, at the time of the referral, provide all necessary and available information related to the individual's disability and employment needs to expedite eligibility decisions and planning for services;

~~(de)~~ When information received from referral sources does not include name, address, *or* date of birth, ~~or a statement of informed consent~~, NHVR staff shall request that the referral source provide the data as well as other necessary information;

~~(ef)~~ When referral information is received from a referral source other than the individual, without a signed application as described in (i)(1), or without a signed letter as described in (i)(2) requesting services, NHVR shall request the individual complete and file the application required in Ed 1003.03(a) above;

~~(fg)~~ Cooperative agreements and memoranda of understanding shall be established between NHVR and agencies enumerated in Ed 1003.05(b), which shall include specific referral criteria and processes to promote referral and shall be used pursuant to the agreements and MOUs;

~~(gh)~~ An individual shall be considered to have submitted an application, which means that eligibility shall be determined within 60 calendar days, when the individual or the individual's representative, as appropriate:

(1) Has either:

a. Completed and signed NHVR's application required in Ed 1003.03(a) above;

b. Submitted a signed letter with the necessary information enumerated in Ed 1004.01(c); or

c. Has requested services verbally, because he or she cannot sign a form or letter due to a disability;

(2) Has provided information necessary to initiate an assessment to determine eligibility; and

(3) Is available to directly participate in and complete the assessment process.

~~(hi)~~ When applying for services, the individual shall provide information including, but not limited to, employment history, medical information, work status, or school records necessary to determine eligibility and shall be available to meet ~~with~~, provide available information ~~to~~, and to participate in assessments as necessary.

PART Ed 1005 ASSESSMENT

Ed 1005.01 Assessment: Generally. In addition to the requirements of 34 CFR 361.42, the following shall apply to assessments for determining eligibility and priority for services:

(a) The assessment process shall begin when an individual with a disability applies for NHVR services with the intent to reach an employment outcome.

(b) The assessment process shall be utilized for the following:

- (1) To determine eligibility;
- (2) To determine the significance of disability;
- (3) To identify the scope of required services and supports to meet rehabilitation needs;
- (4) To substantiate appropriateness for supported employment;
- (5) To develop the individualized plan for employment (IPE);
- (6) To determine progress during the implementation of the IPE; and
- (7) To determine if the individual has achieved an employment outcome in a competitive integrated setting consistent with the individual's employment factors.

(c) The NHVR counselor shall, to the extent possible, use existing information to establish eligibility and develop the IPE. When additional information is needed the NHVR counselor shall provide additional assessment services or other assessment services shall be authorized. These services shall be conducted in the most integrated setting possible.

(d) An individual shall be accommodated to participate in the assessment process using the most appropriate mode of communication to enable the individual to comprehend and respond to information being communicated during the assessment process.

Ed 1005.02 Role of the Vocational Rehabilitation Counselor.

(a) The NHVR counselor shall:

- (1) Collect, analyze, synthesize, and interpret available information;
- (2) Engage the individual with a disability in the assessment process; and
- (3) Develop a positive counseling and guidance relationship by making every effort to understand the individual's priorities during the assessment process.

(b) If additional information is needed, the NHVR counselor, along with the individual receiving services, shall decide how to obtain the information and establish appropriate timeframes for completion.

(c) The decision to pursue any additional assessments shall be fully discussed and explained to the individual.

(d) The NHVR counselor shall obtain only the information necessary for eligibility or service planning.

(e) The individual's active involvement shall be documented in the record of services.

Ed 1005.03 Individual's Participation in the Assessment Process.

(a) The individual shall be offered every opportunity to actively participate in the assessment and decision-making process.

(b) The individual shall:

(1) Work with the NHVR counselor to understand how the assessment process is used to determine eligibility, plan for services, and identify an employment outcome;

(2) Be available for assessment services and complete any agreed upon assessment activities within the timeframe established; and

(3) Participate in a discussion of the results and what they mean in terms of achieving an employment outcome.

(c) The individual shall have an opportunity to respond to assessment results and include a representative in any discussions.

(d) While the decision-making process shall be collaborative, decisions shall reflect the judgment of the NHVR counselor in accordance with Ed 1000 and 34 CFR 361.

Ed 1005.04 Focus on Functional Capacities and Employment Factors.

(a) Assessment shall focus on the overall functional capacities of the individual, particularly the strengths related to pursuing employment.

(b) Assessment shall include a review of the individual's disability and its impact on one or more functional capacities as described in Ed 1007.02(b)(2).

(c) The results of the assessment process shall then identify how one or more of these functional capacities impact the individual's unique employment factors as described in Ed 1006.02(d).

(d) Assessment shall specify what supports, *if required to achieve the employment outcome*, shall be provided to the individual to enhance strengths and overcome limitations.

Ed 1005.05 Assessment for Determining Eligibility and Priority for Services.

(a) An assessment for determining eligibility and priority for services shall begin when an individual with a disability applies for NHVR services, as outlined in Ed 1004.03(g), with the intent to reach an employment outcome;

(b) An assessment and determination shall be completed within 60 days of receipt of one of the application types described in Ed 1004.03(g);

(c) Existing information shall be reviewed by the NHVR counselor to determine if the information is sufficient to determine eligibility and this shall include establishing the disability(ies), identifying the impediment to employment, and determining whether there is a need for vocational rehabilitation services.

(d) After the execution of the “Authorization to Disclose Information to NH Vocational Rehabilitation” form, revised November 2020, and all other applicable releases, written documentation of the person's disability shall be obtained. This documentation may be from treatment facilities, providers, medical and other diagnosticians, educational sources, federal or state agencies, therapists, and professionals who evaluate and report on ~~functional limitations~~ **disability or medical and psychological disorders**. Referrals, ~~made or information obtained by request with an authorized release~~, by other agencies may include information about the individual's disability, resulting functional limitations, and how it relates to the individual's employment needs.

(e) Individuals may obtain and provide documentation from their treating physician, certified treatment program, a licensed or certified practitioner skilled in the diagnosis and treatment of the disability, or other source that verifies the existence and extent of an impairment to assist with the eligibility determination process.

(f) If additional information is needed, the applicant and counselor shall decide how best to obtain the information and establish appropriate time frames. If the applicant is unable to provide appropriate evidence, NHVR shall obtain the required information as part of the assessment process.

(g) If not already completed, the applicant and counselor shall complete the form required in Ed 1003.03(b) during the assessment process using the information gathered before and during the process.

(h) Existing information shall be considered adequate if, in the NHVR counselor's judgment, it provides sufficient information to document the person's disability(ies) and employment factors, resulting impediments to employment, ability to benefit from services, and requirements for services.

(i) If an individual meets NHVR's eligibility criteria, eligibility shall not be delayed while waiting for information to be used for vocational planning purposes.

(j) A determination of eligibility shall not be a guarantee of the provision of specific services.

Ed 1005.06 Assessment for Developing the Individualized Plan for Employment (IPE).

(a) NHVR shall conduct an assessment for determining vocational rehabilitation needs for each eligible individual. The assessment shall be used to determine the employment outcome and the nature and scope of vocational rehabilitation services to be included in the IPE.

(b) A comprehensive assessment of the eligible individual shall be limited to information necessary to identify the rehabilitation needs of the eligible individual and to develop the individual's IPE as follows:

- (1) Existing information shall be used as the primary source of information;
- (2) Information provided by the individual and other sources shall be subject to the rules of confidentiality and release of information under Ed 1003 and 34 CFR 361.38;
- (3) To the degree necessary, an assessment of the personality, interests, interpersonal skills, intelligence and related functional capacities, educational achievements, work experience, vocational aptitudes, personal and social adjustments, and employment opportunities of the individual, and the medical, psychiatric, psychological, and other pertinent vocational, educational, cultural, social, recreational, and environmental factors that affect the employment and rehabilitation needs of the individual;

(4) To the degree necessary, an appraisal of the patterns of work behavior of the individual and services needed for the individual to acquire occupational skills, and to develop work attitudes, work habits, work tolerance, and social and behavior patterns necessary for successful job performance, including the use of work in real job situations to assess and develop the capacities of the individual to perform adequately in a work environment; and

(5) Referral, where appropriate, for assistive technology services to assess and develop the capacities of the individual to perform in a work environment.

Ed 1005.07 Referral for Assessment Services.

(a) After a review of existing information, if additional information is needed, the NHVR shall ***further assess or*** refer the individual for assessment services ~~conducted by an agency other than NHVR.~~

(b) When referring for assessment services, the NHVR counselor shall provide necessary information, through the most appropriate communication mode for the individual, which focuses on the individual's unique vocational needs. The referral shall include relevant background information about the individual's disability, previous education and work experience, available pertinent records, and existing reports, as appropriate.

(c) The NHVR counselor shall prepare the individual for the assessment in advance.

(d) The NHVR counselor shall assist the individual in understanding the findings and develop a plan.

PART Ed 1006 ELIGIBILITY FOR SERVICES

Ed 1006.01 Eligibility. In addition to the requirements under 34 CFR 361.42 the following shall apply when determining eligibility and an individual's priority under an order of selection for services:

(a) A person requires vocational rehabilitation services when the individual, because of the substantial impediment to employment caused by their disability, cannot achieve an employment outcome consistent with an individual's employment factors without receiving vocational rehabilitation services. The services ~~provided~~ ***identified*** shall be essential and necessary to overcome the barriers to employment which are the direct result of the person's disability;

(b) The counselor shall consider the following circumstances when determining if the individual requires NHVR services to reach an employment outcome:

(1) The individual has transferable skills, which are consistent with the individual's employment factors, but the individual's disability prevents him or her from using those transferable skills to prepare for, secure, retain, advance in or regain employment;

(2) The individual cannot access services that will allow him or her to achieve an employment outcome without vocational rehabilitation services;

(3) The individual lost a job because of his or her disability, and this prevents him or her from finding other employment; and

(4) The individual needs to pursue another job or career because the current position is contraindicated to the disability;

(c) For purposes of an assessment for determining eligibility and vocational rehabilitation needs under 34 CFR 361.42(a):

~~(2I);~~ ~~a~~An individual shall be presumed to ~~have a goal of~~ *benefit in terms of* an employment outcome; *and*

(2) Any individual who has been determined eligible for social security benefits because of the individual's disability shall be presumed eligible for vocational rehabilitation services and considered an individual with a significant disability pursuant to 34 CFR 361.42(a)(3).

(d) A determination of eligibility shall not constitute a guarantee of the provision of specific services or of NHVR's financial support.

(e) The NHVR shall inform individuals, through its application process for vocational rehabilitation services, that individuals who receive services under the program shall intend to achieve an employment outcome.

(f) The applicant's completion of the application process for vocational rehabilitation services shall be sufficient evidence of the individual's intent to achieve an employment outcome, and no additional demonstration on the part of the applicant shall be required for purposes of satisfying Ed 1010.04(e).

(g) Nothing in this section shall be construed to create an entitlement to any vocational rehabilitation service.

Ed 1006.02 Employment Factors.

(a) The NHVR counselor shall begin the eligibility process with the presumption that the individual can benefit from vocational rehabilitation services in terms of an employment outcome.

(b) Eligibility for services shall be determined in relationship to the individual's need for services to achieve an employment outcome consistent with the individual's employment factors as described in (d) below.

(c) Employment factors shall be assessed, documented, and considered together when determining eligibility and planning services, relying on existing information available from the individual and other sources, as well as situational assessments where appropriate. One employment factor alone shall not outweigh the other factors and each factor shall be balanced with the other components when assessing eligibility or planning for services.

(d) Employment factors shall be assessed and documented in the following categories:

(1) Strengths as demonstrated by the individual's positive attributes or inherent expertise related to an employment field such as intellectual aptitude, motivation, talents, work and volunteer experience, work skills, work-related hobbies and transferable life skills;

(2) Resources as demonstrated by the individual's sources of available support, including financial, social, information, and technological, on which the person can rely to prepare for

and meet employment objectives. These resources could be available from the individual, the family, or other community or public sources;

(3) Priorities as demonstrated by the individual's consistency with and relationship to employment-related preferences, based on informed choice among available options;

(4) Concerns as demonstrated by the individual's employment-related issues that need to be considered in vocational planning such as financial, self-sufficiency, medical, residential, transportation and family considerations;

(5) Abilities as demonstrated by the individual's existing physical, mental, or functional capacity to successfully engage in employment through natural aptitude or acquired proficiency;

(6) Capabilities as demonstrated by the potential for an individual to develop the skills necessary for employment through the provision of vocational rehabilitation services;

(7) Interests as demonstrated by occupational areas on which an individual has focused special attention; and

(8) Informed choice as demonstrated by the active involvement of participants contributing to the success of and satisfaction with their employment goals in the selection of a long-term employment outcome, rehabilitation objectives, and vocational rehabilitation services including assessment services and service providers.

Ed 1006.03 Trial Work Experiences for Individuals with Significant Disabilities.

(a) Before an individual is determined unable to benefit from vocational rehabilitation services because of the severity of the individual's disability, the NHVR counselor shall explore the individual's abilities, capabilities, and capacity to perform in work situations through trial work experiences;

(b) A trial work experience shall assess individuals with most significant disabilities by providing an opportunity to demonstrate their potential capacities through real work experiences;

(c) The trial work experiences shall provide an opportunity for a variety of experiences with on-the-job supports and training, including assistive technology, except when determined not appropriate for an individual to participate in such experience;

(d) If a trial work experience is not appropriate for an individual, the vocational rehabilitation counselor shall document in the case record the circumstances for that determination;

(e) The results of the trial work experience shall be used demonstrate that the individual can benefit from services or it shall enable the NHVR counselor to determine with clear and convincing evidence that the applicant cannot benefit from vocational rehabilitation services in terms of an employment outcome;

(f) NHVR counselors shall enlist community rehabilitation providers through vocational assessments that include a situational assessment, community-based workplace assessments, work try-outs, and supported employment as a means to provide the required trial work experiences;

(g) NHVR counselors shall have a high degree of certainty before concluding that a person is incapable of benefiting from vocational rehabilitation services, and there shall be clear and convincing

evidence for the conclusion. For purposes of this rule, clear and convincing evidence shall mean that no employment outcome is possible considering information from the trial work experience and more than one opinion considered and utilized as evidence; and

(h) A written plan for the trial work experience shall be outlined in the record of services that describes the services necessary to determine eligibility. Only services to determine eligibility or to determine the existence of clear and convincing evidence that the individual is incapable of benefiting ~~from~~ *in terms of* an employment outcome because of the severity of the disability shall be provided during a trial work experience. The written plan shall include the expected duration of services, identification of the service provider, and how the experience will contribute to the determination of the individual's eligibility.

Ed 1006.04 Timeline for Determining Eligibility.

(a) Pursuant to 34 CFR 361.41(b), an eligibility determination shall be made within 60 days of applying for services, as pursuant to Ed 1004.01(i) unless there are exceptional or unforeseen circumstances, or a trial work experience is necessary;

(b) When eligibility cannot be determined within 60 days, as stated in (a) above, NHVR staff shall reach an agreement with the applicant to extend the 60-day time limit. The applicant shall be informed of:

- (1) The reasons for the delay and the steps necessary to reach an eligibility determination; and
- (2) A date for which eligibility shall be determined;

(c) If the determination will be delayed beyond the projected date, staff shall work with the applicant to resolve any impediments. A new projected date for eligibility determination shall be based on the anticipated time frame to collect the necessary information;

(d) If an agreement to extend the timeline for determination cannot be achieved one of the following shall apply:

- (1) If the delay is not due to the individual's refusal to provide information, but rather to the individual's unavailability to provide additional information or participate in additional assessment for determining eligibility, the case shall be closed pursuant to 1003.03(d), and the individual shall be fully informed of his or her right to an administrative review, mediation and impartial hearing and assistance as described in Ed 1021;
- (2) If the delay is due to the individual declining to provide additional information or participate in additional assessment activities after initial documentation is received, the eligibility decision shall be made as quickly as possible and the individual shall be fully informed of his or her right to an administrative review, mediation and impartial hearing and assistance as described in Ed 1021; or
- (3) If the delay is due to the individual's refusal to provide information, the case shall be closed pursuant to 1003.03(d), and the individual shall be fully informed of his or her right to an administrative review, mediation and impartial hearing and assistance as described in Ed 1021.

Ed 1006.05 Eligibility Determination. Except as provided in Ed 1006.04(b) through (d), within 60 days of an individual's application for services pursuant to Ed 1004.01(g) NHVR shall notify the individual regarding eligibility as follows:

(a) When sufficient information and documentation exists to determine eligibility, that the applicant is eligible for services, and planning for services continues;

(b) When eligibility cannot be determined because of the severity of the person's disability, that a written plan shall be developed for the services to be provided during a trial work experience to determine if the individual can benefit from NHVR services;

(c) When sufficient information and documentation exists to determine that the applicant *is not eligible for services because NHVR has documented that the individual:*

- (1) Does not have a disability;
- (2) Does not have a substantial impediment to employment;
- (3) Is unable to benefit from vocational rehabilitation services in terms of an employment outcome because of the severity of the disability, justified by clear and convincing evidence demonstrated by a trial work experience pursuant to Ed 1006.03; or
- (4) Does not require services.

Ed 1006.06 Provisions of an Ineligibility Determination. NHVR shall comply with 34 CFR 361.43 when making an ineligibility determination *as described in Ed 1006.05(c)*.

Ed 1006.07 Closure without Eligibility Determination. Pursuant to 34 CFR 361.44 the NHVR shall not close an applicant's record of services prior to making an eligibility determination unless the applicant declines to participate in, or is unavailable to complete, an assessment for determining eligibility and priority for services, and the NHVR has made a minimum number of 2 attempts to contact the applicant or, if appropriate, the applicant's representative to encourage the applicant's participation.

PART Ed 1007 SIGNIFICANCE OF DISABILITY

Ed 1007.01 Significance of Disability Categories.

(a) NHVR shall assign and track levels of significance of disabilities to ensure vocational rehabilitation services for individuals with significant disabilities, and, when NHVR is unable to provide vocational rehabilitation services to all eligible individuals, establish priority categories to enable NHVR to transition services when an order of selection is necessary.

(b) The NHVR counselor shall identify an individual as having a most significant, significant, or less significant disability using existing information without delaying the eligibility decision based on criteria including, but not limited to:

- (1) The individual's functional capacities;
- (2) The services needed to reduce the impact of disability-related limitations; and

(3) The duration of the rehabilitation services required for the individual to achieve an employment outcome.

(c) Significance of disability shall not be based on a specific diagnosis or disability and the determination may be changed any time NHVR becomes aware of additional relevant information consistent with the requirements of Ed 1007.02 during the life of the case.

(d) Significance of disability shall be categorized as follows:

- (1) Individuals with a most significant disability as defined in Ed 1002.01(e);
- (2) Individuals with a significant disability as defined in 34 CFR 361.5(30); and
- (3) Individuals without a *less* significant disability.

Ed 1007.02 Determining Significance of Disability.

(a) Significance of disability shall be determined by reviewing the following 3 criteria:

- (1) Serious ~~limitations~~ **impairments** to functional capacity **limitation areas**;
- (2) More than one rehabilitation service required to reduce the impact of limitations on employment; and
- (3) Duration of services for 6 months or more.

(b) The following shall apply to serious functional limitations:

- (1) “Serious limitation” means a reduction, due to a severe physical or mental impairment, to the degree that the individual requires services or accommodations not typically made for other individuals in order to prepare for, enter into, engage in, advance in, or retain competitive integrated employment; and
- (2) Functional capacities to be considered shall include, but not be limited to:
 - a. Mobility which shall refer to a person’s ability to move to and from work or within a work environment including walking, climbing, coordination, accessing and using transportation, and use of spatial and perceptual relationships;
 - b. Communication which shall refer to a person’s ability to transmit and receive information through spoken, written, or other non-verbal means;
 - c. Self-care which shall refer to a person’s ability to perform activities of daily living, to participate in training or work-related activities, including eating, toileting, grooming, dressing, cooking, shopping, washing, housekeeping, financial management, and health and safety needs;
 - d. Self-direction which shall refer to a person’s ability to independently plan, learn, reason, problem solve, memorize, initiate, organize, and make decisions in order to allow individuals to assimilate information and learn specific skills related to job functions;

e. Interpersonal skills which shall refer to a person's ability to establish and maintain personal, family, or community relationships as the skills affect job performance;

f. Work tolerance which shall refer to a person's capacity to meet the demands of the workplace regardless of the work skills already possessed by the individual and where limitations may be due to physical disability, stamina and fatigue, effects of medication, or psychological factors;

g. Motor skills which shall refer to a person's purposeful movement and control of the body and its members to achieve specific results to the degree necessary to get and keep a job; and

h. Work skills which shall refer to a person's ability to perform specific tasks required to carry out job functions, the capacity to benefit from training in the necessary skills, and the capacity to practice the work habits needed to stay employed.

(c) Only those services that are necessary, as a direct result of the disability, shall be included in the determination of the significance of disability, including without limitation:

- (1) Agency provided services;
- (2) Assistive technology or rehabilitation technology;
- (3) Job or training accommodations other than assistive technology;
- (4) Job-related services or community rehabilitation program (CRP) services;
- (5) Physical restoration services, mental restoration services, or both;
- (6) Reader, rehabilitation technology, and orientation and mobility for individuals who are blind;
- (7) Supported employment; and
- (8) Vocational or college training, *or equivalent as determined by NHVR*;

(d) Assessment services, counseling and guidance, and job placement services are required by all individuals to meet a specific employment outcome, and can be provided by others as comparable benefits and services, but shall not be considered when determining significance of disability.

(e) A determination that services will be required for an extended period of time shall be made when required services are expected to last six or more months after eligibility is determined.

(f) An individual who has a disability and is receiving supplemental security income (SSI) or social security disability insurance (SSDI) benefits, as determined by the social security administration (SSA), shall be presumed to have at least a significant disability, *as described in Ed 1006.01(c)*. Further review by the NHVR counselor of the individual's functional capacities may result in a determination that the individual has a most significant disability and changes to disability designation may occur any time additional information becomes available.

PART Ed 1008 INDIVIDUALIZED PLAN FOR EMPLOYMENT

Ed 1008.01 Individualized Plan for Employment (IPE); Generally.

(a) The IPE shall contain a written plan consistent with the requirements of 34 CFR 361.45(d)(2)(i), to include the steps that shall measure progress toward the employment outcome.

(b) The IPE shall outline how the individual shall achieve a specific employment outcome in accordance with 34 CFR 361.45(b)(2).

(c) The individual shall be informed of his or her rights and responsibilities and the steps necessary to achieve an employment outcome during the process of developing the IPE.

(d) The NHVR counselor and the eligible individual shall agree on the criteria to evaluate progress toward the employment outcome.

Ed 10408.1302 Content of the Individualized Plan for Employment Timelines for IPE Development.

(a) The IPE shall be developed as soon as possible, within 90 days of the determination of eligibility pursuant to Ed 1006.

(b) If the NHVR counselor anticipates the IPE development will be delayed, the eligible individual shall be informed of, and the NHVR counselor shall document in the record of services, the:

- (1) Reasons for the delay;
- (2) Steps necessary to complete the development of the IPE;
- (3) Date for which the IPE shall be completed; and
- (4) Completion of the “IPE Extension Form”, August 2020;

Ed 1008.03 Basic Requirements of the IPE.

(a) The eligible individual and the counselor shall develop the IPE based on results of the planning that began during the assessment for determining eligibility pursuant to Ed 1005 and Ed 1006.

(b) An approved IPE shall confirm the agreement between the individual and the counselor regarding the employment outcome and the VR services necessary to achieve that goal as follows:

- (1) The IPE shall be agreed to and signed by the eligible individual and reviewed, approved, and signed by the counselor or supervisor before implementation of the IPE;
- (2) Any amendments to the individual’s employment outcome, services provided, provider of services, or ~~increase~~ **change** in the cost of services shall be considered a substantive or major change to an individual’s IPE and shall be agreed to and signed as outlined in (1) above;
- (3) To the maximum extent possible, a written copy of the IPE, including any amendments, shall be provided to the individual in the native language or mode of communication of the individual; and

(4) The IPE shall be reviewed as often as necessary, but shall be reviewed at least annually by the individual and the counselor.

Ed 1008.04 Contents of the IPE. In addition to the requirements of 34 CFR 361.45, the following shall apply to the contents of an IPE:

(a) NHVR shall comply with the provisions of 34 CFR 361.46 in developing the content of the IPE, except that the NHVR shall not fund or assist in the funding of intensive hospitalization or surgery including, but not limited to, organ or bone marrow transplantations pursuant to Chapter 252:2 of the laws of 1993;

(b) The IPE shall contain information necessary for an individual to understand their rights, responsibilities, expected actions, service(s), service provider(s), and criteria to evaluate progress toward reaching the employment outcome, including:

- (1) The employment outcome of the eligible individual based on assessments described in Ed 1005;
- (2) Specific vocational rehabilitation services required and agreed to by the individual and the counselor to achieve the employment outcome including the start and end dates for each service;
- (3) A description of criteria to evaluate progress toward achievement of the employment outcome such as timelines and a description of the steps or benchmarks to be reached by such timelines;
- (4) The service provider(s);
- (5) An explanation of the extent to which the individual and family shall contribute to the cost of services and the extent to which comparable benefits and services shall be available to the person receiving services;
- (6) The responsibilities of the individual and the counselor to implement the IPE, such as the individual maintaining a particular attendance pattern during training, or contacting the counselor on an agreed upon schedule;
- (7) Post-employment services that the individual shall need once employed;
- (8) Information regarding the individual's rights and how to express and resolve any dissatisfaction through due process as described in Ed 1021; and
- (9) Information regarding the availability of the local *Client Assistance Program* (CAP).

Ed 1008.05 Options for Development of the IPE. In accordance with 34 CFR 361.45(c)(1), the following applies to the options for development of the IPE:

(a) As soon as possible after determining eligibility, not to exceed 15 business days, the individual shall be notified in writing of the options available to the eligible individual for developing all or part of the IPE;

(b) The individual may combine any of the options, and take on a greater degree of responsibility for the IPE, or receive increased assistance from NHVR over the course of time;

(c) The individual shall choose one or more of the following methods to develop the IPE:

(1) Without assistance from NHVR;

(1) With assistance from a NHVR counselor; and

(2) With technical assistance from other sources such as independent living centers, school guidance counselors, parents, friends, or community rehabilitation programs, which shall include the organizations and individuals receiving a copy of the IPE.

(d) Regardless of the option chosen in (b) above, the counselor shall be responsible for reviewing and approving all IPEs, including any proposed changes, and shall provide counseling and guidance to the eligible individual.

(e) The individual shall be informed of:

(1) The required content or components of the IPE;

(2) The requirement that the counselor shall review and approve the IPE and that the IPE shall be signed by both the counselor and the eligible individual prior to implementation;

(3) The financial commitments for the services in the IPE, including information about NHVR administrative rules on economic need, comparable benefits, and service purchase;

(4) Additional information the eligible individual requests or NHVR determines to be necessary to complete an IPE;

(5) The rights and responsibilities of the individual in carrying out the IPE, including remedies available through due process pursuant to Ed 1021; and

(6) The availability of the CAP and how to contact the CAP provider.

Ed 1008.06 Counseling and Guidance During IPE Development.

(a) The counselor shall facilitate the development of the IPE by engaging the eligible individual through counseling and guidance to identify the employment outcome and the steps and services needed to reach that goal.

(b) The counselor shall be responsible for reviewing and approving all IPEs, including any proposed changes.

(c) NHVR shall be responsible for coordinating and monitoring the services provided under the IPE.

(d) When jointly developing the IPE with the eligible individual, the counseling and guidance shall focus on options including, but not limited to:

- (1) Exploring the impact of the disability and options and resources which ~~can~~ allow the individual to achieve an employment outcome;
- (2) Engaging in assessment activities that identify the individual's rehabilitation needs and help the individual make informed choices about employment options and the employment outcome;
- (3) Using current labor market information to help identify a potential employment outcome;
- (4) Identifying an employment goal consistent with abilities, interests, rehabilitation goals and labor market information;
- (5) Developing positive employment attitudes and behaviors;
- (6) Explaining services available through various community resources;
- (7) Identifying needed services and coordinating referrals as appropriate;
- (8) Developing job-seeking and networking skills; and
- (9) Monitoring post-employment adjustment to determine need for additional services.

Ed 1008.07 Secondary Students with Disabilities.

(a) Students with disabilities shall be referred to NHVR by school districts when the school's assessment and planning process concerning the individual indicates that NHVR services shall be necessary for the students to successfully achieve employment, either immediately upon leaving school or following additional vocational training, postsecondary education, or other services.

(b) For students with disabilities who are not receiving special education services, NHVR staff shall work with school guidance counselors, nursing staff, or section 504 coordinators for appropriate referrals.

(c) Parents and students may directly apply for services from NHVR without a referral from the school.

(d) For students with disabilities receiving special education services who are determined eligible for vocational rehabilitation services, IPEs shall be developed prior to their exiting the secondary program, or within 90 days of eligibility determination, whichever occurs first.

(e) Students not already assessed, or with an incomplete assessment, by the student's special education team shall require assessment services prior to identifying an employment outcome and determining the specific vocational rehabilitation services in an IPE. In these circumstances, the NHVR counselor shall document the specific assessment activities and services conducted to develop the IPE and how this will affect the timeframe for IPE development.

(f) NHVR staff shall take the following steps in developing an IPE for a secondary student with disabilities:

- (1) NHVR staff shall review school information and reports to determine if there is transition information contained in the student's IEP, and if appropriate, include the information in the IPE, including, but not limited to:

- a. Assessment information;
- b. Employment outcome; and
- c. A description of vocationally-related services;

(2) The IPE shall reflect NHVR funded services when they contribute to the achievement of a post-school employment goal and are coordinated with the student's educational plan. The counselor shall determine that these services shall be required to enable the individual to achieve the post-school employment goal and that those specific NHVR services shall not be the program or fiscal responsibility of the school district; and

(3) The results of the planning by NHVR shall be made available to the school liaison, with a signed release of information from the parent or adult student, pursuant to Ed 1003. The NHVR shall ~~ensure~~ *request* the student's IEP contains school services that will contribute to the success of the student's plan.

Ed 1008.08 IPE and Supported Employment. For individuals with the most significant disabilities for whom an employment outcome in a supported employment setting is determined to be appropriate, the IPE shall also include the following:

- (a) A description of the extended services needed, including natural supports when necessary;
- (b) The source of extended services, or if not possible during the development of the IPE, an explanation of why there is a reasonable expectation that such sources shall be available; and
- (c) Coordination of NHVR services with vocationally-relevant services provided under other individualized plans under related federal or state programs, which shall be documented in the record of services.

Ed 1008.09 IPE Documentation Requirements. The following areas shall be documented in the case note, and the NHVR shall indicate any opportunities that the individual was afforded to exercise informed choice pursuant to Ed 1013:

- (a) Employment outcome development, including, but not limited to:
 - (1) The employment outcome selected by the individual in developing the IPE;
 - (2) The rationale for that goal, based on the employment factors, as describe in Ed 1006.02;
 - (3) The results of assessment services;
 - (4) The alternatives considered by or with the individual;
 - (5) If applicable, the coordination with the individual education program (IEP), or if coordination with the IEP cannot be realized in the IPE, the case note shall contain the reason;
 - (6) The level of integration in the employment outcome; and

- (7) Discussion of rehabilitation technology, accommodations, support services, and transportation considerations pursuant to Ed 1006 and Ed 1007;
- (b) Service options, including, but not limited to:
- (1) The rationale that describes why the planned services are required to reach the employment outcome;
 - (2) Vocational rehabilitation services;
 - (3) The cost effectiveness of the service selected;
 - (4) Service providers;
 - (5) The level of integration in the settings in which services shall be provided;
 - (6) The need for extended services; and
 - (7) The need for post-employment services;
- (c) Comparable benefits that indicate the availability of resources that shall be used to help pay the costs of vocational rehabilitation services;
- (d) An indication of the result of, or the exemption from, the financial need determination when services are to be provided contingent on financial need as described in Ed 1006;
- (e) Impact on financial benefits, including, but not limited to:
- (1) A description of the availability of benefits counseling, work incentive planning and advisement resources, and the option for referral to these programs, as needed, concurrent with the implementation of the IPE;
 - (2) Employment earnings that may have an impact on supplemental security income (SSI), social security disability insurance (SSDI), temporary assistance for needy families (TANF), medicaid, medicare, housing subsidies, and other public benefits; and
 - (3) The availability of work incentive programs, including, but not limited to social security trial work period and on-going medicaid coverage; and
- (f) The need for the provision of assistive technology devices, assistive technology services, and personal assistance services, including training in the management of those services.

Ed 1008.10 Preparing the Original IPE.

- (a) The original IPE shall be completed based on the existing information and comprehensive assessment that identifies the employment outcome and the nature and scope of NHVR services.
- (b) The IPE, or explanation of the IPE, shall be provided in the primary language or mode of communication of the eligible individual.

(c) When completing the “New Hampshire Vocational Rehabilitation Individualized Plan for Employment” form, revised August 2020, the NHVR counselor shall adhere to the following guidelines:

- (1) The original IPE date shall be on or after the eligibility date, and on or before the start of services;
- (2) The employment outcome shall be as specific as possible;
- (3) The anticipated month and year the eligible individual is expected to reach the employment outcome shall include the 90-day employment period prior to case closure;
- (4) Planned services shall be discussed with the eligible individual and all *known* services that the individual needs during the rehabilitation process shall be included in the IPE;
- (5) For supported employment services, the extended services provider and the funding source shall be entered on the IPE if known at the time. If a provider cannot be identified by the time the document is to be signed, but there is a reasonable expectation that such a provider will become available, then a description of the basis for concluding that there is a reasonable expectation that those sources will become available shall be documented in the IPE;
- (6) The services section shall contain specific information about the individualized vocational rehabilitation services, including support services such as transportation, interpreter services, and note taker services that shall be required to reach the employment outcome. All services shall be provided, as appropriate, in the most integrated setting.
- (7) Vocational rehabilitation services or support services shall include:
 - a. Those provided directly by NHVR staff, such as counseling and placement services;
 - b. Those authorized to service providers;
 - c. Those received by the individual as a comparable benefit; and
 - d. Those received by the individual through other organizations such as independent living centers, community rehabilitation programs, mental health clinics, or other treatment services when they are necessary for the successful completion of the IPE;
- (8) Identification of services on the IPE shall include:
 - a. The specific vocational rehabilitation or support service;
 - b. The service provider;
 - c. The start and end dates of the service;
 - d. NHVR responsibility, or the estimated amount NHVR shall be responsible for;
 - e. The ~~actual~~ amounts ~~known~~ of comparable benefits;

f. Individual responsibility after the financial needs assessment and comparable benefits and services are determined; and

g. The estimated cost of services;

(9) Criteria to evaluate progress shall be clearly stated and outlined as steps in the IPE. Each step shall specify a behavior or action and the evaluation criteria for that step. An expected date of completion for each step shall not be required, except that eligible individual responsibilities, such as “participate in treatment services” or “advise your counselor of any change of medication” shall be itemized; and

(10) The rights and responsibilities section of the IPE shall contain preprinted information regarding both the individual and NHVR’s role in achieving the IPE and shall include information concerning the CAP, administrative reviews, mediation, and impartial hearings.

Ed 1008.11 Reviewing the IPE.

(a) The IPE shall be reviewed at least annually.

(b) The eligible individual or the NHVR counselor may initiate a review of the IPE at any time.

(c) The results of any review shall be recorded in the “Plan Review Form”, revised August 2020.

(d) If changes are initiated following a review, those changes shall be recorded in an amendment to the IPE pursuant to Ed 1008.12.

(e) At least 30 days prior to the date of the annual review, the NHVR counselor shall communicate with the individual to schedule an IPE review.

Ed 1008.12 Changes to the IPE.

(a) Changes to the IPE shall occur at any time when agreed to by the eligible individual and the NHVR counselor.

(b) All changes shall be documented in the record of services by completing IPE form referenced in Ed 1008.10(c) or the “New Hampshire Vocational Rehabilitation Amendment-Individualized Plan for Employment” form, revised August 2020.

(c) A case note shall be completed to indicate how the individual was involved in developing the changes.

(d) When making changes to the IPE, the individual has the same options enumerated in Ed 1008.05(b).

(d) Major changes to an IPE shall include, but not be limited to:

(1) A change in the employment outcome, which may affect a change in the anticipated date of employment which shall be modified accordingly;

(2) An increase in the level of individual participation in the cost of services, if, as a result of a change in the IPE, the total expenditure that the individual is expected to contribute

increases over the amount the individual contributed to the original IPE, or most recent major change if applicable;

(3) New services being added to the IPE; and

(4) A new provider of services.

(e) Minor changes to an IPE shall include, but not be limited to:

(1) Service start or end dates;

(2) The anticipated date of employment;

(3) The evaluation progress section of the IPE, which shall include the criteria to evaluate progress and any relevant individualized responsibilities;

(4) The types of services that the individual may need; and

(5) An increase in the cost of an authorized service that does not increase the level of the individual's participation in the cost of services.

Ed 1008.13 IPE Approvals and Signatures.

(a) The NHVR counselor shall review and evaluate the proposed IPE and proposed changes to an IPE.

(b) The NHVR counselor shall evaluate the IPE to ensure:

(1) The employment outcome is consistent with the individual's employment factors;

(2) The plan to reach the goal is feasible;

(3) Services are required to reach the employment outcome;

(4) Services are cost effective; and

(5) NHVR policies and procedures are followed.

(c) If the IPE development is approved, NHVR shall prepare an original IPE as referenced in Ed 1008.10(c) or revised IPE as described in Ed 1008.12(b).

(d) Supervisory approval shall be required on the IPE if the IPE:

(1) Is developed by a NHVR counselor I;

(2) Includes services that require supervisory approval such as, but not limited to:

a. Graduate school training; or

b. Plans for self-employment; or

(3) Requires supervisory approval based on a plan for supervision.

(e) Once approved, the forms referenced in Ed 1008.10(c) and Ed 1008.12(b) for major changes shall be signed by the counselor and supervisor, as required, and the individual.

(f) The individual shall be provided with a copy of the signed forms referenced in (e) above within 10 days of the individual signing the document.

(g) The referenced in Ed 1008.10(c) and 1008.12(b) shall be signed by both the individual and the NHVR counselor and supervisor, as required, before the initiation of services, except in an emergency situation where the NHVR counselor determined a delay in obtaining a signature would cause a significant delay in services.

Ed 1008.14 Record of Services. The NHVR shall maintain for each applicant and eligible individual a record of services that complies with the provisions of 34 CFR 361.47.

PART Ed 1009 ORDER OF SELECTION ~~FOR SERVICES~~

Ed 1009.01 Determination, Establishment, and Implementation. The provisions under 34 CFR 361.36 shall be used to determine the ability to serve all eligible individuals or an order of selection in addition to the following:

(a) NHVR shall comply with the provisions of 34 CFR 361.36 to either:

(1) Provide the full range of vocational rehabilitation services listed in 29 U.S.C. 723(a), as appropriate, to all eligible individuals; or

(2) In the event that vocational rehabilitation services cannot be provided to all eligible individuals who apply for the services, implement the order of selection established in (e) below in selecting eligible individuals to be provided vocational rehabilitation services;

(b) The NHVR shall consult with the state rehabilitation council established under 34 CFR 361.16 and meeting the requirements of 34 CFR 361.17 regarding the:

(1) Need to establish an order of selection;

(2) Priority categories of the particular order of selection;

(3) Criteria for determining individuals with the most significant disabilities; and

(4) Administration of the order of selection

(c) If the NHVR determines that it does not need to establish an order of selection, the ~~bureau~~ **NHVR** shall reevaluate this determination in accordance with 34 CFR 361.36(b)(2);

(d) If NHVR establishes an order of selection, but determines that it does not need to implement that order at the beginning of the fiscal year, NHVR shall continue to meet the requirements of Ed 1009.01(c). If the NHVR does not continue to meet the requirements of Ed 1009.01(c) it shall implement the order of selection by closing one or more priority categories;

(e) If, in accordance with 34 CFR 361.36, the NHVR determines that it is unable to provide the full range of services to all eligible individuals, the NHVR shall implement an order of selection for eligible individuals according to the following priority categories:

- (1) Priority one shall include individuals determined eligible for services prior to the effective date of the implementation of the order of selection in accordance with 34 CFR 361.36(e)(3)(i), and individuals determined eligible for services after the effective date of the implementation of the order of selection and who are individuals with a most significant disability;
- (2) Priority 2 shall include individuals with a significant disability; and
- (3) Priority 3 shall include all other eligible individuals who do not have a significant disability;

(f) NHVR shall provide services to individuals who require specific services or equipment to maintain employment.

(g) NHVR shall continue to provide pre-employment transition services to students with disabilities who were receiving such services prior to being determined eligible for vocational rehabilitation services.

Ed 1009.02 Referring Individuals Under an Order of Selection. The NHVR shall comply with 34 CFR 361.37 to implement an information and referral system adequate to ensure that individuals with disabilities, including eligible individuals who do not meet the NHVR's order of selection criteria for receiving vocational rehabilitation services if the NHVR is operating on an order of selection, shall be provided accurate vocational rehabilitation information and referral guidance.

PART Ed 1010 COMPARABLE SERVICES AND BENEFITS

Ed 1010.01 Comparable Services and Benefits.

(a) NHVR shall comply with the provisions of 34 CFR 361.53 in the determination and use of comparable services and benefits.

(b) Comparable benefits and services shall be:

- (1) Provided or paid for, in whole or in part, by other federal, state, or local public agencies, by health insurance, or by employee benefits;
- (2) Available to the individual at the time needed to achieve the intermediate objectives in the IPE; and
- (3) Commensurate to the services that the individual would otherwise receive from NHVR.

(c) NHVR shall determine whether comparable benefits and services are available to an individual prior to paying for all vocational rehabilitation services, excluding only those services and circumstances listed as exceptions in (g) below. NHVR staff and participants shall seek comparable benefits and services in order to maximize the vocational rehabilitation resources available to individuals with disabilities. If an individual refuses to apply for or accept available comparable benefits, NHVR funds shall not be substituted.

(d) Prior to initiating comparable benefits and services, the NHVR staff shall the following:

(1) If the determination of the availability of comparable services and benefits would delay services to an individual who is at extreme medical risk, as determined by an appropriate licensed medical professional; and

(2) If an immediate job placement would be lost due to a delay in the provision of such comparable benefits.

(e) If benefits or services are available, they shall be used prior to using NHVR funds or services;

(f) If benefits or services are not currently available or if an individual is required to initiate a new application to another program, NHVR funds shall not be used in the interim unless, in the judgment of NHVR staff in consultation with the individual, waiting for benefits would prevent the individual from achieving the intermediate objectives of the IPE;

(g) Comparable benefits shall not be required for the following exempt services:

(1) Assessment services to determine eligibility and vocational rehabilitation needs;

(2) Counseling and guidance, including information and support services to assist an individual exercising informed choice;

(3) Referral and other services to secure needed services from other agencies;

(4) Job-related services, including job search and placement assistance, job retention services, follow-up services, and follow-along services;

(5) Rehabilitation technology, including telecommunications, sensory, and other technological aids and devices; and

(6) Post-employment services as noted above in (1) through (5).

(h) If an individual is in default of a student loan, financial aid including a Pell grant shall not be available to the individual. NHVR shall be prohibited from paying for any training or related services at a post-secondary program eligible for a Pell grant, including, but not limited to, colleges and business and trade schools, for an individual who owes a refund on a grant or is in default of a student loan, unless the individual makes maximum effort to resolve the default. Maximum effort shall mean that the individual has a repayment plan, or documented correspondence attempting to set up a repayment plan, with the lending institution or grantor.

(i) In making a determination to secure comparable benefits prior to using vocational rehabilitation funds, counselors shall:

(1) Acquire at least general knowledge about the nature of services available from other sources, their eligibility criteria, and the application and appeals process;

(2) Explore with the individual all possible sources of comparable benefits and assess, through discussion with the participant, the appropriateness of pursuing specific benefits or services and the availability of such benefits;

(3) Document in the case record the participant's application for benefits or the reasons NHVR funds are being used in place of benefits; and

(4) Monitor the application of benefits and assist the individual, if necessary.

(j) Individuals also exercise initiative in exploring the availability of and in securing the comparable benefits available to them, as appropriate to their disability by:

(1) Applying in a timely manner for all comparable benefits and services which are appropriate, with counselor assistance if necessary;

(2) Accepting and use comparable benefits and services when available; and

(3) Informing the NHVR counselor of the status of any application and the receipt of denial of any comparable benefit.

PART Ed 1011 PARTICIPATION OF INDIVIDUALS IN COST OF SERVICES BASED ON FINANCIAL NEED

Ed 1011.01 Financial Needs Assessment.

(a) NHVR shall consider the financial need of eligible individuals who are planned to receive services that require a financial needs assessment pursuant to (f) below. The financial needs assessment shall be used for determining the extent of the individual's participation in the costs of vocational rehabilitation services.

(b) Although eligible individuals shall require a financial needs assessment, the services listed in (g) below shall not require a financial needs assessment.

(c) There shall be a shared responsibility between the eligible individual and the NHVR counselor in determining financial need as follows:

(1) The eligible individual shall be responsible for providing their complete and accurate personal and household financial information to the NHVR counselor, including, but not limited to:

a. Most recent federal tax return;

b. SSI/SSDI award letter;

c. Public assistance budget; and

d. Most recent pay stubs; and

(2) Pursuant to Ed 1003, the NHVR counselor shall obtain, document, maintain, and safeguard the personal and household financial information required to review the individual's financial need and to calculate the extent of their participation in the cost of services.

(d) A financial needs assessment shall be completed at least annually. A financial needs assessment shall also be conducted if there is a significant change in the eligible individual's financial situation and they are receiving a financial need-based service.

(e) The financial needs assessment shall:

- (1) Be applied uniformly to eligible individuals; and
- (2) Explain the method for determining the financial need of an eligible individual as follows:
 - a. The method shall be a review of the person's financial status; and
 - b. The method shall compare income and resources to determine the amount of monthly resources that shall be utilized for specific vocational rehabilitation services.

(f) The following services shall not be provided until the participant has been determined to meet financial need and available resources have been applied toward the cost:

- (1) All training services at college and vocational training programs, including, but not limited to, tuition, room and board, required fees, and required textbooks and materials;
- (2) Physical and mental restoration;
- (3) Vocational and other training services;
- (4) Maintenance;
- (5) Driver training;
- (6) Transportation, except during evaluation, special transportation, when used for the provision of pre-employment training services, and transportation to attend an administrative review or impartial hearing;
- (7) Vocational rehabilitation services to family members of an applicant or eligible individual if necessary to enable the applicant or eligible individual to achieve an employment outcome;
- (8) Supported employment services;
- (9) Post-employment services;
- (10) Occupational and business licenses, tools, equipment, initial stocks, and supplies;
- (11) Goods, inventory, equipment, and supplies for self-employment;
- (12) Rehabilitation technology, including vehicle modification, telecommunications, sensory, and other technological aids and devices;
- (13) Modifications to homes, vehicles, and worksites;
- (14) Transition services;
- (15) Technical assistance and other consultation services to conduct market analyses, develop business plans and otherwise provide resources, to the extent those resources are authorized

to be provided through the statewide workforce investment system, to eligible individuals who are pursuing self-employment; and

(16) All other goods and services not exempt under (g) below.

(g) ~~The following services provided by NHVR shall not~~ ***require a*** financial needs assessment ***or require the financial participation of the individual for any of the services listed in 34 CFR 361.54(c)(3)(i):***

- ~~(1) All diagnostic, evaluation, and necessary services required during evaluation;~~
- ~~(2) Training provided by approved rehabilitation facilities;~~
- ~~(3) Special transportation required by individuals with significant disabilities;~~
- ~~(4) Driver and adaptive driver evaluations;~~
- ~~(5) Reader and note-taking services;~~
- ~~(6) Attendant or personal assistant services;~~
- ~~(7) Vocational counseling, guidance, and referral services;~~
- ~~(8) Core rehabilitation services including assessment, work readiness, pre-employment transition services for students to include any needed transportation, job placement, supported employment, rehabilitation technology, benefits advisement, and other adjunct services;~~
- ~~(9) On-the-job training; and~~
- ~~(10) Any auxiliary aid or service required to participate in a vocational rehabilitation program.~~

(h) The provisions of comparability pursuant to Ed 1010 shall apply to the services listed in (g) above.

(i) Eligible individuals shall be exempt from a financial needs assessment who:

- (1) Receive public benefits, including, but not limited to:
 - a. Temporary assistance for needy families (TANF); and
 - b. Aid to the permanently and totally disabled (APTD); ***and***
- (2) Receive SSI; ~~and-or~~
- ~~(3) Receive SSDI pursuant to Ed 1006.01(c)(2).~~

(j) Eligible individuals in accordance with (i)(1) above shall be determined to meet NHVR's financial need and shall be exempt from a financial needs assessment except that NHVR shall provide funding for financial need-based services after all comparable benefits have first been applied.

PART Ed 1012 STANDARDS FOR PROVIDERS OF SERVICES

Ed 1012.01 Standards for Facilities and Providers of Services. The NHVR shall comply with the provisions of 34 CFR 361.51 regarding the standards for facilities and providers of services including accessibility of facilities, affirmative action, and special communication needs personnel.

PART Ed 1013 INFORMED CHOICE

Ed 1013.01 Informed Choice. The NHVR shall comply with the provisions of 34 CFR 361.52 to assist applicants and recipients of services in exercising informed choice throughout the rehabilitation process.

PART Ed 1014 SEMI-ANNUAL AND ANNUAL REVIEW

Ed 1014.01 Semi-Annual and Annual Review. The NHVR shall comply with the provisions of 34 CFR 361.55 and Ed 1008.11 when conducting semi-annual and annual reviews.

PART Ed 1015 REQUIREMENTS FOR CLOSING THE RECORD OF SERVICES OF AN INDIVIDUAL WHO HAS ACHIEVED AN EMPLOYMENT OUTCOME

Ed 1015.01 Closing the Record of Services. The record of services of an individual who has achieved an employment outcome shall be closed only if all the requirements of 34 CFR 361.56 are met to include employment outcome achieved, employment outcome maintained, satisfactory outcome, and post-employment services.

PART Ed 1016 SUPPORTED EMPLOYMENT SERVICES PROGRAM

Ed 1016.01 Purpose. The purpose of Ed 1015~~6~~ is to develop and implement a collaborative program with appropriate entities, consistent with state and federal law, to provide a program of supported employment services for individuals with the most significant disabilities who require supported employment services to enter or retain competitive employment.

Ed 1016.02 Definitions. Except where the context makes another meaning clear, terms incorporated in 34 CFR 363.6 and ~~the following words have the meaning indicated when used in Ed 10156~~ shall have the same meaning.

Ed 1016.03 Eligibility for Services. In order to be considered for services under the state supported employment services program, an individual shall:

(a) Be eligible for vocational rehabilitation services in accordance with the provisions of 34 CFR 361.42 and Ed 1006;

(b) Be an individual with the most significant disabilities pursuant to Ed 1007; and

(c) Have supported employment identified as the appropriate rehabilitation objective for the individual on the basis of a comprehensive assessment of rehabilitation needs, including an evaluation of rehabilitation, career, and job needs.

Ed 1016.04 Authorized Activities. Activities authorized by the state supported employment services program shall include the following:

(a) A particularized assessment that is needed to supplement the assessment for determining eligibility and vocational rehabilitation needs done under 34 CFR 361.42 and that is provided after the development of the IPE in accordance with 34 CFR 363.4(a);

(b) Development of and placement in jobs for individuals with the most significant disabilities; and

(c) Supported employment services that are needed to support individuals with the most significant disabilities in employment including but not be limited to the following:

(1) Intensive on-the-job skills training and other training provided by skilled job trainers, co-workers, and other qualified individuals, and other services specified in the Act, ~~29 USC 701.103(a)~~, in order to achieve and maintain job stability;

(2) Follow-up services, including regular contact with employers, trainees with the most significant disabilities, parents, guardians or other representatives of trainees, and other suitable professional and informed advisors in order to reinforce and stabilize the job placement; and

(3) Discrete post-employment services following transition that are unavailable from an extended services provider and that are necessary to maintain the job placement, such as job station redesign, repair and maintenance of assistive technology, and replacement of prosthetic and orthotic devices.

Ed 1016.05 Developing Collaborative Agreements.

(a) The NHVR shall enter into one or more written cooperative agreements or memoranda of understanding with other state agencies, private nonprofit organizations, and other available funding sources to ensure collaboration in a plan to provide supported employment services and extended services to individuals with the most significant disabilities.

(b) A cooperative agreement or memorandum of understanding shall, at a minimum, specify the following:

(1) The supported employment services to be provided by the NHVR with funds received under a federal grant for the state supported employment services program;

(2) The extended services to be provided by state agencies, private nonprofit organizations, or other sources following the cessation of supported employment services under Ed 1016;

(3) The estimated funds to be expended by the participating party or parties in implementing the agreement or memorandum; and

(4) The projected number of individuals with the most significant disabilities who will receive supported employment services and extended services under the agreement or memorandum.

Ed 1015.06 Information Collection and Reporting Requirements.

(a) The NHVR shall collect and report information as required under the Act, for each individual with the most significant disabilities served under the supported employment services program.

(b) The NHVR shall collect and report separately information for:

- (1) Supported employment clients served under the supported employment services program;
and
- (2) Supported employment clients served under Ed 1010.15 and Ed 1010.16.

Ed 1016.07 Coordinating Services and Activities. The *NHVR* shall coordinate the services provided to an individual under Ed 1015 and under Ed 1010.15 and Ed 1010.16 to ensure that the services are complementary and not duplicative.

Ed 1016.08 Transition of an Individual to Extended Services. The NHVR shall provide for the transition of an individual with the most significant disabilities to extended services no later than 18 months after placement in supported employment, unless a longer period is established in the IPE, and only if the individual has made substantial progress toward meeting the hours-per-week work goal provided for in the IPE, the individual is stabilized in the job, and extended services are available and can be provided without a hiatus in services.

Ed 1016.09 Requirements for Successfully Rehabilitating an Individual in Supported Employment. An individual with the most significant disabilities who is receiving supported employment services shall be considered to be successfully rehabilitated if the individual maintains a supported employment placement for 90 days after making the transition to extended services.

Ed 1016.10 Client Assistance Program. In accordance with the informed provisions of 1013 the NHVR shall inform applicants and recipients, or as appropriate, the parents, family members, guardians, advocates, or authorized representatives of those individuals, of the availability and purposes of the Client Assistance Program established in New Hampshire under the Act, including information on seeking assistance from that program.

PART Ed 1017 GENERAL PROVISIONS FOR INDEPENDENT LIVING SERVICES PROGRAM AND CENTERS FOR INDEPENDENT LIVING PROGRAM

Ed 1017.01 Purpose. The purpose of Ed 1017 is to provide uniform application of 45 CFR 1329 regarding state independent living services and centers for independent living.

Ed 1017.02 Definitions. Except where the context makes another meaning manifest, the terms defined in 45 CFR 1329.4 and 34 CFR 77.1 have the meaning indicated when used in Ed 1016.

Ed 1017.03 Requirements for Processing Referrals and Applications. The service provider shall adhere to the requirements of Ed 1004 for referrals and applications for IL services from individuals with significant disabilities.

Ed 1017.04 Requirements for Determining Eligibility.

(a) Before or at the same time that an applicant for IL services begins receiving IL services funded under Ed 10167, the service provider shall determine the applicant's eligibility and maintain documentation that the applicant has met the basic requirements specified in 29 USC 796b. relative to assuring that any individual with a significant disability is eligible to receive IL services.

(b) The documentation for eligibility shall be dated and signed by a staff member of the service provider.

Ed 10167.05 Requirements for Determining Ineligibility.

(a) If a determination is made that an applicant for IL services is not an individual with a significant disability, the service provider shall provide documentation of the ineligibility determination which shall be dated and signed by a staff member.

(b) The service provider shall determine an applicant to be ineligible for IL services only after full consultation with the applicant or, if the applicant chooses, the applicant's parent, guardian, or other legally authorized advocate or representative, or after providing a clear opportunity for this consultation.

(c) The service provider shall notify the applicant in writing of the action taken for the ineligibility determination and inform the applicant or, if the applicant chooses, the applicant's parent, guardian, or other legally authorized advocate or representative, of the applicant's rights and the means by which the applicant may appeal the action taken.

(d) The service provider shall provide a detailed explanation of the availability and purposes of the Client Assistance Program established in New Hampshire under the Act, ~~29 USC 701.112~~, including information on how to contact the program.

(e) If the service provider determines that the applicant can benefit from services other than IL, the service provider shall refer the applicant to other agencies and facilities, including the NHVR.

Ed 1017.06 Review of Ineligibility Determination.

(a) If an applicant for IL services has been found ineligible, the service provider shall review the applicant's ineligibility at least once within 12 months after the ineligibility determination was made and whenever the service provider determines that the applicant's status has materially changed.

(b) The review shall not be conducted in situations where the applicant has refused the review, no longer resides in New Hampshire, or their location is unknown.

Ed 1017.07 Requirements for an Independent Living Plan.

(a) Unless the individual who is to be provided IL services under Ed 1017 signs a waiver in accordance with Ed 1017.07(b), the service provider, in collaboration with the individual with a significant disability, shall develop and periodically review an IL plan for the individual in accordance with the requirements in Ed 1017.08 through Ed 1017.11.

(b) The requirements of Ed 1017.07 with respect to an IL plan shall not apply if the individual knowingly and voluntarily signs a waiver stating that an IL plan is unnecessary.

(c) Subject to Ed 1017.07(b), the service provider shall provide each IL service in accordance with the IL plan.

Ed 1017.08 Initiation and Development of an Independent Living Plan.

(a) Development of an individual's IL plan shall be initiated after documentation of eligibility under Ed 1017.04(a) and shall indicate the goals or objectives established, the services to be provided, and the anticipated duration of the service program and each component service.

(b) The IL plan shall be jointly developed and signed by a staff member of the service provider and the individual with a significant disability or, if the individual chooses, by the individual's guardian, parent, or other legally authorized advocate or representative.

(c) A copy of the IL plan, and any amendments, shall be provided in an accessible format to the individual with a significant disability that uses appropriate modes of communication consistent with the informed choice of the individual.

Ed 1017.09 Review.

(a) The IL plan shall be reviewed as often as necessary but at least on an annual basis to determine whether services should be continued, modified, or discontinued, or whether the individual should be referred to a program of vocational rehabilitation services under Ed 1010.15 and Ed 1010.16 or to any other program of assistance.

(b) Each individual with a significant disability or, if consistent with state law and the individual chooses, the individual's guardian, parent, or other legally authorized advocate or representative, shall be given an opportunity to review the IL plan and, if necessary, jointly redevelop and agree by signature to its terms.

Ed 10167.10 Coordination with Vocational Rehabilitation, Developmental Disabilities, and Special Education Programs. The development of the IL plan and the provision of IL services shall be coordinated to the maximum extent possible with any individualized:

(a) Written rehabilitation program for vocational rehabilitation services for that individual;

(b) Habilitation program for the individual prepared under the Developmental Disabilities Assistance and Bill of Rights Act, 42 USC 15001; and

(c) Education program for the individual prepared under part B of the Individuals with Disabilities Education Act 20 USC 1440, et seq., as implemented by 34 CFR 300 and 303.

Ed 10167.11 Termination of Services. If the service provider intends to terminate services to an individual receiving IL services under an IL plan, the service provider shall follow the procedures in Ed 1017.05(c)-(e) and Ed 1017.06.

Ed 1017.12 Maintaining Records for the Individual.

(a) For each applicant for IL services other than information and referral and for each individual receiving IL services other than information and referral, the service provider shall maintain a service record that includes:

(1) Documentation concerning eligibility or ineligibility for services;

(2) The services requested by the applicant or individual;

(3) Either the IL plan developed with the applicant or individual or a waiver signed by the applicant or individual stating that an IL plan is unnecessary;

(4) The services actually provided to the applicant or individual; and

(5) The IL goals or objectives:

- a. Established with the applicant or individual, whether or not in the applicant's or individual's IL plan; and
- b. Achieved by the applicant or individual.

(b) A service record for an applicant and an individual shall be maintained either electronically or in written form, except that the IL plan and waiver shall be in writing.

Ed 1017.13 Durational Limitations on Independent Living Services. The service provider shall not impose any uniform durational limitations on the provision of IL services, except as otherwise provided by federal law or regulation.

Ed 1017.14 Standards for Service Providers. In providing IL services to individuals with significant disabilities, service providers shall comply with:

- (a) The written standards for IL service providers established by the NHVR pursuant to Ed 1017; and
- (b) All applicable state or federal licensure or certification requirements.

Ed 1017.15 Personally Identifiable Information (PII). Personally identifiable information (PII) and other personal information and data shall be collected and shared pursuant to the provisions of Ed 1004.

Ed 1017.16 Review Procedures Available to Individuals.

(a) The review procedures in Ed 1021 shall be available to an individual to request and receive a timely review of any adverse decision made by the service provider concerning the individual's request for IL services or the provision of IL services to the individual.

(b) Each service provider shall inform each individual who seeks or is receiving IL services from the service provider about the review procedures required by Ed 1017.16(a). The information about the review procedures shall be in an accessible format that uses appropriate modes of communication consistent with the informed choice of the individual.

PART Ed 1018 INDEPENDENT LIVING SERVICES FOR OLDER INDIVIDUALS WHO ARE BLIND

Ed 1018.01 Purpose. The purpose of the independent living services for older individuals who are blind program is to support projects that:

- (a) Provide any of the IL services as described in 34 CFR 367.3(b);
- (b) Conduct activities that will improve or expand services for older individuals who are blind; and
- (c) Conduct activities to help improve public understanding of the problems of older individuals who are blind.

Ed 1018.02 Definitions. Except where the context makes another meaning clear, the terms defined in 34 CFR 367.5 shall have the same meaning in Ed 1018.

Ed 1018.03 Services for Older Individuals Who Are Blind. For the purposes of Ed 1018.01(a), IL services for older individuals who are blind shall include:

- (a) Services to help correct blindness including:
 - (1) Outreach services;
 - (2) Visual screening;
 - (3) Surgical or therapeutic treatment to prevent, correct, or modify disabling eye conditions; and
 - (4) Hospitalization related to these services;
- (b) The provision of eyeglasses and other visual aids;
- (c) The provision of services and equipment to assist an older individual who is blind with becoming more mobile and more self-sufficient;
- (d) Mobility training, Braille instruction, and other services and equipment to help an older individual who is blind adjust to blindness;
- (e) Guide services, reader services, and transportation;
- (f) Any other appropriate service designed to assist an older individual who is blind in coping with daily living activities, including supportive services and rehabilitation teaching services;
- (g) IL skills training, information and referral services, peer counseling, and individual advocacy training; and
- (h) Other IL services as defined in the Act, 29 USC 707(30), and as listed in 34 CFR 365.22.

Ed 1018.04 Administering the Program.

- (a) The NHVR shall administer the program in Ed 1018 in order to carry out the purposes listed in Ed 1018.01 either directly or through:
 - (1) Grants to public or private nonprofit agencies or organizations; or
 - (2) Contracts with individuals, entities, or organizations that are not public or private nonprofit agencies or organizations.
- (b) Notwithstanding Ed 1018.04(a), the NHVR may enter into assistance contracts with public or private nonprofit agencies or organizations by following the requirements in 34 CFR 366.32(e).
- (c) Notwithstanding Ed 1018.04(a), the NHVR shall not enter into procurement contracts with public or private nonprofit agencies or organizations, as provided in 34 CFR 366.32(f).

PART Ed 1019 NEW HAMPSHIRE BUSINESS ENTERPRISE PROGRAM

Ed 1019.01 Purpose. The purpose of the New Hampshire Business Enterprise Program (BEP) is to provide blind persons with remunerative employment, enlarge the economic opportunities for the blind, and stimulate the blind to strive to make them self-supporting. The department, through the BEP of the office of services for blind and visually impaired, (SBVI) shall be the state licensing agency (SLA) for legally blind individuals who operate food and vending service facilities on federal, state, and other properties.

Ed 1019.02 Authority. The implementation of agreed-upon rules, standards, and procedures affecting the overall operation of the vending facilities program shall be subject to review by the committee, as defined in Ed 1019.03(g). SBVI shall have final authority and responsibility for the administration and operation of the vending facilities program.

Ed 1019.023 Definitions. Except where the context makes another meaning manifest, the terms defined in 34 CFR 395.1, Ed 1002.01, and Ed 1109 shall have the same meanings in addition to the following terms:

(a) “Active participation” means an ongoing process of negotiations between SBVI and the committee to achieve joint planning and approval of program policies, standards, and procedures affecting the overall operation of the vending facilities program, prior to their implementation by SBVI;

(b) “Business enterprise program (BEP)” means the New Hampshire business enterprise program in the department of education;

(c) “Individual who is legally blind” means a blind person as defined in 34 CFR 361.1(c);

(d) “Manager” means an individual who is legally blind who is licensed to operate a vending facility on federal or other property.

(e) “Roster” means a list of all qualified candidates who have successfully completed all BEP training requirements and are eligible and awaiting assignment to a vacant vending facility;

(f) “Services for blind and vision impaired (SBVI)” means “Blind Services” as defined in 186-B:10-II; and

(g) “State committee of licensed managers (the committee)” means an officially constituted body within State government, functioning as an integral part of the State's BEP. The committee shall consist of all licensed managers and shall carry out its duties in accordance with 34 C.F.R. 395.14;

Ed 1019.04 Issuance of Vending Facility Manager Licenses.

(a) SBVI shall issue licenses only to a candidate who is:

(1) A citizen of the United States;

(2) Legally blind as defined in Ed 1019.03(b); and

(3) Qualified to operate a vending facility by evidence of having successfully completed training prescribed by SBVI or by virtue of demonstrated experience.

(b) Preference shall be given to qualified candidates who:

- (1) Are in need of employment; and
- (2) Are residents of the state of New Hampshire.

(c) Candidates, who have satisfactorily completed the training and probationary period described in Ed 1019.05 and Ed 1019.06, shall be issued a manager license.

Ed 1019.05 Training Program and Probationary Period.

(a) All manager candidates shall complete a training program ~~in accordance with the training plan~~ developed by SBVI.

(b) In selecting a candidate who is deemed appropriate to enter the BEP training program, SBVI shall focus on the candidates' individual skills, abilities, and personal qualifications especially suited to the operation of a vending facility as determined by materials submitted by the candidate, NHVR counselor, or both, including but not limited to evaluation reports, educational background, work experience, and resumes.

(c) SBVI shall document that the candidate possesses the necessary skills to function as an independent blind person and the aptitude to be a successful business owner.

(d) The candidate shall meet with the committee chair and administrator of SBVI during the initial interview phase of the acceptance process.

(e) After considering all available information including the interview and recommendation of the committee chair, the administrator shall make the decision as to whether or not to accept the candidate into the training.

(f) Training shall be developed by SBVI with the active participation of the committee.

(g) Training shall consist of a standardized training curriculum combined with on-the-job training in areas including, but not be limited to:

- (1) Health and sanitation;
- (2) Customer service;
- (3) Vending management;
- (4) Café management;
- (5) Marketing;
- (6) Human resources;
- (7) Business processes;
- (8) Accounting;
- (9) Randolph-Sheppard Act; and

(10) State rules and regulations.

(h) Candidates, who have been accepted and have satisfactorily completed the training prescribed by SBVI shall be placed on a roster.

Ed 1019.06 Probationary Candidates (Individuals on the Roster).

(a) When a location becomes available for bid, an individual on the roster may bid along with the licensed managers.

(b) A candidate from the roster who is awarded a first location shall serve a probationary period not to exceed 6 months.

(c) At the end of the probationary period, a candidate who is acceptable to SBVI and wishes to remain in the program shall be issued a license based on the following criteria:

(1) The candidate receives satisfactory evaluation reports as acknowledged by SBVI, and these reports have been reviewed with the NHVR counselor if applicable and the committee chair; and

(2) The evaluation reports attest that the candidate effectively demonstrates the ability to:

- a. Provide good customer service;
- b. Maintain proper food service sanitation standards;
- c. Understand the principles of:
 1. Product inventory control;
 2. Daily cash control;
 3. Banking procedures;
 4. Proper licensing procedures; and
 5. Submission of city, state and federal taxes; and
- d. Maintain the required monthly profit and loss reports.

(d) A candidate whose performance is not acceptable to SBVI shall not be licensed by SBVI and shall be removed from the program when the candidate fails to meet the criteria listed in Ed 1019.06(c) during the training or the probationary periods.

(e) Licenses shall be issued to the manager by SBVI for an indefinite period and shall be subject to termination as provided in Ed 1019.14 and Ed 1019.15.

Ed 1019.07 Transfers and Promotions of Licensed Managers.

(a) When a location becomes available for bid, the vacancy shall be announced to all licensed managers and individuals on the roster.

(b) When an opportunity to bid on a location is announced, a manager may bid or not bid without prejudice to future consideration of a subsequent bid by the potential applicant.

(c) A manager shall be informed of additional requirements of a particular property management, including, but not limited to, security clearance background checks and drug screenings, and shall agree to the additional requirements as a condition of being assigned.

(d) Any manager who is in probationary status as outlined in Ed 1019.06(b), has not completed the continuing education requirements set forth in Ed 1019.18, or is delinquent with respect to filing any reports or had any indebtedness to the BEP or the state of New Hampshire at the time of the vacancy announcement shall not be permitted to bid for the vacancy.

(e) A selection committee shall be convened by the administrator of SBVI when new opportunities become available for promotion or transfer. The selections committee shall include a representative of the state committee of licensed managers assigned by the chair or co-chairs, the BEP coordinator, and a SBVI representative appointed by the SBVI administrator.

(f) The selection committee shall interview all candidates who submit a bid and score the candidates using the following criteria:

- (1) Record of performance for the past two years;
- (2) The manager's plan for the new business including a business plan if applicable;
- (3) Responses to interview questions; and
- (4) Personal appearance, demeanor, and attitude.

(g) After considering all criteria, each review committee member shall award points to the candidates as follows:

- (1) First choice, 3 points;
- (2) Second choice, 2 points; and
- (3) Third choice, 1 point.

(h) The BEP coordinator shall total up the points, and the candidate with the most points shall be awarded the facility. In the event of a tie, the candidate with the most seniority shall be awarded the facility.

(i) When experience has proven that a manager, who SBVI has determined is committed to the successful operation of their vending facility, is assigned to a location or locations beyond the manager's capacities, the manager shall be given opportunities for training. Except that if the training does not result in improved performance, an assignment to a location commensurate with the manager's ability shall be made. If no such facility is available, the manager's name shall be placed on the roster.

(j) A manager shall not be assigned to a facility of lesser income or convenient location without an explanation and an evidentiary hearing if requested by the manager.

(k) If no qualified manager has submitted a bid on a vacant vending facility, BEP, with active participation of the committee shall:

- (1) Assign the vending facility on a temporary basis to a licensed manager assigned to another vending facility;
- (2) Enter into a third-party agreement with a private entity with the commissions being used in accordance with any state or federal regulations to perpetuate the BEP. Such agreements shall not exceed one year and are subject to renewal if no manager is still available to manage the vending facility; or
- (3) Permanently attach the vending facility to another vending facility being managed by a licensed manager if it is evident that the location will never sustain a manager nor will there be an opportunity in the foreseeable future to use the location when creating a vending route.

Ed 1019.08 Teaming Arrangements. A manager shall enter into a teaming arrangement with a private vendor only when the following criteria are met:

- (a) The manager made a qualified bid on the location in response to a bid notification by SBVI;
- (b) The manager demonstrated his or her active role in the day-to-day operation of the business as the person responsible for all reports and accountabilities under applicable federal and state laws and regulations;
- (c) The financial arrangements are acceptable to the program and not less than the manager could make if managed independently; and
- (d) The written agreement was reviewed and approved by the program.

Ed 1019.09 Vending Routes.

- (a) Individual vending routes shall be established by the program when deemed appropriate by SBVI, and only when accepted by the state committee of licensed managers by a simple majority vote.
- (b) Once a vending route is established it shall remain an intact route. When the manager no longer wishes to, or cannot, serve one or more of the locations on the established vending route the vending route as a whole shall go out to bid as a single vending location.
- (c) Altering the composition of a vending route requires the submission of a written proposal which shall be jointly approved by the program and the state committee of licensed managers.

Ed 1019.10 Maintenance and Replacement of Equipment.

- (a) SBVI shall be responsible for repair and maintenance of equipment for the first 4 months after such equipment is furnished to the vending facilities when:
- (1) A new manager begins operating a vending facility;
 - (2) A manager transfers to a different vending facility; or
 - (3) A manager adds a new vending facility;

(b) After the initial 4-month period referenced in (a) above, the manager shall be assessed a \$100 deductible on each repair call.

(c) SBVI shall replace a piece of equipment ~~be~~-based upon funds available if it is deemed to be more cost effective to replace, and the manager has called in a repair.

(d) If SBVI becomes aware of malfunctioning equipment and the manager has not called in a repair, SBVI shall repair and maintain or cause to be repaired and maintained any equipment in need of repair and maintenance in order to keep the facility operable and in an attractive condition, and the manager shall be assessed the full amount of the repair charge.

Ed 1019.11 Setting Aside of Funds.

(a) SBVI shall set aside funds from the net proceeds of the operation of vending facilities and vending machine income to the extent necessary for the following purposes:

- (1) Maintenance and replacement of equipment;
- (2) Purchase of new or replacement equipment;
- (3) Management services as defined in Ed 34 CFR 395.1(j), including training and continuing education for managers;
- (4) Retirement and pension funds, health insurance contributions, paid sick leave and vacation time if it is determined by a majority vote of the managers licensed by SBVI to contribute and use funds set aside for these purposes after SBVI provides each manager information on all matters relevant to such funds; and
- (5) The establishment of a fair minimum return.

(b) The charge for each purpose listed in Ed 1019.11(a) shall be determined by SBVI with the active participation of the state committee of licensed managers and shall be designed to prevent, so far as is practicable, a greater charge than is reasonably required. SBVI shall maintain adequate records to support the reasonableness of the charges, including any reserves necessary to assure that these purposes can be achieved on a consistent basis.

(c) The amount of funds set aside Ed 1019.11(a) shall:

- (1) Be assessed monthly; and
- (2) Be a percentage of net proceeds of the monthly profit and loss statement provided that:
 - a. The manager has net proceeds before set aside of over \$1,700 for that month; and
 - b. Either:
 1. The set aside charge does not reduce the net proceeds below \$1,700; or

2. In order to assure a fair minimum return to managers, any set aside assessment which lowers a manager's net proceeds below \$ 1,700 for that month shall be reduced by the amount required to raise the net proceeds to \$1,700.

(d) The percentage in Ed 1019.11(c) shall be a percentage of net proceeds and shall be reviewed every 2 years by SBVI with the active participation of the committee of licensed managers. The new percentage shall be set utilizing the running average balance of the set aside account over the previous 2-year period, the Consumer Price Index, and projected needs.

(e) If the set aside percentage is changed, SBVI shall submit the change to the secretary of the committee for approval prior to implementation.

Ed 1019.12 Distribution and Use of Income from Vending Machines on Federal Property.

(a) Vending machine income from vending machines on federal property which has been disbursed to SBVI by a property managing department, agency, or instrumentality of the United States under 34 CFR 395.32 shall:

- (1) Accrue to each manager operating a vending facility on such federal property in New Hampshire in an amount not to exceed the average net income of the total number of manager within the state, as determined each fiscal year on the basis of each prior year's operation; and
- (2) Not accrue to any manager in any amount exceeding the average net income of the total number of managers in the United States.

(b) No manager shall receive less vending machine income than a manager was receiving during the calendar year prior to January 1, 1974, as a direct result of any limitation imposed on such income under Ed 1019.12 as provided in 34 CFR 395.8(a).

(c) No limitation shall be imposed on income from vending machines, combined to create a vending facility, when the facility is maintained, serviced, or operated by a manager.

(d) Vending machine income disbursed by a property managing department, agency, or instrumentality of the United States to SBVI in excess of the amounts eligible to accrue to managers in accordance with Ed 1019.12 shall be retained by SBVI.

(e) SBVI shall disburse vending machine income to managers within the state on at least a quarterly basis.

(f) Vending machine income which is retained by SBVI under Ed 1019.12 shall be used for:

- (1) The establishment and maintenance of retirement or pension plans;
- (2) Health insurance contributions; and
- (3) The provision of paid sick leave and vacation time for managers, if it is so determined by a majority vote of managers licensed by SBVI, after SBVI has provided to each manager information on all matters relevant to such purposes.

(g) Any vending machine income not necessary for the purposes in Ed 1019.12(f) shall be used by SBVI for maintenance and replacement of equipment, purchase of new equipment, management services,

and assuring a fair minimum return to managers. Any amounts used for these purposes shall require a reduction in set aside in an equal amount on a pro rata basis.

(h) If SBVI determines that a vending location is not suitable for a blind manager, SBVI shall arrange vending services through a third party. Income that accrues to SBVI as a result shall be used to:

- (1) Purchase new equipment;
- (2) Replace equipment as needed;
- (3) Purchase merchandise inventory;
- (4) Provide training for managers; or
- (5) Establish retirement, health insurance, vacation, or sick pay plans.

Ed 1019.13 Operating Agreement Between SBVI and Manager.

(a) Before assuming management of one or more vending facilities, a manager shall enter into an operating agreement with SBVI. The operating agreement shall set forth the terms and conditions and state the responsibilities of both the manager and SBVI.

(b) The agreement shall include:

- (1) The manager's name;
- (2) The vending facility name and location;
- (3) The hours of operation for the vending facility;
- (4) The articles to be sold at the vending facility;
- (5) The insurance requirements for the vending facility;
- (6) The financial records that must be kept by the manager; and
- (7) The rights and obligations of the manager and SBVI relative to assignments, subcontracts, and default.

(c) The agreement shall contain, but not be limited, to the following items adapted to the individual conditions applying to the specific location:

- (1) The duties of the manager and the performance of such duties in accordance with the following:
 - a. SBVI rules, policies, and standards developed with the active participation of the state committee of managers;
 - b. Applicable health laws and regulations;

c. Terms of the permit granted by, or the contract entered into with, the federal or other agency or organization in control of the site of the vending facility; and

d. Security clearance requirements for the vending facility such as the process to obtain access cards. This may include background checks and security clearance applications for the manager and their employees or partners. If a licensed manager cannot receive clearance for a particular location, the location shall be released from the manager and put out to bid, unless the manager had not assumed management of the facility and there is an opportunity to award it to the next highest ranked candidate pursuant to Ed 1019.07;

(2) The responsibilities of SBVI to provide management services to the manager including assistance and supervision, and the ways in which such responsibilities shall be carried out;

(3) A statement that the manager shall receive the net proceeds from the vending facility that the manager operates;

(4) The responsibility of the manager to furnish:

a. A monthly profit and loss statement that includes payment for assessed set asides no later than the last day of the month following the close of the previous month's accounting period;

b. One copy each of business liability insurance and workers compensation insurance; and

c. One copy of automobile collision and liability insurance in the case of managers with vending delivery vehicles;

(5) The right of the manager to terminate the operating agreement at any time;

(6) The termination of the operating agreement upon termination of the permit or contract; and

(7) The termination or revocation of the operating agreement upon the failure of the manager to operate the vending facility in accordance with the operating agreement or applicable federal, state, or local laws or regulations.

(d) The manager and the administrator of SBVI shall both sign the agreement.

Ed 1019.14 Performance Probation.

(a) Licensed managers shall be placed on performance probation when SBVI determines that the vending facility is not being operated in accordance with:

(1) The rules governing the program pursuant to Ed 1019;

(2) The terms and conditions of the permit or contract;

(3) The terms and conditions of the operating agreement;

(4) State law, the violation of which is, or reasonably may, result in financial or physical harm to the customers of the facility or other persons, the department or the manager; or

(5) Rules of other agencies of the State of New Hampshire which have regulatory authority directly related to the operation of a vending facility.

(b) A written notice of performance probation shall state the reason(s) for probation, steps to be taken, if any, to avoid termination, and the manager's right to appeal SVBI's action pursuant to Ed 1019.21.

(c) The probationary period shall be in effect for 30 days from the date of a written notification as follows:

(1) If hand delivered, the program representative shall document that the notice was received by the manager as evidenced by a signed acknowledgment of receipt. The thirty (30) day probationary period shall begin on the date the manager signed the receipt;

(2) If sent by U.S. mail, the notice shall be sent certified mail with return receipt requested. The thirty (30) day probationary period shall begin on the date the manager signed the return receipt; or

(3) If sent via email, it shall be sent to an email address provided by the manager for all official correspondence. The thirty (30) day probationary period shall begin on the date the email is sent.

(d) Managers placed on performance probation pursuant to (a) above will not be permitted to bid on vacant vending facilities.

(e) If a manager is placed on disciplinary probation for the same offense for the third time during a 12 month period, the manager's license will be terminated.

Ed 1019.15 Removal of a Manager.

(a) If a manager determines that it is in the manager's best interest to withdraw from a permanently or temporarily assigned facility, the manager may do so and shall be immediately placed on the roster if the withdrawal is not for the purpose of avoiding disciplinary action. The manager shall provide 30 days written notice and shall not accrue seniority.

(b) SVBI shall remove a manager from a facility if circumstances prevent a manager from fulfilling the manager's obligations. Prior to or within 24 hours of the removal, SBVI shall contact the Committee chair and inform the manager of the action.

(c) In facilities that require security clearance by property management, the manager shall meet all such security requirements in order to service a vending facility in such locations. If property management rescinds security clearance for a manager for any reason, SVBI shall remove the manager from that facility. SBVI shall investigate and consult with property management regarding security clearance reinstatement. If the security clearance is not reinstated, the removal shall be permanent.

(d) In the event of the documented misconduct by the manager jeopardizing the existence of the facility, or if SBVI reasonably determines there is a hazardous situation involving the manager which poses an immediate threat to the safety of the manager or others, SBVI shall declare that emergency

circumstances exist, whereupon the manager shall be immediately removed. In the case of such removal, the committee chair shall be advised of the action prior to or within 24 hours of the removal.

(e) Any involuntary removal of a manager is subject to appeal pursuant to Ed 1019.21.

(f) In the event of a manager's removal under paragraphs (b), (c), (d), or (e) of this section, SBVI shall, within 10 working days, do one of the following:

- (1) Return the manager to the vending facility;
- (2) Mandate re-training;
- (3) Place the manager's name on the roster;
- (4) Assign the manager to a vending facility with lesser sales and less responsibility; or
- (5) Initiate disciplinary action against the manager.

(g) In lieu of removing a manager from a facility, if SBVI determines that the manager has made a good faith effort to perform all duties required, SBVI shall relieve the manager of responsibility for a portion of the facility if such action would enable the manager to fulfill their obligations in the remaining areas that they service. This provision shall only be applicable if a vending facility has multiple locations and relieving the manager of responsibility for one or more of the locations will help the manager manage the main facility.

(h) When a manager is operating a facility on property not protected under federal or state law with respect to a statutory priority or preference, SBVI shall, upon the request of property management, be required to remove the manager from the facility, but SBVI shall be bound to proceed in accordance with the terms and conditions of the permit. If the removal is a result of violation(s) of the rules, SBVI shall initiate disciplinary proceedings as appropriate. If the removal is not as a result of a violation of the rules, SBVI shall place the manager's name on the roster.

Ed 1019.16 Termination of Licenses.

(a) A license issued to a manager shall be terminated after affording the manager an opportunity for an administrative review, an evidentiary hearing, and arbitration under Ed 10121.15, when one or more of the following conditions apply:

- (1) When vision is improved so that the manager no longer meets the definition of an individual who is legally blind;
- (2) When there is extended illness with medically documented diagnosis of prolonged incapacity of the manager to operate the vending facility in a manner consistent with the needs of the location or other available locations in the vending facility program;
- (3) When the manager withdraws from the BEP; and
- (4) When SBVI finds that a vending facility is not being operated in accordance with:

- a. The provisions of Ed 1019;

- b. The terms and conditions contained in the licensing agreement between the manager and SBVI;
- c. The terms and conditions of the vending facility's permit or contract between SBVI and the manager of the property on which the vending facility is located; or
- d. State or federal statutes or regulations of other agencies with jurisdiction over vending facilities.

(b) 15 days prior to termination, written notice shall be given to any manager whose license is to be terminated or who is in jeopardy of losing the license, including a statement of the reason.

(c) Such notice shall:

- (1) Inform the manager of the manager's right to request an administrative review, an evidentiary hearing, and arbitration under Ed 200; and
- (2) Be hand-delivered or sent via US mail with a signed receipt requested.

Ed 1019.17 Vending Facility Equipment and Initial Stock.

(a) SBVI shall furnish each vending facility with adequate, suitable equipment and initial stocks of merchandise sufficient for the establishment and operation of the facility for an initial 2 week period. If the manager obtaining the agreement to operate the location is on the roster or in a probationary period per Ed 1019.05, the manager shall not be eligible to obtain additional locations or inventory until a license has been obtained.

(b) If a licensed manager is provided with initial inventory for a new assignment, it shall be sufficient to operate the location for no more than a 2 week period. The funds provided shall be an interest free loan. SBVI shall establish a monthly payment plan to begin 3 months after the manager has been assigned and assumed management of the location.

(c) The right, title to, and interest in the equipment of each vending facility used in the program and in the initial stocks of merchandise shall be vested in accordance with the laws of the state in either the name of SBVI or the manager.

Adopt Ed 1019.18 and Ed 1019.19 as follows:

Ed 1019.18 Continuing Education and Upward Mobility.

(a) Each licensed manager and each candidate on the roster shall complete 10 continuing education or upward mobility credits every 2 calendar years.

(b) Credits shall be awarded in accordance with Table 1019-1 as follows:

Table 1019-1

Continuing Education/Upward Mobility Type	Credits Awarded
Annual training sponsored by the committee or program	3
Consumer driven regional or national training	4
On-line training approved by the Program in advance	2

On-line Webinars approved by the Program in advance	1
State or regional food shows	2
State conventions sponsored by consumer groups	1
National conventions sponsored by consumer groups	3
College level course in business related field	10
Other training as determined by the BEP and committee	TBD

(c) If, by December 31 of the second year, the manager has not fulfilled the training requirement, the program shall inform the manager and shall grant a 90 day extension to complete all requirements. If after 60 days of the extension, the manager has not completed the necessary training, SBVI shall place the manager on performance probation in accordance with Ed 1019.14. If at the end of the probationary period the manager still has not completed the necessary training, SBVI shall terminate the manager's license and remove them as the manager of their vending facility in accordance with Ed 1019.16. The SBVI administrator shall grant additional time to complete the necessary training if extreme circumstances exist. Such extension of time shall be approved by the state committee of licensed managers.

(d) To the extent funds are available, SBVI shall provide financial assistance to managers who show evidence of financial need in order to complete the training. If funds are not available, SBVI shall make every effort to provide committee or program sponsored training at no cost to the manager.

Ed 1019.19 Manager Secured Locations.

(a) Managers may seek out new locations on properties not protected by any state or federal priority or preference. If a manager identifies a potential location, and property management is willing to allow the manager to establish a vending facility, the manager shall notify the program coordinator who shall conduct a survey to determine the feasibility of establishing a vending facility. If the results of the survey are favorable and funds are available, SBVI shall enter into an agreement with the entity. The location shall be added to the one being managed by the manager. If the manager bids on and is awarded a different facility, SBVI shall determine on an individual basis, with the active participation of the state committee of licensed managers, to either leave the location attached to the current facility or allow the manager to take it with them to their new facility.

(b) Nothing in this part shall obligate SBVI to establish a vending facility at a site secured by a manager.

Ed 1019.20 Election, Organization, and Functions of State Committee of Licensed Managers.

(a) The managers licensed by the state shall comprise the membership of the state committee of licensed managers.

(b) Pursuant to 34 CFR 395.14, the committee shall:

(1) Actively participate with SBVI in major administrative decisions, including rule, policy development, and program development decisions affecting the overall administration of the state's vending facility program;

(2) Receive and transmit to SBVI all grievances at the request of managers and serve as advocates for such managers in connection with such grievances;

(3) Actively participate with SBVI in the development and administration of a state system of transfer and promotion of managers;

(4) Actively participate with SBVI in the development of training and retraining programs for managers; and

(5) Sponsor, with the assistance of SBVI, meetings and instructional conferences for managers within the State.

(c) The committee chairperson shall be elected by a majority vote of committee members. The chairperson shall be elected every 2 years. The election shall also include an election for a vice-chair who shall assume the responsibilities of the chair if the chair is unable to attend to his or her duties.

(d) Quarterly meetings shall be held between the committee and SBVI to discuss policy, administrative matters affecting the program, provide a training opportunity, and carry on other business of the committee or SBVI, as needed. The chair has the authority to call special meetings in between quarterly meetings as necessary.

(e) Between the regular meetings individual committee members shall be designated, or sub-committees established, by the chair(s) to carry on the functions of the committee.

(f) All written material pertaining to the administration of the program shall be provided to the chairperson of the committee by SBVI in a format that is accessible by the chairperson(s). SBVI shall distribute the materials to all members of the committee upon approval by the committee chair affording the committee an opportunity to actively participate in policy or major administrative changes.

(g) If, after affording the committee with an opportunity as described in (f) above, a consensus cannot be achieved, the chairperson(s) of the committee shall be notified in writing stating the reasons therefore, prior to implementation of the changes by SBVI.

Ed 1019.21 Administrative Reviews, Evidentiary Hearings, and Arbitration of Manager Complaints. If a manager or the committee is aggrieved by any action of SBVI with regard to the administration of the program the manager or committee may file a written complaint to resolve the matter in accordance with Ed 200. If the matter is not resolved to the satisfaction of the complainant at the conclusion of the process outlined in Ed 200 the complainant may appeal the decision under 34 CFR 395.13 and 34 CFR 395.37.

Ed 1019.22 Access to Program and Financial Information. Each manager shall be provided access to all financial data of SBVI relevant to the operation of the program, including quarterly and annual financial reports, provided that such disclosure does not violate applicable federal or state laws pertaining to disclosure of confidential information. At the request of a manager, SBVI shall arrange a convenient time to assist in interpretation of such financial data.

Ed 1019.23 Manager and SBVI Responsibilities.

(a) Each manager shall submit to SBVI a monthly operating statement along with the set aside assessment detailing, among other things, gross sales, purchases, operating costs, and net profits. Forms for this purpose shall be furnished to each manager by SBVI. SBVI shall retain complete access to the manager's records.

(b) The manager shall:

- (1) Perform faithfully and to the best of manager's ability the necessary duties in connection with the operation of the vending facility in accordance with SBVI's rules, as well as rules of other applicable state and federal agencies;
 - (2) Cooperate with officials and duly authorized representatives of SBVI in connection with their official program responsibilities;
 - (3) Operate the vending facility in accordance with all applicable health laws and regulations, and maintain a clean appearance at all times;
 - (4) Abide by the regulations and policies of the agency controlling the property upon which the facility is located;
 - (5) Comply with all terms of the permit including maintaining the agreed upon hours; and
 - (6) Furnish such reports as SBVI may from time to time require.
- (c) SBVI shall assume responsibility for providing:
- (1) Management services as defined in 34 CFR 395.1(j);
 - (2) Supervision to ensure the effective operation of the vending facility;
 - (3) New and replacement equipment as necessary for the successful operation of the vending facility;
 - (4) Maintenance and repair of equipment; and
 - (5) Initial stock.

Ed 1019.24 State Licensing Rules. SBVI shall furnish a copy of the state licensing rules to each candidate or manager in addition to all written documents pertaining to the administration and management of the program.

Ed 1019.25 Responsibilities of Vending Facilities.

(a) Unless otherwise exempted by RSA 186-B, any properties owned or leased by the state shall recognize the rights granted to SBVI to establish vending facilities on such properties. SBVI shall be permitted to conduct surveys of state-owned or leased properties to determine the feasibility of establishing one or more vending facilities on a particular property. No state entity shall be permitted to enter into an agreement with a third party for a vending facility unless a determination is made by SBVI that it cannot provide services of a high quality at reasonable prices. Property management shall take all necessary steps to insure that the installation occurs, and that the space and the utilities required shall be provided at no cost to the SBVI or the manager for the operation, except telephone or internet service. SBVI shall provide the necessary alterations, plumbing and equipment, merchandise, a licensed manager, and the appropriate supervision of the manager.

(b) In the event that existing buildings are purchased or leased, or new buildings are constructed by any state entity, written notice shall be given to SBVI in ample time to afford the BEP an opportunity to make plans to provide the service.

(c) All vending facility operations shall be governed by an agreement between SBVI and property management, and known as a permit. The permit shall include the location, type of facility, space available, all necessary equipment, and the operating hours of the facility. In the negotiation process between SBVI and property management regarding either the terms and conditions of an occupancy permit or a contract, the committee shall have an opportunity to participate in making final determinations with respect to the terms and conditions of an occupancy permit or contract. The terms and conditions of the permit may be changed after consultation with the manager for purposes of soliciting their input. Once the changes have been made, the revised document shall be provided to the manager. The absence of an executed permit does not relieve a manager of their responsibilities to otherwise comply with these rules and to provide effective management of the vending facility.

(d) Property management shall not require the payment of rent, utilities, or commissions as a condition for operating a vending facility on its property. Except that, at its discretion and with the active participation of the state committee of licensed managers, may negotiate less restrictive agreements that do require such payments. If such payments are negotiated and are included in the permit agreement, the licensed manager shall be obligated to make such payments; except that, no subsequent priority shall be waived either expressly or by implication.

(e) If SBVI determines that a site is suitable for a blind person, it shall negotiate an agreement with a third party vendor to provide services.

PART Ed 1020 INTERPRETER CLASSIFICATION SYSTEM

Ed 1020.01 Purpose. The purpose of the classification system program shall be to evaluate competency skills of sign language interpreters, to maintain records of interpreter classification, and to maintain records of continuing education units required for maintenance of classification.

Ed 1020.02 Program Designation. This program shall be designated “The New Hampshire Interpreter Classification System” (NHICS).

Ed 1020.03 Classification. An individual who applies for and meets the requirements for classification under Ed 10230.10 shall be qualified as a sign language interpreter by the department’s program for the deaf and hard of hearing.

Ed 1020.04 Applicability; Administration of Classification System Program. These rules shall apply to the classification process for sign language interpreters as conducted and managed by the program for the deaf and hard of hearing, in the department of education, division of workforce innovation, bureau of vocational rehabilitation. The classification system program shall be managed by a coordinator appointed by the director of the bureau of vocational rehabilitation.

Ed 10230.05 Definitions. The following definitions shall apply to Ed 1020:

(a) “Deaf interpreter” means a person who is deaf and provides interpreting services as defined in section (e), below.

(b) “Director” means the director of bureau of vocational rehabilitation, division of workforce innovation, department of education.

(c) “Classification system program” means the New Hampshire interpreter classification system operated by the coordinator.

(d) “Coordinator” means the person appointed by the program for the deaf and hard of hearing, bureau of vocational rehabilitation, division of workforce innovation, department of education to coordinate the classification.

(e) “Interpreting” means the process of converting spoken English into American Sign Language (ASL) and the process of converting ASL into spoken English.

(f) “Rater” means an individual who has successfully completed training approved under Ed 1020.12 by the program for the deaf and hard of hearing in the evaluation of interpreter skills.

(g) “State classification test” means the test administered under Ed 1020.08 for the purposes of determining an interpreter’s classification as a qualified interpreter under Ed 1020.10.

(h) “Rater stipend” means the appropriate level payment made to the rater for their work.

Ed 1020.06 Administration of State Classification Test; Classification Fees.

(a) The state classification test for the purpose of classifying interpreters shall be administered at least once every 6 months, unless there have been no requests for a test. If 3 or more individuals request a test, a test shall be scheduled at a date sooner than the next regularly scheduled test.

(b) The fee for the state classification test shall be \$225.00.

(c) A re-test fee of \$140 shall allow a retake of the performance test by an applicant for initial classification within one year after passing the structured interview portion.

(d) Applicants shall obtain a refund for a scheduled state classification test when providing at least 30 days’ advance written notification of cancellation to the coordinator. Otherwise, test fees shall be nonrefundable.

(e) The coordinator or designee shall collect fees and maintain receipt records and invoices from raters and expenses incurred by the program for:

- (1) Rater and interviewer stipends for the evaluation of candidates;
- (2) The cost of the interpreter for the deaf or hard of hearing rater during the testing process; and
- (3) Testing equipment.

Ed 1020.07 Application Process.

(a) Applicants shall contact the program for the deaf and hard of hearing for an information packet which contains:

- (1) A description of the classification process;
- (2) A completed “NH Interpreter Classification System (NHICS) Application” form, November 2020 edition;

(3) A description of the fee charged for testing; and

(4) A description of the appeal procedure.

(b) Each applicant shall submit an application and the fee for the test. Individuals shall not take the test until payment and a complete application are received, and the application is approved as complete by the coordinator or designee.

(c) The coordinator or designee shall notify each applicant who has submitted an application approved as complete of the scheduled date, time, and place for the test.

Ed 1020.08 State Classification Test.

(a) The state classification test shall consist of 2 sections. Section one shall be a structured interview scored by a minimum of 4 raters. Section 2 shall be a pass/fail performance test scored by a minimum of 4 raters.

(b) The structured interview shall be pass/fail and demonstrate the following:

(1) Knowledge of and ability to make practical use of the code of professional conduct of the Registry of interpreters for the Deaf;

(2) Knowledge of the role and responsibilities of an interpreter;

(3) Understanding of professional business practices, including the limitations of an interpreter's role, diplomacy required of an interpreter, and the need for attire that enhances the background for signing such as plain clothing and jewelry that does not distract from the interpreting process;

(4) Communication skills in ASL and English; and

(5) The interpreter's overall professional presentation.

(c) The performance test shall consist of an interpreting dialogue, preceded by a warm-up.

(d) Each applicant's performance on sections 1 and 2 of the test shall be videotaped.

(e) The performance test scoring sheet shall consist of a numerical rating covering the following areas:

(1) The rater's ability to comprehend the applicant, based on the applicant's clarity, use of grammar, level of discourse, and use of classifiers;

(2) The message equivalency transmitted by the applicant, including:

a. Message accuracy;

b. Accurate use of morphology;

c. Use of affect and register of the original message; and

- d. The amount of information transmitted;
- (3) The interpreting process, including:
- a. Phrasing; and
 - b. Process management; and
- (4) The applicant's professionalism, including:
- a. Composure; and
 - b. Objectivity.

Ed 10230.09 Administration of State Classification Test.

(a) The coordinator or designee shall videotape section 1, the interview, and section 2, the performance portion, of the test.

(b) The coordinator or designee shall send the rater scoring packet to 4 qualified raters within one week of the taping. The coordinator shall make sure each packet includes a copy of the candidate's tape, scoring sheets, and the rater instruction information.

(c) Candidates who pass both the performance section and the interview section ~~will~~ shall be state classified and notified.

(d) Candidates who successfully pass the performance portion of the test but do not successfully pass the interview portion of the test shall not be considered for state classification and they shall retake both sections of the test.

(e) The coordinator shall mail to each applicant who has completed the performance test written notice of the test results within one month of the date of the test.

(f) A person who fails either the structured interview or the performance test may request from the coordinator, in writing, copies of the raters' scoring sheets. The coordinator shall supply such sheets, upon written request.

(g) Applicants for initial classification not passing the performance test may retake the performance portion of the test, within one year after passing the structured interview portion.

Ed 1020.10 Classification of Interpreters. An applicant shall be classified as a qualified sign language interpreter who:

- (a) Has a high school diploma or its equivalent;
- (b) Is 18 years of age or older; and
- (c) Receives a score of 75% or more on the performance test.

Ed 1020.11 Maintenance of Classification.

(a) “Continuing education units (CEUs),” for the purpose of this rule, means:

- (1) Participation in professional workshops sponsored by a post-secondary interpreter training program, the RID, the National Association of the Deaf (NAD) or the state chapters of such organizations, or any other professional training organization which focus on issues related to the deaf community, the interpreting process, or both;
- (2) Conventions or conferences of either deafness or interpreting organizations;
- (3) Tutoring sessions, if such sessions are qualified under paragraph (b); and
- (4) For the 20% required in areas not related to deafness or interpreting, participation in a course, workshop, or training session on a topic unrelated to deafness, but which has an impact on the interpreter’s activities as a sign language interpreter.

(b) To qualify, a tutoring session shall be provided by RID certified interpreters who hold their NIC, Certificate of Interpretation (CI) or NAD level V.

(c) Classification as a qualified interpreter under Ed 10230.10 shall be valid for 6 years from date of issue.

(d) All state-classified interpreters shall earn CEU’s. The number of CEU’s earned shall be the same number of hours as those required by RID over each 4 year period, 80% of which shall be deafness/interpreting related, and 20% of which shall be either deafness/ or interpreting related or in other areas as pursuant to Ed 1020.11(a)(4) above. CEU hours shall be awarded based on clock hours of participation and shall require documentation from such training programs such as an agenda, conference packet, or syllabus. No one convention, workshop, or course shall be used to satisfy the entire requirement.

(e) An individual’s classification shall lapse for an individual who fails to obtain national certification before the expiration of the 6-year classification period, and the individual shall no longer be:

- (1) Listed in the department of education’s directory of interpreters for the deaf; and
- (2) Considered a licensed interpreter by the state of New Hampshire.

Ed 1020.12 Raters.

(a) Each team of raters shall be comprised of 2 raters who can hear and 2 raters who are deaf or hard of hearing. Raters who can hear shall possess a valid certification from RID or the NAD level V. The program for the deaf and hard of hearing shall solicit applicants from certified interpreters and the deaf community. Selection shall be made by the program for the deaf and hard of hearing based on skill level, availability, and experience.

(b) The program for the deaf and hard of hearing shall provide rater training for new raters. New raters shall complete the rater training, which shall consist of instruction and materials on the principles of interpreter classification evaluation, practice tapes, and inter-rater reliability data.

(c) A rater shall not have a conflict of interest regarding the person to be rated. A conflict of interest shall be deemed to exist if the person to be rated is a member of the rater’s immediate family which shall mean the rater’s spouse, parent, mother-in-law, father-in-law, sibling, sister-in-law, brother-

in-law, or child, or anyone related to the rater by blood or marriage and living in the same household as the rater. The rater shall disclose any other circumstances which create a conflict of interest as to a particular person, and shall withdraw as a rater for that person. The rater shall also disclose to the coordinator any circumstances likely to create the appearance of a conflict of interest.

(d) Scoring by raters shall be done as follows:

(1) For the part I-interview portion of the test, the applicant shall be rated by both deaf and hard of hearing raters and raters who can hear; and

(2) For the part II- performance portion of the test, the raters who can hear shall score primarily the ASL-to-English components of the evaluation and the deaf or hard of hearing raters shall score primarily the English-to-ASL components of the evaluation.

(e) Raters shall receive the rater stipend from the interpreter classification fund for scoring each applicant and to receive payment, raters shall submit an invoice, which shall include the rater's name, address, name of applicant, and date of rating.

(f) All documents, paperwork, and digital media, shall be sent back to the coordinator for record keeping to ensure the applicant's confidentiality.

Ed 1020.13 Publication of Directory of Interpreters for the Deaf. The name and date of award of each individual classified under the classification system program shall be published by the department of education in a directory of interpreters for the deaf, which shall be printed at least biennially. The directory shall also include name, source of national certification, state of NH licensure status, and date of certification for any interpreter certified by the RID or the NAD who wishes to be included in the directory. Contact information shall be included at the option of the interpreter. The primary source for this document shall be located on the NHVR's website and an annual printing shall occur.

Ed 1020.14 Retention of Test and Directory Data. The program for the deaf and hard of hearing shall keep the following data in confidential files for a period of at least 7 years:

(a) Correspondence with individual applicants;

(b) Records of scores of individual tests for each applicant tested, whether the applicant was successful or unsuccessful;

(c) Records of CEU's for each interpreter who has completed the state classification process;

(d) The original digital media (CD) of each applicant's interview and performance test;

(e) The date classification under Ed 1020.10 was awarded; and

(f) Name, address, and telephone number for each state classified and nationally certified interpreter listed in the department of education directory of interpreters for the deaf.

Ed 1020.15 Appeal. An applicant aggrieved by a decision of the program relating to classification shall file a petition for reconsideration along with supporting documentation to the director within 20 business days after receipt of the decision regarding classification. If the petition for reconsideration is denied, the applicant shall appeal the director's decision pursuant to RSA 21-N: 11, III and Ed 200. Any

person may file a written complaint charging a person qualified as a deaf interpreter with misconduct pursuant to the process set forth in INT 205.

PART Ed 1021 REVIEW PROCEDURE

Ed 1021.01 Review Procedures.

(a) Review procedures shall comply with 34 CFR 361.57 and New Hampshire law.

(b) An individual who is dissatisfied with any determination made by personnel of the NHVR that affects the provision of vocational rehabilitation services shall request, or, if appropriate, shall request through the individual's representative, a timely review of that determination.

(c) The NHVR shall make reasonable accommodation for the individual's disability in conducting hearings and mediation procedures. Reasonable accommodation shall include using appropriate modes of communication consistent with the informed choice of the individual.

Ed 1021.02 Notification of Right to Mediation and Hearings.

(a) The NHVR shall provide an individual or, as appropriate, the individual's representative, notice as enumerated in 34 CFR 361.57(b)(1).

(b) The notice required in Ed 10021.04(a) shall be provided by using the appropriate mode of communication consistent with the requirements of 34 CFR 361.57(b)(2).

(c) Determinations for which a review may be requested include the NHVR's failure to release harmful information directly to the individual.

Ed 1021.03 Informal Dispute Resolution.

(a) An individual, or a representative of the individual, seeking review of a determination shall file a complaint with the administrator for policy and law at the bureau of vocational rehabilitation, in the NHVR.

(b) Filing a complaint shall not prevent the individual from requesting mediation or a due process hearing in the case where the complaint is not resolved to the individual's satisfaction.

Ed 121.04 Mediation.

(a) Mediation shall be voluntary and available to individuals in accordance with 34 CFR 361.57(d), and Ed 205.

(b) If mediation as described in Ed 205.03 is selected by the parties and resolution is not achieved, the individual selected as a mediator shall not be the same individual who is subsequently appointed as a hearing officer to preside at a hearing in the same matter pursuant to Ed 1021.10(c).

(c) Inconsistencies between mediation procedures in Ed 205.03 and Ed 1021.05 shall be resolved in favor of the provisions of Ed 1021.05.

Ed 1021.05 Mediation Procedure.

(a) An individual shall have the option of using mediation to resolve disputes involving NHVR determinations that affect the provision of vocational rehabilitation services. Mediation shall be made available, at a minimum, whenever an individual or, as appropriate, the individual's representative requests a hearing. Mediation may also be requested without filing a complaint or requesting a hearing.

(b) Mediation shall not be used to deny or delay the individual's right to pursue resolution of the dispute through a hearing held within the 60-day time period for holding hearings required by 34 CFR 361.57(e). At any point during the mediation process either the individual or the mediator shall have the option of electing to terminate the mediation. In the event mediation is terminated, the individual shall have the option of pursuing resolution through a hearing.

(c) An individual may be represented during mediation sessions by counsel or another advocate selected and paid for by the applicant or individual.

(d) Mediation sessions shall be conducted by a qualified and impartial mediator who shall be chosen at random from a pool of mediators who are knowledgeable about vocational rehabilitation services.

(e) Mediation sessions shall be arranged by the office of legislation and hearings in the designated state agency. Mediation shall be scheduled within 30 days from the date a written request for mediation is received by the NHVR.

(f) Discussions that occur during the mediation sessions shall be kept confidential and shall not be used as evidence in any subsequent hearings or civil proceedings. The parties to the mediation sessions shall sign a confidentiality pledge prior to the commencement of the sessions.

(g) An agreement reached by the parties to the dispute in the mediation sessions shall be described in a written mediation agreement that is developed by the parties with the assistance of the qualified and impartial mediator and signed by both parties. Copies of the agreement shall be sent to both parties.

(h) The costs of the mediation process shall be paid by the NHVR.

Ed 1021.06 Scheduling of Mediation, Prehearing Conference, and Hearing.

(a) At the time of the filing of a request to initiate a hearing under Ed 1021.07, the parties shall notify the office of legislation and hearings in the designated state agency of whether they wish to pursue mediation prior to a prehearing conference and a hearing.

(b) If the parties choose not to engage in mediation, the office of legislation and hearings in the department of education shall schedule the prehearing conference and hearing based on hearing officer availability, as provided in Ed 1021.10.

(c) The scheduling shall allow for the following:

- (1) A day for an alternative dispute resolution, if the parties so decide;
- (2) A half day for a prehearing conference; and
- (3) A minimum of 2 days for a hearing.

Ed 1021.07 Initiation of Hearing by Applicant or Individual.

(a) An individual who is dissatisfied with any determination made by personnel of the NHVR that affects the provision of vocational rehabilitation services shall notify the office of legislation and hearings in the designated state agency, in writing, if he or she wishes to request a due process hearing. The written request for a hearing shall be made within 30 days after the NHVR notifies the individual of its determination or completion of an alternative dispute resolution procedure.

(b) The written request required to initiate the hearing process shall include:

- (1) The full name and address of the individual;
- (2) A description of why the individual is not satisfied with the determination; and
- (3) The desired outcome of the complaint or mediation procedure, if applicable.

(c) When providing a written request for a hearing is a burden to the individual because of the individual's disability, the office of legislation and hearings shall accept a request in the appropriate mode of communication that is consistent with the informed choice of, and used by, the individual in order to promote the fair, accurate, and efficient resolution of issues.

Ed 1021.08 Commencement of Hearing Process. The hearing shall be held no later than 60 days after the office of legislation and hearings receives a request for the hearing under Ed 100421.07, unless an agreement is reached prior to the 60th day, or unless the parties agree to a specific extension of time.

Ed 1021.09 Denial, Dismissal, or Withdrawal of Request for Hearing.

(a) The office of legislation and hearings in the department of education shall not deny or dismiss a request for a hearing unless:

- (1) The individual withdraws the request in writing;
- (2) The hearing officer determines a party to be in default for failure to appear at the hearing without good cause that constitutes illness, accident, or any other circumstances beyond the control of the individual; or
- (3) The hearing officer grants a motion to dismiss.

(b) An individual may withdraw a request for a hearing without prejudice until such time as he or she retains legal counsel.

(c) When withdrawing a request for a hearing in writing is a burden to the individual because of the individual's disability, the office of legislation and hearings shall accept requests in the appropriate mode of communication that are consistent with the informed choice of, and used by, the individual in order to promote the fair, accurate, and efficient resolution of issues.

Ed 1021.10 Scheduling Mediation Proceedings and Hearings.

(a) The governance unit in the department of education shall schedule mediation, if requested, and a prehearing conference and a hearing as follows:

(1) As soon as the mediation, if any, the prehearing conference, and the hearing have been scheduled, the office of legislation and hearings shall notify the parties in writing of:

- a. The date, time, and place of the requested mediation and the prehearing conference;
- b. The date, time, place, and nature of the hearing;
- c. Legal authority under which the hearing is to be held;
- d. The particular sections of the statutes and rules involved, including a copy of Ed 1021;
- e. A short and plain statement of the issues involved; and
- f. The party's right to have an attorney present to represent the party at the party's expense.

(2) The name and address of the hearing officer who shall preside at a hearing shall be selected:

- a. From a list of hearing officers, who have knowledge of state and federal vocational rehabilitation law, that is maintained by the office; and
- b. On a random basis.

Ed 1021.11 Elements of a Hearing. A hearing shall include the following elements:

- (a) A prehearing conference, governed by Ed 1021.12;
- (b) A hearing, governed by Ed 1021.15, that shall, except for good cause shown, be limited to 2 days; and
- (c) A hearing officer's decision under Ed 1021.16(a) shall be considered the final decision of the NHVR.

Ed 1021.12 Prehearing Procedures. The prehearing conference required by Ed 1021.10(a) shall be conducted by a hearing officer and governed by Ed 208 along with the following:

- (a) Parties shall be prepared to discuss the issues described in RSA 541-A:31, V(c);
- (b) Parties shall exchange, and provide to the hearing officer, witness lists including a brief description of each witness's testimony, and documentary evidence at least 5 business days before the hearing. Documentary evidence exchanged shall be legibly labeled in the upper right-hand corner with consecutive Arabic numerals as either "Individual Exhibit (number)" or "NHVR (number)", as appropriate. An index, by title, of all exhibits submitted shall also be exchanged;
- (c) In order to limit testimony at the hearing to only those factual matters which remain in dispute between the parties, each party shall submit a statement of facts;

(d) The party who ~~has~~ initiated the hearing shall present his or her case first unless the hearing officer determines that the change in the order of presentation would not materially prejudice any party's right to a full and fair hearing and:

- (1) The hearing would proceed in a more timely manner if the party not initiating the hearing presents his or her case first; or
- (2) The hearing would proceed in a more efficient manner if the party not initiating the hearing presents his or her case first.

Ed 1021.13 Voluntary Production of Information.

(a) Each party shall attempt in good faith to make a complete response to requests, as soon as practicable, for the voluntary production of information.

(b) When a dispute between parties arises concerning a request for the voluntary production of information, releases, or documents, any party may file a motion to compel the production of the requested information under Ed 1021.14.

Ed 1021.14 Motion to Compel Production of Information.

(a) Any party may file a motion requesting that the hearing officer compel the parties to comply with information requests. The motion shall be filed at least 15 days before the date scheduled for the hearing, or as soon as possible after receiving the notice of hearing. Any objection to the motion to compel shall be filed within 5 days of the date receipt of the motion.

(b) The moving party's motion shall:

- (1) Set forth in detail those factors which it believes justify its request for information; and
- (2) List with specificity the information it is seeking to discover.

(c) When a party has demonstrated that such requests for information are relevant to the issues described in the hearing notice and might be necessary for a full and fair presentation of the evidence at the hearing because they have the potential to affect the outcome of the hearing, the hearing officer shall grant the motion to compel.

Ed 1021.15 Hearing Procedures. The hearing shall be conducted by a hearing officer, governed by Ed 200 along with the following:

(a) All hearings shall be electronically recorded by the hearing officer or his or her designee. The hearing officer's recording shall be the official record of the hearing unless a party requests and pays for stenographic recording of such hearing. If a party requests and pays for a stenographic recording of the hearing, the stenographic record shall be under the control of the hearing officer and shall be the official record;

(b) Any party to a hearing shall have the right to:

- (1) Be accompanied and advised by counsel, who shall be an attorney, or by an individual with special knowledge or training with respect to vocational rehabilitation services and whose services shall be paid for by the party retaining counsel;

- (2) Present evidence and confront and cross-examine witnesses;
- (3) Request that the hearing officer prohibit the introduction of any evidence at the hearing that has not been disclosed to that party at least 5 business days before the first day of the scheduled hearing;
- (4) Obtain a verbatim record of the hearing, at any point during the hearing or afterwards;
- (5) Obtain written findings of facts and decisions; and
- (6) Record the hearing;

(c) At the conclusion of the hearing an applicant, eligible individual, or previously eligible individual may request, at no cost, a verbatim record of the hearing in either electronic or written format and written findings of fact and decisions at no cost for the first copy of each item. Any additional copies or copies of any of the items in the case file shall be available at the department's cost to produce them;

(d) An applicant, eligible individual, or previously eligible individual shall have the right to open the hearing to the public. However, if a hearing is open to the public, the hearing officer shall seat the members of the public and position their equipment in such a way that the public and equipment do not interfere with the proceedings;

(e) Each party shall have a maximum of one day to present its case, unless additional time is necessary for a full, fair disclosure of the facts necessary to arrive at a conclusion;

(f) The hearing officer shall limit the number of additional witnesses to eliminate redundant, cumulative, or irrelevant testimony; and

(g) The hearing officer shall limit examination of a witness by either party to avoid redundant, cumulative, or irrelevant testimony.

Ed 1021.16 Agreement Prior to Hearing.

(a) If the parties reach an agreement prior to the hearing, both parties shall sign a written statement requesting the cancellation of the hearing.

(b) When signing a written statement requesting the cancellation of the hearing is a burden to the applicant, eligible individual, or previously eligible individual because of the individual's disability, the office of legislation and hearings shall accept such requests in the appropriate mode of communication that is consistent with the informed choice of and used by the applicant, eligible individual, or previously eligible individual in order to promote the fair, accurate, and efficient resolution of issues.

Ed 1021.17 Continuance of Hearing.

(a) A hearing officer shall grant extensions of time beyond the period set out in Ed 100421-(15)(e) for specific periods of time at the request of either party if:

- (1) The party's vocational rehabilitation services would not be jeopardized by the delay;

- (2) The party would not have adequate time to prepare and present the party's position at the hearing in accordance with the requirements of due process; and
 - (3) The need for the delay is greater than any financial or other detrimental consequences likely to be suffered by a party in the event of delay.
- (b) A hearing shall not be continued by the hearing officer because of the hearing officer's schedule.

Ed 1021.18 Decision.

(a) The hearing officer shall issue a final decision not later than 30 days after the hearing is completed. The final decision shall be consistent with RSA 541-A:35. The final decision shall be based on the provisions of the approved state plan, the Act, federal vocational rehabilitation regulations, and state rules that are consistent with federal requirements.

(b) The hearing officer shall provide to the individual or, if appropriate, to the individual's representative, and to the NHVR a full written report of the findings and grounds for the final decision within 30 days after the hearing is completed.

(c) A copy of the final decision shall be sent by certified mail to each of the parties.

Ed 1021.19 Impact on Provision of Services During Proceedings.

(a) The NHVR shall not institute a suspension, reduction, or termination of vocational rehabilitation services being provided to an applicant or eligible individual, including evaluation and assessment services and IPE development, pending resolution of a request for review of a determination through mediation or pending a decision by a hearing officer unless:

- (1) The individual or, in appropriate cases, the individual's representative requests a suspension, reduction, or termination of services;
- (2) The NHVR has evidence that the services have been obtained through misrepresentation, fraud, collusion, or criminal conduct on the part of the individual or the individual's representative; or
- (3) The individual or the individual's representative engages in delaying tactics to avoid a determination of the issue for the purpose of continuing services the NHVR believes are inappropriate or inconsistent with the program or the employment aptitudes and interests of the individual. In the case of apparent delaying tactics, the following shall apply:

a. Any case that remains open after 180 days shall be presumed to be a case where delay tactics are being employed; and

b. In any case open longer than 180 or whenever the hearing officer believes a party is hindering the prosecution of the case, the hearing officer shall require the offending party to show good cause pursuant to Ed 206.04(a) why the hearing officer should not dismiss the case with prejudice.

(b) If a party brings a civil action under Ed 100421.20 to challenge the final decision of the hearing officer made under Ed 1021.18, the final decision of the hearing officer shall be implemented pending review by the court.

Ed 1021.20 Civil Action. Any party who disagrees with the findings and decision of the hearing officer may bring a civil action to appeal that decision in a state or a United States district court of competent jurisdiction as provided in 34 CFR 361.57(i).

Appendix I

Rule	Statute or Federal Regulation Implemented
Ed 1001	34 CFR 361; RSA 200-C:1
Ed 1002	34 CFR 361.5
Ed 1003	34 CFR 361.38
Ed 1004	34 CFR 361.41
Ed 1005	34 CFR 361.42
Ed 1006	34 CFR 361.42-44
Ed 1007	34 CFR 361.42
Ed 1008	34 CFR 361.45-46
Ed 1009	34 CFR 361.36
Ed 1010	34 CFR 361.53
Ed 1011	34 CFR 361.54
Ed 1012	34 CFR 361.51
Ed 1013	34 CFR 361.52
Ed 1014	34 CFR 361.55
Ed 1015	34 CFR 361.56
Ed 1016	34 CFR 363
Ed 1017	45 CFR 1329; 34 CFR 77.1
Ed 1018	34 CFR 367
Ed 1019	RSA 196-B:10-II
Ed 1020	RSA 326-I:5, RSA 200-C:19, IV
Ed 1021	RSA 541-A:30-a; 34 CFR 361.57



Frank Edelblut
Commissioner

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EXECUTIVE SUMMARY

Adopt: Ed 306.27(d), Demonstrated Knowledge and Skills

Submitted to the State Board of Education, January 14, 2021:

- A. **ACTION NEEDED**
A vote is needed by the State Board to adopt 306.27(d), Demonstrated Knowledge and Skills.
- B. **RATIONALE FOR ACTION**
Upon approval of the conditional approval response by the Office of Legislative Services (OLS) the rule will be ready for adoption by the Board.
- C. **EFFECTS OF THIS ACTION**
Upon submission to OLS, the rules will become effective at midnight the following day, projected to be January 15, 2021.
- D. **POSSIBLE MOTION**
I move that the State Board of Education adopt Ed 306.27(d), Demonstrated Knowledge and Skills.

Amend Ed 306.27, effective 3-27-14 (Document #10556), as amended effective 8-9-19 (Document #12845), by amending (d) as (d) and (e), and renumbering the subsequent letters so that (e) becomes (g) and so on, cited and to read as follows:

Ed 306.27 High School Curriculum, Credits, Graduation Requirements, and Cocurricular Program.

(d) Each high school shall offer maximum student opportunities, in and out of the classroom, while at the same time specifying a basic number of courses that each high school shall offer.

(e) A student shall receive acknowledgement of achievement of the competencies contained within the course, shall be awarded course credit, and shall be eligible to take another course when the following is met:

(1) The student demonstrates knowledge and skills on an assessment approved by the local school district for a particular course; or

(2) The student demonstrates knowledge and skills on an assessment approved by the department if the local school district has not developed an assessment.

(f) Department approved assessments shall include assessments that measure achievement of the competencies contained within the course.

Appendix I

Rule	State or Federal Statute or Federal Regulation Implemented
Ed 306.27	RSA 189:1-a; RSA 194:23



Kate Cassady
Littleton

Ann Lane
Dover

Phil Nazzaro
Newmarket

Drew Cline, *Chairman*
Bedford

Helen G. Honorow
Nashua

Cindy C. Chagnon
Bedford

Celina Griffin
Gilford

STATE OF NEW HAMPSHIRE
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EXECUTIVE SUMMARY
Adopt: Ed 315 – Home Education
Expire: 3-27-2024

Submitted to the State Board of Education, January 14, 2021:

- A. **ACTION NEEDED**
A vote is needed by the State Board of Education to adopt Ed 315, Home Education.
- B. **RATIONALE FOR ACTION**
Upon approval of the conditional approval response by the Office of Legislative Services (OLS) the rule will be ready for adoption by the Board.
- C. **EFFECTS OF THIS ACTION**
Upon submission to OLS, the rules will become effective at midnight the following day, projected to be January 15, 2021.
- D. **POSSIBLE MOTION**
I move that the State Board of Education adopt Ed 315, Home Education.

Readopt with amendment Ed 315, effective 3-27-14 (Document #10557), to read as follows:

PART Ed 315 HOME EDUCATION

Ed 315.01 Statement of Purpose. The purpose of Ed 315 is to provide a process for uniform application of the requirements of RSA 193-A. These rules take into account the fact that home education is an alternative to attendance at a public or private school and is an individualized form of instruction in accordance with chapter 279:2, laws of 1990.

Ed 315.02 Definitions. In addition to the words defined in RSA 193-A:1, the following words shall have the meanings indicated when used in Ed 315:

(a) “Certificate of completion” means a document signed by the parent of a home educated child certifying that the child has achieved the equivalent of a high school diploma by completing a home education program;

(b) “Commissioner” means the commissioner of the New Hampshire department of education;

(c) “Composite results,” means one score that is provided by the publisher of the standardized test, or the average of all such scores that have been provided by the publisher of the standardized test;

(d) “Department” means the New Hampshire department of education;

(e) “Educational progress” means growth in learning commensurate with age and ability within the child’s individual home education program chosen by the parent;

(f) “Participating agency” means the resident district superintendent, the commissioner, or a participating nonpublic school principal;

(g) “Teacher” means a person who holds a teaching credential issued by the New Hampshire state board of education, is licensed in state which is a party to the interstate contract, or is currently teaching in a nonpublic school.

Ed 315.03 Eligibility and Program Schedule.

(a) A parent shall be eligible under these rules to establish a home education program for a child, including those defined under RSA 186-C:2, I, and I-a.

(b) Pursuant to RSA 193:1,I(b), home education shall be an alternative to compulsory attendance at a public school. Dates and hours of instruction shall not be required to coincide with the resident district calendar. The academic term of a home education program shall not be required to coincide with the resident district academic year.

Ed 315.04 Participating Agencies: Duties and Authority.

(a) A parent shall select, as a participating agency for home education program notification and support, one of the following:

(1) The commissioner;

(2) The resident district superintendent; or

(3) The head of a nonpublic school.

(b) A parent may select a new participating agency at any time. If a parent selects a new participating agency the parent shall notify the new participating agency in accordance with Ed 315.05 and Ed 315.06.

(c) Pursuant to RSA 193-A:4, II, the selected participating agency shall work with parents upon request in meeting the requirements of RSA 193-A:4, I.

(d) A participating nonpublic school shall agree to administer the provisions of RSA 193-A and Ed 315, shall not be required to be in the resident district, and may require a fee for any request for assistance by the parent.

(e) No fee shall be required when a test utilized in the resident district is administered to the student by the resident district.

(f) A resident district acting as the participating agency may charge fees for any mutually agreed upon alternative used to satisfy the requirements of RSA 193-A or Ed 315, including, but not limited to, portfolio review.

(g) Pursuant to RSA 193-A:11, the commissioner or resident district acting as the participating agency shall not propose, adopt, or enforce any policy or procedure governing home educated pupils that is inconsistent with or more restrictive than the provisions of RSA 193-A, RSA 193:1-c, or the rules of Ed 315.

(h) On October 1 of each year, the participating agency shall notify the commissioner of the number of children for whom programs were established since the previous report.

Ed 315.05 Notification Requirements.

(a) Notification of a home education program pursuant to RSA 193-A:5 shall be required for a parent to comply with the compulsory attendance requirements of RSA 193:1.

(b) The parent of a student currently enrolled in a public school shall advise the resident district superintendent of the child's withdrawal from attendance in public school on or before the date the home education program shall begin.

(c) A parent shall notify the selected participating agency in writing within 5 business days of commencing a home education program. Only the information enumerated in RSA 193-A:5, II shall be required in the notice. The parent shall provide contact information and update the notification information as necessary.

(d) Within 14 days of receipt of the notification, a participating agency shall acknowledge receipt of the notification in accordance with the contact information provided by the parent, along with a request for any information required by RSA 193-A:5, II that was not included in the original notice.

Ed 315.06 Notification – Termination of a Home Education Program. A home education program shall remain in effect unless terminated in writing by the parent. A parent wishing to terminate a home education program shall notify the commissioner and the participating agency in writing within 15 days

of termination while also satisfying any one of the alternatives for compulsory attendance listed in RSA 193:1.

Ed 315.07 Records.

(a) In accordance with RSA 193-A:6, the parent shall keep a portfolio each year the child is being home educated.

(b) The portfolio shall be the property of the parent. Access to the portfolio shall be at the parent's discretion, except as provided in RSA 193-A:6.

Ed 315.08 Annual Evaluation.

(a) The parent shall provide for an annual evaluation for a child that meets the requirements of the options enumerated in RSA 193-A:6, II.

(b) The resident district superintendent, when acting as the participating agency, shall provide evaluation services, upon request of the parent. If the resident district superintendent is not acting as the participating agency, the resident district superintendent may provide evaluation services.

(c) A parent intending to use the state or local assessment provided by the resident district shall notify the resident district superintendent in writing as soon as practicable to provide the district adequate time to prepare and obtain the testing materials.

(d) If a parent chooses to have a portfolio review as the method of evaluation pursuant to RSA 193-A:6, II(a), the parent may choose a teacher who agrees to perform evaluation services, or the parent may request the evaluation to be performed through the resident district superintendent when the resident district superintendent is acting as the participating agency.

(e) The contents of the portfolio shall comply with the requirements of RSA 193-A:6, I and include the following:

- (1) The name and address of the teacher, including state recognized documentation of certification or the name and address of the nonpublic school in which the teacher is currently teaching;
- (2) The date(s) on which the evaluation(s) took place;
- (3) A description of the work reviewed;
- (4) A summary of the child's educational progress in the home education program concluding with a statement that the child has or has not made educational progress; and
- (5) The signatures of the teacher and the parent.

(f) The parent may choose any other valid measurement tool mutually agreed upon by the parent and the participating agency as provided for in RSA 193-A:6, II(d), including but not limited to:

- a. Interview;
- b. Educational progress in a particular curriculum as measured by the parent;

- c. Educational progress in a particular curriculum as measured by the provider;
- d. Review of the child’s portfolio by a participating agency;
- e. Evaluation by a teacher in a program recognized by any state department of education; or
- f. Specially prepared tests or evaluations measuring educational progress in a particular subject or curriculum.

Ed 315.09 The Home Education Advisory Council.

(a) The home education advisory council shall carry out those duties assigned to it by the commissioner. The council shall work with home educators and representatives of private and public education to encourage an understanding of home education.

(b) Assigned areas of responsibility for the council shall include the following:

- (1) Developing and maintaining effective communications between home educators and those public; and nonpublic schools and state and local agencies involved in home education;
- (2) Recommending to the commissioner and state board of education desired changes in rules pertaining to home education;
- (3) Establishing a grievance committee to hear grievances referred to it by the commissioner; and
- (4) Providing an annual report to the state board on its activities.

Ed 315.10 Membership Selection For the Home Education Advisory Council and Term of Appointment.

(a) Membership selection for the *home education advisory council* shall be as specified in RSA 193-A:10, I. Council chair selection shall be as specified in RSA 193-A:10, III.

(b) Members appointed by the commissioner shall have a term of 3 years, and such terms shall end on August 31 of the year in which the term is completed. Legislative members shall serve a term which is coterminous with their elected office and will be non-voting members of the council.

(c) The conduct of business shall not depend on the maintenance of full council membership.

(d) In the event of vacancies, replacement members shall be appointed as required under RSA 193-A:10 to fill the unexpired term.

Ed 315.11 Records of the Advisory Council. The records and minutes of the home education advisory council shall be filed and maintained in the department.

Ed 315.12 Funding and Support of Council Activities. The members of the home education advisory council shall serve without compensation. Subject to available funds, the department shall

financially support the activities of the council, including but not limited to such expenses as mileage, secretarial assistance, and meeting facilities.

Ed 315.13 Grievance Committee.

(a) The grievance committee shall be a subcommittee of the home education advisory council appointed by the chairperson, consisting of no more than 5 members, a majority of whom shall be representatives of home education associations. One member of the grievance committee shall be appointed by the chairperson to preside at grievance conferences.

(b) The grievance committee shall hear all grievances referred to it by the commissioner.

(c) The grievance committee shall call upon consultants and conduct interviews for the purpose of gathering relevant facts if the committee lacks relevant expertise. The grievance committee shall keep a written account of its investigations and shall submit such an account, together with its findings, to the commissioner within 30 calendar days of the commissioner's referral.

Ed 315.14 Request for Grievance Conference. Any party to a home education program may request a grievance conference as follows:

(a) Such request shall be in writing to the commissioner;

(b) The request shall state in detail the reasons for the request for a grievance conference and name the parties involved;

(c) The commissioner shall notify the requestor within 5 business days in writing that he/she has scheduled a grievance conference in accordance with Ed 315.13~~4~~ or that he/she requires additional information to clarify the issues;

(d) The requestor shall have 10 calendar days from receipt of the commissioner's request for additional information to respond with the requested information; and

(e) The commissioner shall, upon receipt of the requested information, forward the request to the chairperson of the home education advisory council who shall schedule a grievance conference in accordance with Ed 315.15(b).

Ed 315.15 Grievance Conference.

(a) Upon receipt of a request concerning an action taken under these rules, the commissioner shall notify the chairperson of the home education advisory council of the request for a grievance conference, and the grievance conference shall then proceed in accordance with this section.

(b) Within 5 business days of the commissioner's notification of a request for a grievance conference, the chairperson shall schedule the conference with the parties to the grievance.

(c) At the conference, each party shall be prepared to consider:

(1) The simplification of the issues and an agreement of facts;

(2) Possibility of settlement; and

- (3) Such other matters as may aid in disposition of the action.
- (d) Parties to a grievance may be represented at the conference by counsel.
- (e) At the grievance conference the grievance committee shall interview the parties to the grievance to reach a proposed settlement on the facts of the grievance.
- (f) The grievance committee shall present its findings on unresolved grievances or report on the proposed settlement reached by the parties to the commissioner within 10 calendar days of the conference.
- (g) Any settlement reached at a grievance conference shall be subject to review by the commissioner and shall not be implemented unless it is consistent with these rules and with applicable statutes.
- (h) The findings shall list the pertinent facts found by the committee.
- (i) If the parties do not reach a settlement prior to, or during, the grievance conference, the commissioner after reviewing the unresolved grievances shall notify the parties of her/his decision within 10 calendar days of receipt of the committee's findings.
- (j) A party aggrieved by the decision of the commissioner may appeal by requesting an administrative due process hearing in accordance with Ed 200.

Ed 315.16 Certificate of Completion.

- (a) Pursuant to RSA 193:1, I(f)(2), when the parent of a child under the age of 18 submits a document to the department certifying that the child has completed the home education program at the high school level the student shall be determined to have met the requirements for successful completion of a home education program.
- (b) The document containing the statement above shall also include the following information:
 - (1) Name and address of the child;
 - (2) Name and address of the parents;
 - (3) Date of completion of the home school program;
 - (4) A phone number at which the parent can be reached during normal business hours; and
 - (5) Signature of the parent.
- (c) A document that meets all the requirements of Ed 315.14 (a) and (b) shall be conclusive evidence of completion of the parent's duty of compulsory attendance, as set forth in RSA 193:1.
- (d) Documentation of receipt shall serve as proof of delivery of such certification.

Appendix I

Rule	State or Federal Statute or Federal Regulation Implemented
Ed 315.01	RSA 193:1, I(e)
Ed 315.02	RSA 193-A:1; RSA 193-A:3
Ed 315.03	RSA 193:1,I(b)
Ed 315.04	RSA 193-A:1, I; RSA 193-A:3; RSA 193-A:4, I
Ed 315.05	RSA 193-A:5
Ed 315.06	RSA 193-A:5
Ed 315.07	RSA 193-A:6
Ed 315.08	RSA 193-A:6
Ed 315.09-Ed 315.13	RSA 193-A:10
Ed 315.14-Ed 315.15	RSA 193-A:10, 11
Ed 315.16	RSA 193:1, I(f)(2)

December 28, 2020

VIA EMAIL AND FIRST CLASS MAIL

Drew Cline, Chairman
State Board of Education
101 Pleasant Street
Concord, NH 03301

Christopher Bond, Esq.
NH Department of Education
101 Pleasant Street- Londergan Hall
Concord, NH 03301-3494

Re: Proposed Amendment and Renewal of Grantham-Lebanon-Plainfield AREA Agreement

Dear Chairman Cline and Attorney Bond:

This firm serves as legal counsel for the three school district members of the Plainfield-Lebanon-Grantham AREA. We are assisting them in the proposed amendment and renewal of their AREA Agreement, which will extend the AREA Agreement by an additional term of ten years. On December 21, 2021, the AREA Review Committee, consisting of three representatives from each school district, met and conducted a Public Hearing. Following the Public Hearing, the AREA Review Committee voted unanimously that the changes to the AREA Agreement were appropriate and necessary, that the continued maintenance of the AREA Agreement for an additional term of ten (10) years was in the best interest of all three school districts, and that the approval process provides the citizens of the three school districts with the opportunity to vote on the proposed continuation of the AREA Agreement. In accordance with RSA 195-A, the three school districts hereby submit the following documents for review at the State Board of Education meeting on January 14, 2021:

1. Final copy of the proposed AREA Agreement;
2. Summary of Proposed Changes to the AREA Agreement;
3. AREA Agreement with Proposed Changes in yellow;
4. Proposed Warrant Articles for the Grantham, Lebanon, and Plainfield School Districts; and
5. Minutes of December 21, 2021 AREA Review Committee Public Hearing/Meeting

December 28, 2020

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In accordance with RSA 195-A, we request that the State Board of Education:

1. Approve the proposed amendments to the AREA Agreement;
2. Approve the proposed renewal of the AREA Agreement for a term of 10 years, expiring June 30, 2031; and
3. Approve the proposed Warrant Articles.

Sincerely,


Deshaun A. O'Shaughnessy

Enclosures

Cc via email only:

Angela Adams
Frank Edelblut, Commissioner
Sydney Leggett, Superintendent, Grantham
Corey LeClair, Superintendent, Plainfield
Joann Roberts, Superintendent, Lebanon

**GRANTHAM - LEBANON - PLAINFIELD
AUTHORIZED REGIONAL ENROLLMENT AREA AGREEMENT**

This amendment to the February 24, 2015 Authorized Regional Enrollment Area (AREA) Agreement is entered into pursuant to Chapter 195-A of the New Hampshire Statutes Annotated, as amended, among the School Districts of Grantham, Lebanon and Plainfield. This agreement shall be deemed to replace its predecessor, the February 24, 2015 Agreement which was an amendment of the 1994 AREA Agreement, which in turn amended its predecessor the 1994 AREA Agreement which itself was an amendment of the original plan dated July 1, 1967.

A. AREA SCHOOLS

The Grantham and Plainfield School Districts shall be the sending districts, and the Lebanon School District shall be the receiving district; and together the three shall form the region which shall be served by the AREA schools.

The Lebanon School District shall be responsible for grades seven through twelve for the Grantham School District, and for grades nine through twelve for the Plainfield School District. The Lebanon School District will offer approved programs for each grade level.

The Lebanon Middle School shall be the AREA school for grades seven and eight, and the Lebanon High School shall be the AREA school for grades nine, ten, eleven and twelve. Together these two schools shall be referred to as the AREA schools.

B. PURPOSE

To assure every member of the AREA schools' student body equal access to all educational programs and opportunities, membership rights, and responsibilities independent of their home community.

To provide long-term security for member districts by establishing a guarantee that the sending districts will send, and the Lebanon School District will receive students.

To provide a broader range of program offerings for students than would otherwise be financially feasible for individual school districts.

To share equitably the costs of education at the AREA schools among the districts involved in the plan.

To provide a mechanism for sending districts to actively participate in the evaluation and planning of programs at the AREA schools.

C. QUALITY OF EDUCATION

The Lebanon School District guarantees to own and operate a fully approved middle school and high school in accordance with Ed 306.28 and the standards as defined by the laws of the State of New Hampshire for the education of its own and sending district students, grades seven through twelve. In addition, at all times the high school shall be fully accredited by the New England Association of Secondary Schools and Colleges, Inc.

D. STUDENT SUPPORT SERVICES

For all Grantham and Plainfield students attending Lebanon Middle School and High School, the sending districts of Grantham and Plainfield remain *the* Local Education Agency ("LEA") responsible for participating in IBP and 504 meetings and approval of team decisions such as identifications, evaluation, and placement. The sending district "LEA" is also responsible for review and final approval of IBP and 504 plans. Lebanon, the receiving district, is responsible for providing special education services in accordance with students' IBP, and for ensuring that resident students are provided services in compliance with Section 504, including the Section 504 plan.

District special services directors will work collaboratively to resolve problems in delivery of special education and 504 services. The parties agree that the decision as to whether a student's needs can be met at Lebanon Middle or High school as well as what services a student requires, ultimately rests with the student's IBP team which will include the LEA representative from the sending district, members of the Lebanon staff and the parents/guardians of each child.

To fulfil their respective responsibilities, both sending districts and the receiving district recognize the benefit of clear and consistent communication regarding the progress of students with IBP or Section 504 plans and therefore agree to engage in regular communication throughout the year.

Lebanon School District agrees to provide to each sending district a quarterly progress update. Lebanon School District will confirm compliance with the student plans as agreed upon. In addition, there will be an opportunity for the receiving and sending district LEA.s/building coordinators to meet monthly to review student plans and implementation and that minutes regarding key topics from these meetings are shared with superintendents for regular review.

E. STUDENT ORIENTATION/GUIDANCE SERVICES

Counseling services will be made available to Grantham's grade six students for seventh grade and subject placement and to Plainfield's grade eight students for ninth grade and subject placement. Orientation for Hartford Area Career and Technical Center programs will be made available for both Grantham and Plainfield students.

F. PUPIL REGULATIONS

It is understood that the same pupil regulations will apply to the students from the sending districts as to those of the receiving district.

G. REPORTS PROVIDED

All member districts will have access to educational records for pupils residing within their district, consistent with the Federal Family Educational Rights and Privacy Act, also known as the Buckley Amendment, 20 U.S.C. § 1232g. The following records shall be provided to the member districts within 30 days of their receipt by Lebanon without the need for a specific request:

1. SAT scores
2. Advanced Math enrollment and grades
3. Honor Roll
4. Average class size
5. Hartford Area Career and Technical Center enrollment by trade
6. Previous years' college placement by school
7. Advanced Placement class enrollment
8. Special education count
9. The tuition rate for non-AREA members

Other student records (such as but not limited to the results of any other achievement tests administered and participation in extra-curricular activities) shall be made available to the member districts within thirty days of the receipt by Lebanon of a request from the sending district.

H. EXCEPTIONS FOR ENROLLMENT

All students assigned to one of the grades listed in section A living within the districts belonging to the AREA shall attend one of the AREA schools listed in section A with the following exceptions:

1. Any student with an educational disability requiring programming not part of the AREA school program of studies will be considered an "out of district" placement and will be the financial responsibility of the sending district.
2. No regular students from sending districts shall attend school outside the AREA unless tuition liabilities are assumed by the parent or guardian.
3. As mentioned in the preceding paragraph, H.2, no regular education students shall be assigned by a sending district to attend a school outside the AREA, with the exception of students who demonstrate to a sending district's school board or the State Board of Education, a manifest education hardship or who are granted a change of school assignment under RSA 193:3 provided the change is agreed upon jointly by the Superintendent of the sending school district and the Superintendent of the Lebanon School District.

4. Any student from a sending town that attends a school outside the AREA without charge (private or public) due to scholarship or as a result of their parent or guardians' employment at the non-AREA school are exempt.

I. SENDING DISTRICT PARTICIPATION IN LEBANON SCHOOL BOARD ACTIVITIES

The sending districts will have one non-voting seat each on Lebanon's Education Committee and its Facilities and Finance Committee (and associated Building Subcommittee).

Each of the sending district's representative may be invited to participate in nonpublic session by the Committee Chair at the Committee Chair's discretion should a matter have specific relevance to the sending district. New Hampshire RSA 91-A:3 lists five possible situations for nonpublic meetings. Of these five situations three could impact the sending districts, (c) students, (d) property or (e) legal negotiations aside from employment contracts. Should the sending district's representative attend the nonpublic meeting, he/she will have the same obligation to preserve the confidentiality of information obtained in non-public session that a member of the Lebanon School Board has provided that the representative may share the information with the representative's School Board and administration at a duly called non-public meeting of his/her board.

J. PURPOSE AND FREQUENCY OF AREA MEETINGS

There shall be annually three joint meetings of the Grantham, Lebanon and Plainfield School Boards for the purpose of consulting and advising regarding any matters of joint interest. These meetings will be both financially and educationally oriented and will provide opportunities for the sending district boards to become better involved with the program of studies at the AREA schools and their administrative procedures.

Beginning in September 2020, and in each year thereafter, the AREA school boards will, at one of the three joint meetings, specifically address whether the tuition formula as outlined in this agreement is functioning as intended. If the AREA members wish to revise the tuition calculation this must be done in accordance with sections P and R of this agreement.

K. COMPUTATION OF TUITION RATES AND NOTIFICATION

1. Notification

Tuition rate shall be established by the Lebanon School Board by October 10, for the subsequent year and communicated to the sending school districts no later than October 15.

Lebanon will provide to the sending districts the detailed calculation and underlying support for the computation of the tuition rates.

2. Tuition per pupil

The rate of tuition per pupil shall consist of payments for operating costs and capital expense charge.

3. Sources information used for computation

The tuition rates will be computed using the following sources (or their equivalent) of Lebanon School District information:

- (a) Preceding year's State of New Hampshire *Report of Appropriations Form MS-22* (MS-22), for each AREA school,
- (b) Average Daily Membership from the *General Statistics of Public and Non-Public Schools* (ADM) as required by RSA 189:28, I., and
- (c) New Hampshire State Department of Education, *Annual Financial Report*, Form DOE-25 (DOE-25) for the three previous years. The DOE-25 is completed annually by August 31 of the fiscal year following the completion of the most recent June 30 fiscal year.
- (d) Annual independent audit reports of the financial statements of the Lebanon School District for any and all years related to underlying Forms DOE-25 used in these tuition calculations.

Exhibit A delineates a table of underlying information that will be used for each year's computations for the term of this agreement.

If an AREA school, such as the Middle School, is used for other than AREA grades, the costs for that AREA school will be pro-rated based on the percentage of students in grades served by this Agreement as compared to the previous three years average ADM for the grades represented in the school (grades 5 - 8). For purposes of tuition calculations, "non-AREA schools" are schools or grade levels to which students from the sending districts are not assigned. For example, the Lebanon elementary schools are non-AREA schools. Grades 5 and 6 at the Middle School are also non-AREA schools.

4. **Base amount using MS-22**

The estimated expenditures from the MS-22 for each AREA school and all associated underlying supporting documentation less the following amounts excluded (subtracted) from base amount (2009 Form MS-22 function provided as an example for reference only).

- (a) Appropriations for student transportation (2009 Form MS-22 function 2700) and for Contingency Funds created pursuant to RSA 198:4-b
- (b) Appropriations for Net Capital Expenses that meet the substantive criteria for New Hampshire State Building Aid as in effect on June 29, 2021.

- (c) Appropriations for any Capital Reserve to the extent they are for non-AREA schools
- (d) Appropriations for any other expendable trust funds to the extent they are for non-AREA schools
- (e) Appropriations for Tuition for any Lebanon students to attend schools outside the Lebanon School District (2009 Form MS-22 functions 1200 - objects 560-569)
- (f) The anticipated Hartford Area Career and Technical Center-Education Revenue to be received by Lebanon from the State of New Hampshire (2009 MS-22 Function 3220)

5 Base amounts using DOE-25

The actual expenditures from the DOE-25 for each AREA school and all associated underlying supporting documentation for the two most recent fiscal years ended June 30 less the following amounts for each of the two years:

- (a) Actual expenditures for daily student transportation (excluding field trips and co-curricular trips) and for Contingencies at non-AREA schools or programs that are made from Contingency Funds created pursuant to RSA 198:4-b
- (b) Actual expenditures for NetCapital Expenses that meet the substantive criteria New Hampshire State Building Aid as in effect on June 29, 2021.
- (c) Actual expenditures for any Capital Reserve to the extent they are for non-AREA schools
- (d) Actual expenditures for any other expendable trust funds to the extent they are for non-AREA schools
- (e) Actual expenditures for Tuition for any Lebanon students to attend schools outside Lebanon School district.
- (f) The actual Hartford Area Career and Technical Center Education Revenue received by Lebanon from the State of New Hampshire.

Should the independent audits of the financial statements for any of the years related to a Form DOE-25 used as a base for the tuition calculation reflect expenditure amounts that differ from that on the original DOE-25, the amounts used in this calculation will be revised to reflect the audited amounts.

Plainfield

Article ____ . Authorized Regional Enrollment Agreement [AREA] Amendment and Renewal

To see if the District will vote to amend the existing Grantham-Lebanon-Plainfield Authorized Regional Enrollment Agreement (AREA Agreement) between the Grantham, Lebanon, and Plainfield School Districts which provides for the continued education of Plainfield's high school students (grades nine through twelve) at Lebanon High School and further to approve renewal of the AREA Agreement for a term of ten (10) years, to commence on July 1, 2021 and expire on June 30, 2031 in accordance with the proposed AREA Agreement on file with the District Clerk?

(The School Board recommends this action.) (Majority vote required.)

Grantham

Article ____ . Authorized Regional Enrollment Agreement [AREA] Amendment and Renewal

To see if the school district will vote to amend the existing Grantham-Lebanon-Plainfield Authorized Regional Enrollment Agreement (AREA Agreement) between the Grantham, Lebanon, and Plainfield School Districts which provides for the continued education of Grantham's middle and high school students (grades seven through twelve) at Lebanon Middle School and Lebanon High School and further to approve renewal of the AREA Agreement for a term of ten (10) years, to commence on July 1, 2021 and expire on June 30, 2031 in accordance with the proposed AREA Agreement on file with the District Clerk?

(Recommended by the Grantham School Board).

Lebanon

Article ____ Authorized Regional Enrollment Agreement [AREA] Amendment and Renewal

To see if the School District will vote to amend the existing Grantham-Lebanon-Plainfield Authorized Regional Enrollment Agreement (AREA Agreement) between the Grantham, Lebanon, and Plainfield School Districts which provides for the continued education of: (A) Grantham's students in grades seven through twelve at Lebanon Middle School and Lebanon High School, and (B) Plainfield's students in grades nine through twelve at Lebanon High School; and, to approve renewal of the AREA Agreement for a term of ten (10) years, to commence on July 1, 2021 and expire on June 30, 2031 in accordance with the proposed AREA Agreement on file with the District Clerk?

(Majority vote required)

The School Board recommends this Article.

6. Rental Charge

A per student capital expense charge will be 2% of the "Net Capital Expenses" that are incurred by Lebanon for AREA schools will be added to the per student tuition charge.

"Net Capital Expenses" are defined as appropriations that would meet the substantive criteria for New Hampshire building aid as in effect on, June 29, 2021 less New Hampshire building aid received that offsets capital expenses less any other revenue not generated by taxation which reimburses or offsets the appropriations.

Provided, however, that in the event the existing building aid reimbursement formula under NH RSA 198:15-a- RSA 198:1S(hh) is amended following the effective date of this agreement in the manner that changes by more than 10% the amount of net capital expenses determined in accordance with this agreement, then in that event, the parties agree to reopen negotiations on the definition of "net capital expenses." The parties agree that they will work toward developing a new definition that is as close as practical, in both substance and effect, to the method for determining "net capital expenses" by limiting capital expenses to qualifying capital expenses in accordance with the law that was in existence at the time of the execution of this agreement and then subtracting from those qualified expenses the amount of revenue received from state, federal, and private sources.

The rental charge will be determined by dividing the "Net Capital Expenses" for the AREA school or schools receiving New Hampshire building aid by the average ADM and multiplying the result by 2%. The average ADM will be determined based on the previous three years ADM for the grades served by this agreement.

7. Calculated tuition amounts

The calculated tuition amount for each AREA school (High School for Plainfield and Grantham students and Middle School grades 7 and 8 for Grantham students) will be determined for each AREA school by adding the amount arrived at from paragraph K.4 to the amount arrived at from paragraph K.5 for each AREA School and dividing by 3, then taking that amount and dividing it by the average ADM from the previous 3 years from the grades served by the AREA agreement for that school. To that result the capital expense charge for each AREA school, determined in accordance with paragraph K.6, shall be added to each AREA Schools rate to determine the calculated tuition amount for each AREA School.

8. Annual rate increase cap

Lebanon School District recognizes that the sending districts do not have a vote in matters related to the budgets adopted relative to the AREA schools. In recognition of this fact Lebanon has agreed to a cap on any annual rate increases that may result from the tuition computations. The cap is generally based on the overall Lebanon budget increase. The "Cap" is specifically determined annually based on the average of the following three percentages:

- (a) The total district budget increase from the base MS-22 used in this tuition calculation as compared to the previous year's MS-22, expressed as a percentage and
- (b) The total district expenditures for each of the two most recently completed DOE-25 as compared to their respective preceding year's total expenditures expressed as a percentage.

9. Final tuition amount

The final tuition amount will be the lesser of:

- (a) The average tuition calculated in section K.7 of this agreement, or
- (b) The previous year's Final tuition amount multiplied by the sum of one plus the Cap as defined in section K.8 of this agreement.

L. PAYMENT OF TUITION

Lebanon will bill Grantham and Plainfield for the actual student enrollment at the time the tuition bills are prepared.

Tuition payments shall be made by the sending district, Grantham and Plainfield, to the receiving district, Lebanon, in each fiscal year by November 15, January 15, and May 15. The payments shall be billed on the estimated annual amount divided into three installments. The final accounting adjustment shall be made by June 30 of each fiscal year.

The Lebanon School District will bill either a 1/2 day or a full day tuition rate for Grantham and Plainfield students. If a Grantham or Plainfield student enrolls in three or more courses, the sending district will be billed for a full day. If a Grantham or Plainfield student enrolls in two courses or less, the sending district will be billed for 1/2 day tuition rate. October 1st, December 1st, and March 1st will be the dates used to determine student enrollment status, with a final adjustment to happen in June of the same school year.

The final June 30 adjustment of costs shall be based on the actual daily membership for each student who attended.

M. STATE BUILDING AID

Lebanon School District shall receive all the State building aid for bond payments now being made on any AREA schools or for any future bond payments on said schools.

N. INCENTIVE AID

If funded by the State of New Hampshire, any incentive aid shall be credited to the sending districts in accordance with RSA 198: 19.

O. TUITION STUDENTS FROM OTHER DISTRICTS AND FOREIGN EXCHANGE STUDENTS

The authority of the Lebanon School District to accept tuition pupils from other districts shall not be diminished by acceptance of this plan.

Each sending district will be entitled to one (1) free tuition for a properly qualified foreign exchange student each year. If a sending district sends more than one foreign exchange student to LHS in any given year, the district will be assessed a normal, full tuition for each incremental student.

P. SETTLEMENT OF DISPUTES

Should either party have a complaint as to the operation or interpretation of this agreement, that complaint shall be stated in writing to the Superintendent of Schools for the other district. If the Superintendents cannot resolve the dispute, it shall be presented to the School Boards which shall jointly seek to resolve the dispute. Should resolution prove impossible, the dispute shall be referred to the State Board of Education Alternative Dispute Resolution process, including submission of the dispute to a Neutral Conference for a non-binding decision. If the dispute is not resolved following the DOE Alternative Dispute Resolution process, the dispute may be submitted for a decision by the Department of Education in accordance with its administrative rules, or to a court of competent jurisdiction.

Q. METHOD OF AMENDMENT

This plan, including the method of distribution of any aid or other articles of agreement, may be amended, or terminated, in accordance with the RSA: 195-A: 14.

R. DATE OF OPERATING RESPONSIBILITY

The original date of operating responsibility was July 1, 1967, as amended. This Amendment shall be effective July 1 2021 with the amended tuition calculation formula to begin formally with the commencement of the 2021-2022 school year.

S. TERM OF AGREEMENT

This Agreement will remain in effect for a minimum of ten (10) years after July 1, 2021 and shall continue in force and effect unless it is amended or rescinded in accordance with State law which is in effect at that time.

IN WITNESS WHEREOF, this addendum has been executed this ___ day of ___, 2021.

ITCPVJCO"

Isl _____

NGDCPQP"

Isl _____

RNCKPHKGNF"

Isl _____

EXHIBIT A

TABLE OF INFORMATION USED FOR TUITION CALCULATIONS

Tuition Year	MS-22 Used for Base Calculation	D0E-25's Used for Base Calculation	MS-22's Used for Cap	D0E-25's Used for Cap
	BY=Budeet Year	FY=Fiscal Year	BY=Budeet Year	FY=Fiscal Year
2021-2022	BY 2021	FY 2020 and 2019	BY 2021 and 2020	FY 2020 - 2018
2022-2023	BY 2022	FY 2021 and 2020	BY 2022 and 2021	FY 2021 - 2019
2023-2024	BY 2023	FY 2022 and 2021	BY 2023 and 2022	FY 2022 - 2020
2024-2025	BY 2024	FY 2023 and 2022	BY 2024 and 2023	FY 2023 - 2021
2025-2026	BY 2025	FY 2024 and 2023	BY 2025 and 2024	FY 2024 - 2022
2026-2027	BY 2026	FY 2025 and 2024	BY 2026 and 2025	FY 2025 - 2023
2027-2028	BY 2027	FY 2026 and 2025	BY 2027 and 2026	FY 2026 - 2024
2028-2029	BY 2028	FY 2027 and 2026	BY 2028 and 2027	FY 2027 - 2025
2029-2030	BY 2029	FY 2028 and 2027	BY 2029 and 2028	FY 2028 - 2026
2030-2031	BY 2030	FY 2029 and 2028	BY 2030 and 2029	FY 2029 - 2027

Summary of Proposed Changes

Section A - Wording clarification regarding grades covered in each district.

Section D - New language added to agreement re student support services, responsibilities, and conducting coordinator monthly update meetings.

Section H - Clarification regarding assignment and manifest and educational hardship/best interest transfers consistent with RSA 193:3.

Section K - Updated references for tuition rate calculation, which maintains stability for annual tuition rates.

Section L - Updated tuition payment timeline dates and defining half day or full day tuition as well as the final adjustment of tuition on June 30.

Section O - New language allows foreign exchange students from each district at no tuition will be one exchange student per year.

Section P - Clarifies process for resolving disputes.

Section S - Extends term by 10 years.

**GRANTHAM - LEBANON - PLAINFIELD
AUTHORIZED REGIONAL ENROLLMENT AREA AGREEMENT**

This amendment to the February 24, 2015 Authorized Regional Enrollment Area (AREA) Agreement is entered into pursuant to Chapter 195-A of the New Hampshire Statutes Annotated, as amended, among the School Districts of Grantham, Lebanon and Plainfield. This agreement shall be deemed to replace its predecessor, the February 24, 2015 Agreement which was an amendment of the 1994 AREA Agreement, which in turn amended its predecessor the 1994 AREA Agreement which itself was an amendment of the original plan dated July 1, 1967.

A. AREA SCHOOLS

The Grantham and Plainfield School Districts shall be the sending districts, and the Lebanon School District shall be the receiving district; and together the three shall form the region which shall be served by the AREA schools.

The Lebanon School District shall be responsible for grades seven through twelve for the Grantham School District, and for grades nine through twelve for the Plainfield School District. The Lebanon School District will offer approved programs for each grade level.

The Lebanon Middle School shall be the AREA school for grades seven and eight, and the Lebanon High School shall be the AREA school for grades nine, ten, eleven and twelve. Together these two schools shall be referred to as the AREA schools.

B. PURPOSE

To assure every member of the AREA schools' student body equal access to all educational programs and opportunities, membership rights, and responsibilities independent of their home community.

To provide long-term security for member districts by establishing a guarantee that the sending districts will send, and the Lebanon School District will receive students.

To provide a broader range of program offerings for students than would otherwise be financially feasible for individual school districts.

To share equitably the costs of education at the AREA schools among the districts involved in the plan.

To provide a mechanism for sending districts to actively participate in the evaluation and planning of programs at the AREA schools.

C. QUALITY OF EDUCATION

The Lebanon School District guarantees to own and operate a fully approved middle school and high school in accordance with Ed 306.28 and the standards as defined by the laws of the State of New Hampshire for the education of its own and sending district students, grades seven through twelve. In addition, at all times the high school shall be fully accredited by the New England Association of Secondary Schools and Colleges, Inc.

D. STUDENT SUPPORT SERVICES

For all Grantham and Plainfield students attending Lebanon Middle School and High School, the sending districts of Grantham and Plainfield remain the Local Education Agency ("LEA") responsible for participating in IEP and 504 meetings and approval of team decisions such as identifications, evaluation, and placement. The sending district "LEA" is also responsible for review and final approval of IEP and 504 plans. Lebanon, the receiving district, is responsible for providing special education services in accordance with students' IEP, and for ensuring that resident students are provided services in compliance with Section 504, including the Section 504 plan.

District special services directors will work collaboratively to resolve problems in delivery of special education and 504 services. The parties agree that the decision as to whether a student's needs can be met at Lebanon Middle or High school as well as what services a student requires, ultimately rests with the student's IEP team which will include the LEA representative from the sending district, members of the Lebanon staff and the parents/guardians of each child.

To fulfil their respective responsibilities, both sending districts and the receiving district recognize the benefit of clear and consistent communication regarding the progress of students with IEP or Section 504 plans and therefore agree to engage in regular communication throughout the year.

Lebanon School District agrees to provide to each sending district a quarterly progress update. Lebanon School District will confirm compliance with the student plans as agreed upon. In addition, there will be an opportunity for the receiving and sending district LEAs/building coordinators to meet monthly to review student plans and implementation and that minutes regarding key topics from these meetings are shared with superintendents for regular review.

E. STUDENT ORIENTATION/GUIDANCE SERVICES

Counseling services will be made available to Grantham's grade six students for seventh grade and subject placement and to Plainfield's grade eight students for ninth grade and subject placement. Orientation for Hartford Area Career and Technical Center programs will be made available for both Grantham and Plainfield students.

F. PUPIL REGULATIONS

It is understood that the same pupil regulations will apply to the students from the sending districts as to those of the receiving district.

G. REPORTS PROVIDED

All member districts will have access to educational records for pupils residing within their district, consistent with the Federal Family Educational Rights and Privacy Act, also known as the Buckley Amendment, 20 U.S.C. § 1232g. The following records shall be provided to the member districts within 30 days of their receipt by Lebanon without the need for a specific request:

1. SAT scores
2. Advanced Math enrollment and grades
3. Honor Roll
4. Average class size
5. Hartford Area Career and Technical Center enrollment by trade
6. Previous years' college placement by school
7. Advanced Placement class enrollment
8. Special education count
9. The tuition rate for non-AREA members

Other student records (such as but not limited to the results of any other achievement tests administered and participation in extra-curricular activities) shall be made available to the member districts within thirty days of the receipt by Lebanon of a request from the sending district.

H. EXCEPTIONS FOR ENROLLMENT

All students assigned to one of the grades listed in section A living within the districts belonging to the AREA shall attend one of the AREA schools listed in section A with the following exceptions:

1. Any student with an educational disability requiring programming not part of the AREA school program of studies will be considered an "out of district" placement and will be the financial responsibility of the sending district.
2. No regular students from sending districts shall attend school outside the AREA unless tuition liabilities are assumed by the parent or guardian.
3. As mentioned in the preceding paragraph, H.2, no regular education students shall be assigned by a sending district to attend a school outside the AREA, with the exception of students who demonstrate to a sending district's school board or the State Board of Education, a manifest education hardship or who are granted a change of school assignment under RSA 193:3 provided the change is agreed upon jointly by the Superintendent of the sending school district and the Superintendent of the Lebanon School District

4. Any student from a sending town that attends a school outside the AREA without charge (private or public) due to scholarship or as a result of their parent or guardians' employment at the non-AREA school are exempt

I. SENDING DISTRICT PARTICIPATION IN LEBANON SCHOOL BOARD ACTIVITIES

The sending districts will have one non-voting seat each on Lebanon's Education Committee and its Facilities and Finance Committee (and associated Building Subcommittee).

Each of the sending district's representative may be invited to participate in nonpublic session by the Committee Chair at the Committee Chair's discretion should a matter have specific relevance to the sending district. New Hampshire RSA 91-A:3 lists five possible situations for nonpublic meetings. Of these five situations three could impact the sending districts, (c) students, (d) property or (e) legal negotiations aside from employment contracts. Should the sending district's representative attend the nonpublic meeting, he/she will have the same obligation to preserve the confidentiality of information obtained in non-public session that a member of the Lebanon School Board has provided that the representative may share the information with the representative's School Board and administration at a duly called non-public meeting of his/her board.

J. PURPOSE AND FREQUENCY OF AREA MEETINGS

There shall be annually three joint meetings of the Grantham, Lebanon and Plainfield School Boards for the purpose of consulting and advising regarding any matters of joint interest. These meetings will be both financially and educationally oriented and will provide opportunities for the sending district boards to become better involved with the program of studies at the AREA schools and their administrative procedures.

Beginning in September 2020, and in each year thereafter, the AREA school boards will, at one of the three joint meetings, specifically address whether the tuition formula as outlined in this agreement is functioning as intended. If the AREA members wish to revise the tuition calculation this must be done in accordance with sections P and R of this agreement.

K. COMPUTATION OF TUITION RATES AND NOTIFICATION

1. Notification

Tuition rate shall be established by the Lebanon School Board by October 10, for the subsequent year and communicated to the sending school districts no later than October 15.

Lebanon will provide to the sending districts the detailed calculation and underlying support for the computation of the tuition rates.

2. Tuition per pupil

The rate of tuition per pupil shall consist of payments for operating costs and capital expense charge.

3. Sources information used for computation

The tuition rates will be computed using the following sources (or their equivalent) of Lebanon School District information:

- (a) Preceding year's State of New Hampshire *Report of Appropriations Form MS-22* (MS-22), for each AREA school,
- (b) Average Daily Membership from the *General Statistics of Public and Non-Public Schools* (ADM) as required by RSA 189:28, I., and
- (c) New Hampshire State Department of Education, *Annual Financial Report*, Form DOE-25 (DOE-25) for the three previous years. The DOE-25 is completed annually by August 31 of the fiscal year following the completion of the most recent June 30 fiscal year.
- (d) Annual independent audit reports of the financial statements of the Lebanon School District for any and all years related to underlying Forms DOE-25 used in these tuition calculations.

Exhibit A delineates a table of underlying information that will be used for each year's computations for the term of this agreement.

If an AREA school, such as the Middle School, is used for other than AREA grades, the costs for that AREA school will be pro-rated based on the percentage of students in grades served by this Agreement as compared to the previous three years average ADM for the grades represented in the school (grades 5 - 8). For purposes of tuition calculations, "non-AREA schools" are schools or grade levels to which students from the sending districts are not assigned. For example, the Lebanon elementary schools are non-AREA schools. Grades 5 and 6 at the Middle School are also non-AREA schools.

4. Base amount using Ms.22

The estimated expenditures from the MS-22 for each AREA school and all associated underlying supporting documentation less the following amounts excluded (subtracted) from base amount (2009 Form MS-22 function provided as an example for reference only).

- (a) Appropriations for student transportation (2009 Fonn MS-22 function 2700) and for Contingency Funds created pursuant to RSA 198:4-b
- (b) Appropriations for Net Capital Expenses that meet the substantive criteria for New Hampshire State Building Aid as in effect on June 29, 2021.

- (c) Appropriations for any Capital Reserve to the extent they are for non-AREA schools
- (d) Appropriations for any other expendable trust funds to the extent they are for non-AREA schools
- (e) Appropriations for Tuition for any Lebanon students to attend schools outside the Lebanon School District (2009 Form MS-22 functions 1200 - objects 560-569)
- (f) The anticipated Hartford Area Career and Technical Center-Education Revenue to be received by Lebanon from the State of New Hampshire (2009 MS-22 Function 3220)

5. Base amounts using DOE-25

The actual expenditures from the DOE-25 for each AREA school and all associated underlying supporting documentation for the two most recent fiscal years ended June 30 less the following amounts for each of the two years:

- (a) Actual expenditures for daily student transportation (excluding field trips and co-curricular trips) and for Contingencies at non-AREA schools or programs that are made from Contingency Funds created pursuant to RSA 198:4-b
- (b) Actual expenditures for NetCapital Expenses that meet the substantive criteria New Hampshire State Building Aid as in effect on June 29, 2021.
- (c) Actual expenditures for any Capital Reserve to the extent they are for non-AREA schools
- (d) Actual expenditures for any other expendable trust funds to the extent they are for non-AREA schools
- (e) Actual expenditures for Tuition for any Lebanon students to attend schools outside Lebanon School district.
- (f) The actual Hartford Area Career and Technical Center Education Revenue received by Lebanon from the State of New Hampshire.

Should the independent audits of the financial statements for any of the years related to a Form DOE-25 used as a base for the tuition calculation reflect expenditure amounts that differ from that on the original DOE-25, the amounts used in this calculation will be revised to reflect the audited amounts.

6. Rental Charge

A per student capital expense charge will be 2% of the "Net Capital Expenses" that are incurred by Lebanon for AREA schools will be added to the per student tuition charge.

"Net Capital Expenses" are defined as appropriations that would meet the substantive criteria for New Hampshire building aid as in effect on, June 29, 2021 less New Hampshire building aid received that offsets capital expenses less any other revenue not generated by taxation which reimburses or offsets the appropriations.

Provided, however, that in the event the existing building aid reimbursement formula under NH RSA 198:15-a - RSA 198:15(hh) is amended following the effective date of this agreement in the manner that changes by more than 10% the amount of net capital expenses determined in accordance with this agreement, then in that event, the parties agree to reopen negotiations on the definition of "net capital expenses." The parties agree that they will work toward developing a new definition that is as close as practical, in both substance and effect, to the method for determining "net capital expenses" by limiting capital expenses to qualifying capital expenses in accordance with the law that was in existence at the time of the execution of this agreement and then subtracting from those qualified expenses the amount of revenue received from state, federal, and private sources.

The rental charge will be determined by dividing the "Net Capital Expenses" for the AREA school or schools receiving New Hampshire building aid by the average ADM and multiplying the result by 2%. The average ADM will be determined based on the previous three years ADM for the grades served by this agreement.

7. Calculated tuition amounts

The calculated tuition amount for each AREA school (High School for Plainfield and Grantham students and Middle School grades 7 and 8 for Grantham students) will be determined for each AREA school by adding the amount arrived at from paragraph **K.4** to the amount arrived at from paragraph **K.5** for each AREA School and dividing by 3, then taking that amount and dividing it by the average ADM from the previous 3 years from the grades served by the AREA agreement for that school. To that result the capital expense charge for each AREA school, determined in accordance with paragraph **K.6**, shall be added to each AREA Schools rate to determine the calculated tuition amount for each AREA School.

8. Annual rate increase cap

Lebanon School District recognizes that the sending districts do not have a vote in matters related to the budgets adopted relative to the AREA schools. In recognition of this fact Lebanon has agreed to a cap on any annual rate increases that may result from the tuition computations. The cap is generally based on the overall Lebanon budget increase. The "Cap" is specifically determined annually based on the average of the following three percentages:

- (a) The total district budget increase from the base MS-22 used in this tuition calculation as compared to the previous year's MS-22, expressed as a percentage and
- (b) The total district expenditures for each of the two most recently completed DOE-25 as compared to their respective preceding year's total expenditures expressed as a percentage.

9. Final tuition amount

The final tuition amount will be the lesser of:

- (a) The average tuition calculated in section K.7 of this agreement, or
- (b) The previous year's Final tuition amount multiplied by the sum of one plus the Cap as defined in section K.8 of this agreement.

L. PAYMENT OF TUITION

Lebanon will bill Grantham and Plainfield for the actual student enrollment at the time the tuition bills are prepared.

Tuition payments shall be made by the sending district, Grantham and Plainfield, to the receiving district, Lebanon, in each fiscal year by November 15, January 15, and May 15. The payments shall be billed on the estimated annual amount divided into three installments. The final accounting adjustment shall be made by June 30 of each fiscal year.

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The final June 30 adjustment of costs shall be based on the actual daily membership for each student who attended.

M. STATEBUILDINGAID

Lebanon School District shall receive all the State building aid for bond payments now being made on any AREA schools or for any future bond payments on said schools.

N. INCENTIVE AID

If funded by the State of New Hampshire, any incentive aid shall be credited to the sending districts in accordance with RSA 198: 19.

O. TUITION STUDENTS FROM OTHER DISTRICTS AND FOREIGN EXCHANGE STUDENTS

The authority of the Lebanon School District to accept tuition pupils from other districts shall not be diminished by acceptance of this plan.

Each sending district will be entitled to one (1) free tuition for a properly qualified foreign exchange student each year. If a sending district sends more than one foreign exchange student to LHS in any given year, the district will be assessed a normal, full tuition for each incremental student.

P. SETTLEMENT OF DISPUTES

Should either party have a complaint as to the operation or interpretation of this agreement, that complaint shall be stated in writing to the Superintendent of Schools for the other district. If the Superintendents cannot resolve the dispute, it shall be presented to the School Boards which shall jointly seek to resolve the dispute. Should resolution prove impossible, the dispute shall be referred to the State Board of Education Alternative Dispute Resolution process, including submission of the dispute to a Neutral Conference for a non-binding decision. If the dispute is not resolved following the DOE Alternative Dispute Resolution process, the dispute may be submitted for a decision by the Department of Education in accordance with its administrative rules, or to a court of competent jurisdiction.

Q.METHODOFAMENDMENT

This plan, including the method of distribution of any aid or other articles of agreement, maybe amended, or terminated, in accordance with the RSA: 195-A:14.

R. DATE OF OPERATING RESPONSIBILITY

The original date of operating responsibility was July 1, 1967, as amended. This Amendment shall be effective July 1, 2021 with the amended tuition calculation formula to begin formally with the commencement of the 2021-2022 school year.

S. TERM OF AGREEMENT

This Agreement will remain in effect for a minimum of ten (10) years after July 1, 2021 and shall continue in force and effect unless it is amended or rescinded in accordance with State law which is in effect at that time.

IN WITNESS WHEREOF, this addendum has been executed this __ day of __, 2021.

GRANTHAM

Kun"

LEBANON

Kun"

PLAINFIELD

Kun"

EXHIBIT A

TABLE OF INFORMATION USED FOR TUITION CALCULATIONS

Tuition Year	MS-22 Used for Base Calculation	D0E-25's Used for Base Calculation	MS-22's Used for Cap	D0E-25's Used for Cap
	BY=Bud2et Year	FY=Fiscal Year	BY=Bud2et Year	FY=Fiscal Year
2021-2022	BY 2021	FY 2020 and 2019	BY 2021 and 2020	FY 2020 - 2018
2022-2023	BY 2022	FY 2021 and 2020	BY 2022 and 2021	FY 2021 - 2019
2023-2024	BY 2023	FY 2022 and 2021	BY 2023 and 2022	FY 2022 - 2020
2024-2025	BY 2024	FY 2023 and 2022	BY 2024 and 2023	FY 2023 - 2021
2025-2026	BY 2025	FY 2024 and 2023	BY 2025 and 2024	FY 2024 - 2022
2026-2027	BY 2026	FY 2025 and 2024	BY 2026 and 2025	FY 2025 - 2023
2027-2028	BY 2027	FY 2026 and 2025	BY 2027 and 2026	FY 2026 - 2024
2028-2029	BY 2028	FY 2027 and 2026	BY 2028 and 2027	FY 2027 - 2025
2029-2030	BY 2029	FY 2028 and 2027	BY 2029 and 2028	FY 2028 - 2026
2030-2031	BY 2030	FY 2029 and 2028	BY 2030 and 2029	FY 2029 - 2027

2021 PROPOSED WARRANT ARTICLES**Plainfield**

Article ____ . Authorized Regional Enrollment Agreement [AREA] Amendment and Renewal

To see if the District will vote to amend the existing Grantham-Lebanon-Plainfield Authorized Regional Enrollment Agreement (AREA Agreement) between the Grantham, Lebanon, and Plainfield School Districts which provides for the continued education of Plainfield's high school students (grades nine through twelve) at Lebanon High School and further to approve renewal of the AREA Agreement for a term of ten (10) years, to commence on July 1, 2021 and expire on June 30, 2031 in accordance with the proposed AREA Agreement on file with the District Clerk?

(The School Board recommends this action.) (Majority vote required.)

Grantham

Article ____ . Authorized Regional Enrollment Agreement [AREA] Amendment and Renewal

To see if the school district will vote to amend the existing Grantham-Lebanon-Plainfield Authorized Regional Enrollment Agreement (AREA Agreement) between the Grantham, Lebanon, and Plainfield School Districts which provides for the continued education of Grantham's middle and high school students (grades seven through twelve) at Lebanon Middle School and Lebanon High School and further to approve renewal of the AREA Agreement for a term of ten (10) years, to commence on July 1, 2021 and expire on June 30, 2031 in accordance with the proposed AREA Agreement on file with the District Clerk?

(Recommended by the Grantham School Board).

Lebanon

Article ____ Authorized Regional Enrollment Agreement [AREA] Amendment and Renewal

To see if the School District will vote to amend the existing Grantham-Lebanon-Plainfield Authorized Regional Enrollment Agreement (AREA Agreement) between the Grantham, Lebanon, and Plainfield School Districts which provides for the continued education of: (A) Grantham's students in grades seven through twelve at Lebanon Middle School and Lebanon High School, and (B) Plainfield's students in grades nine through twelve at Lebanon High School and, to approve renewal of the AREA Agreement for a term of ten (10) years, to commence on July 1, 2021 and expire on June 30, 2031 in accordance with the proposed AREA Agreement on file with the District Clerk?

(Majority vote required)

The School Board recommends this Article.

AREA Committee Meeting
On Line Zoom Public Hearing Meeting
Tuesday, December 17, 2020
5:30PM.

DRAFT MINUTES

Attending Participants:

Grantham School District Representatives: Grantham School Board members Brittany Pye, Denise Sullivan, Jodie Poljacik; Grantham School District Superintendent Sydney Leggett.

Lebanon School District Representatives; Lebanon School Board Members Tom Harkins, Richard Milius, Martha DiDomenico; Lebanon School District Superintendent Joanne Roberts, Lebanon School District Business Administrator Tim Ball.

Plainfield School Board members Chris Forman, Beth Houde, Jenny Ramsey; Plainfield School District Superintendent Cory LeClair; R Lohr, recorder.

1. Call to Order

The emergency electronic public meeting was called to order at 5:40 PM by Dr. Joanne Roberts, representing the Lebanon School District, and she read the statement regarding the emergency meeting. The roll call was conducted including the respective district's board members and administrators, and legal counsel.

2. Nominations

A motion was made by Tom Harkins to nominate Martha DiDomenico as AREA Committee chair and the nomination was seconded by Beth Houde. There being no other nominations, there was a vote for Martha DiDomenico as chair and the nomination was approved with all in favor (Sullivan, Poljacik, Pye, Harkins, Milius, DiDomenico, Houde, Ramsey, Forman).

A motion was made by Tom Harkins to nominate Richard Milius as AREA Committee clerk and the nomination was seconded by Beth Houde. There being no other nominations, there was a vote for Richard Milius as clerk and the nomination was approved with all in favor (Sullivan, Poljacik, Pye, Harkins, Milius, DiDomenico, Houde, Ramsey, Forman).

3. Public Hearing

Dr. Joanne Roberts opened the public hearing and read the public hearing notice regarding the AREA agreement renewal stating that the participating districts have publicly posted the public hearing meeting and the AREA agreement as modified.

Public comments were welcomed and Dr. Roberts presented an overview of the modifications to the AREA Agreement as follows:

Section A - wording clarification.

Section D - added to student support services, responsibilities, and conducting coordinator monthly update meetings.

Section H - enrollment manifest and educational hardships.

Section K - tuition rate calculation which maintains rate stability and remains the same.

Section L - payment timeline dates and defining half day or full day tuition and the final adjustment on June 30.

Section O - foreign exchange students from each district at no tuition will be one exchange student per year.

Section Q - how amendments are to be handled.

The agreement term will be 10 years.

Jenny Ramsey and Beth Houde expressed appreciation to the members of the AREA Committee for the work that was done on the agreement renewal.

Bill McGonigle of Plainfield asked for the agreement to include a clause to not prohibit high school choice which would allow residents of the sending districts to have a choice of high schools. McGonigle stated that he lacked an opportunity in the renewal process to voice his interest. It was stated that the AREA Committee held eight meetings where the renewal of the AREA agreement was addressed that the meetings had been publicly warned and held since the end of 2019. Additionally, the issue of high school choice had been raised in Plainfield in the past, and the district had deliberations and an election result in the past which overwhelmingly supported the AREA agreement to send resident high school students to Lebanon High School. The Plainfield School Board has also discussed the topic at School Board meetings in Plainfield, and Plainfield Board member Chris Forman cited the town's super majority for continuing with the AREA agreement.

There being no other public comments, Dr. Roberts closed the public hearing at 6:07 PM and the public meeting was reconvened.

4. Findings and Approval Motions

Beth Houde moved and Richard Milius seconded a motion that the AREA Review Committee make the following findings:

1. That the continued maintenance and renewal of the AREA Agreement for a term of ten (10) years is in the best interest of all three Districts, allowing for better curricular and educational opportunity for the Districts, while benefiting from an economy of scale; 2. That changes to the existing and renewed AREA are appropriate in order to update the legal obligations of both Districts and to more accurately reflect the formula used by the Districts for calculating the student tuition, and to memorialize in writing other matters which have been the practice of the Districts over the past 50 plus years; and 3. That proceeding forward with these changes and the formal renewal of the AREA at the annual meeting of the three Districts will afford the citizens of the Districts the opportunity to determine whether they wish to maintain the educational and financial relationship among the three Districts.'}

The vote was held and the motion was approved with all in favor (Grantham District - Sullivan, Poljacik, Pye, Lebanon District - Harkins, Milius, DiDomenico, Plainfield District - Houde, Ramsey, Forman).

Richard Milius moved and Beth Houde seconded a motion that the Lebanon, Grantham, and Plainfield AREA Review Committee recommend and approve moving forward with the proposed amendment and renewal of the AREA Agreement and further recommend that, subject to State Board approval, the three Districts place the amendments and renewal of the AREA for a term of ten (10) years, commencing on July 1, 2020 and expiring on June 30, 2031, on their respective warrants for approval.

The vote was held and the motion was unanimously approved with all in favor (Grantham District- Sullivan, Poljacik, Pye, Lebanon District - Harkins, Milius, DiDomenico, Plainfield District - Houde, Ramsey, Forman).

4. Minutes Approval

A motion was made and seconded (Pye, Harkins) to approve the meeting minutes for the October 13, 2020 AREA Committee meeting as submitted. The motion was approved with 5 in favor (Pye, Harkins, Milius, Sullivan, Forman) and 4 abstentions (DiDomenico, Poljacik, Houde, Ramsey).

5. Adjournment

A motion was made and seconded (DiDomenico, Ramsey) to adjourn the meeting. The motion was approved with all in favor (Sullivan, Poljacik, Pye, Harkins, Milius, DiDomenico, Houde, Ramsey, Forman). The meeting was adjourned at 6:17 PM.

Readopt with amendment Ed 322, effective 6-5-13 (Document #10363), to read as follows:

**PART Ed 322 REGIONAL CAREER & TECHNICAL CENTER AND CHARTER SCHOOL LEASES
LEASE AID**

Ed 322.01 Purpose. The purpose of Ed 322 is to implement the provisions of RSA 198:15-hh relative to providing annual grants to meet the costs of leasing permanent space in buildings for regional career and technical centers that are used for the operation of high school career and technical education programs ~~and charter schools~~.

Ed 322.02 Definitions. Except where the context makes another meaning clear, the following words have the meaning indicated when used in Ed 322:

~~(a) “Charter school” means a chartered public school established under RSA 194-B:2 or RSA 194-B:3-a.~~

~~(b)~~ **(ba)** “Construction” means construction as defined in RSA 188-E:2, IV.

~~(c)~~ **(cb)** “Department” means the New Hampshire department of education.

~~(d)~~ **(dc)** “District” means a school district as defined in RSA 194:1, and a cooperative school district as defined in RSA 195:1.

~~(e)~~ **(ed)** “Lease” means an agreement to lease permanent space in a building or buildings not owned by the district for a regional vocational center program that is used for the operation of a high school vocational technical education program ~~or charter school~~ and that is eligible to receive grants under RSA 198:15-hh.

~~(f)~~ **(fe)** “Leased facility” means permanent space in a building or buildings as described in the lease.

~~(g)~~ **(gf)** “Regional career and technical center” means those buildings designated as regional career and technical centers under RSA 188-E:1 as part of a high school vocational technical education program.

~~(h)~~ **(hg)** “Regional career and technical center program” means a high school career and technical education curriculum offering that is eligible to receive grants under RSA 188-E and RSA 198:15-hh.

~~(i)~~ **(ih)** “School lease aid” means the annual grant for a lease under RSA 198:15-hh,I.

Ed 322.03 Lease Agreements.

(a) A lease shall be approved by the legislative body of the district ~~or the charter school board of trustees~~ as prescribed in RSA 198:15-hh.

(b) A lease shall only be approved for educational space to be used by a regional career and technical center. Lease costs for administrative space, space for non-vocational technical education programs, and storage beyond what is required for vocational technical education programs in the regional vocational center shall not be eligible for reimbursement. ~~A lease shall only be approved for educational space, administrative space, storage, kitchen, and dining area necessary for the operation of a charter school.~~

(c) An initial lease shall be for a term of 10 years or less to be eligible to receive school lease aid.

(d) The applicant shall be responsible for paying to the property owner all costs incurred through the lease. School lease aid shall be considered a reimbursement of a portion of rental costs as authorized by RSA 198:15-hh, provided that sufficient funds are appropriated by the legislature and made available to the department.

(e) A lease shall continue until its term expires. The sale of the property by the owner or a declaration of bankruptcy by the owner shall not terminate the agreement entered into with the district ~~or charter school~~.

(f) The lease shall provide for dedicated on-site parking for staff and students.

(g) The lease shall state the parties responsible for carrying out the following activities, the procedures for carrying out such activities, and the cost of and payment for completing the activities at the regional career and technical center ~~or charter school~~:

- (1) Maintenance;
- (2) Custodial services;
- (3) Refuse removal;
- (4) Snow removal; and
- (5) Grounds maintenance.

(h) Costs for utilities, heat, and the items listed in (g) above shall not be eligible for reimbursement.

(i) The duties of property owners in Ed 322.07 shall be included in the provisions for each lease.

(j) The lease for a regional career and technical center and the center's programs shall be included in the annual review of the regional career and technical center by the department under Ed 322.08.

Ed 322.04 Approval and Review of Leases.

(a) Each lease shall be reviewed by the applicant's attorney licensed in New Hampshire who is knowledgeable in contract law pertaining to such lease agreements. Applicants wishing to receive school lease aid shall submit certification to the department that the lease has been reviewed, approved, and signed.

(b) The review shall be for the purpose of compliance with factual law and contains no factual errors; and

(c) The review shall be to determine compliance with contract law including no omissions and the lease has been amended as necessary.

(d) A lease shall be reviewed and approved by the department using the following factors to determine that the lease represents an efficient use of state and local resources:

- (1) Space requirements as compared to available space at the existing regional career and technical center and according to current standards for school building construction;
- (2) Projected student enrollment;
- (3) Need for specialized space or equipment; and
- (4) Cost compared to the cost of construction for an equivalent school facility.

Ed 322.05 Renewal of Leases.

(a) Leases may be renewed for a maximum of 10 years. Upon renewal, a lease agreement shall remain eligible to receive school lease aid if the department determines that the lease represents an efficient use of state and local resources.

(b) The department shall use the following factors to make the determination that the lease represents an efficient use of space and local resources:

- (1) Space requirements as compared to available space;
- (2) Projected student enrollment;
- (3) Need for specialized space or equipment; and
- (4) Cost.

(c) Whether a lease is renewed shall be reviewed during the planning for future construction projects at the regional career and technical center. Requirements being met through the regional career and technical center shall be included in the planning for the construction project. A lease shall be terminated upon completion of the construction project.

Ed 322.06 Early Termination of Leases. The lease shall:

(a) Include a provision to allow early termination of the lease by the applicant in the event the building is no longer required to meet the needs of the regional center ~~or charter school~~;

(b) Include a provision for early termination by the district in the event the property owner fails to fulfill the terms of the lease; and

(c) Include a provision that requires the property owner to give notice of at least 60 days prior to early termination of the lease by the property owner.

Ed 322.07 Duties of Applicant.

(a) In order for an applicant to be eligible for school lease aid, the applicant shall comply with the provisions of this section.

(b) The applicant shall ensure the identification of the location of any and all asbestos-containing material prior to occupancy of the property as a regional vocational center by the ~~district or charter school~~. Pursuant to RSA 141-E:3, the leased property shall be subject to the requirements of the Asbestos Hazard Emergency Response Act (AHERA), 15 USC 53.

(c) The applicant shall conduct or cause to be conducted a water test prior to occupancy of the property as a regional career and technical center ~~or charter school~~. The applicant shall also conduct or cause to be conducted a water test annually on the date occupancy commenced. The applicant shall obtain water quality results either from the municipal system, if connected, or in accordance with the applicable provisions of Env-Ws 300 et seq. or successor rules in subtitle Env-Dw as required for non-transient, non-community water systems.

(d) The applicant shall ensure the property owner will allow testing for air quality, mold, lead, asbestos, or any other hazardous materials or conditions at the expense of the school ~~district or charter school~~. The applicant shall ensure the property owner will promptly correct any deficiencies identified by such testing at the expense of the property owner. Testing shall be allowed prior to occupancy of the property as a regional career and technical center ~~or charter school~~, and at any time during such occupancy.

(e) The applicant shall ensure property and liability insurance is maintained to fully compensate for loss or damage to property or any other costs associated with an event resulting from negligence by the owner or the owner's agents or employees.

(f) If utility costs are included in the monthly or annual lease payment, the property owner shall separate those costs from the rental costs on the invoice submitted to the district ~~or charter school~~.

Ed322.08 Regional Career and Technical Center Programs. Each regional career and technical center program in a leased facility shall be reviewed on an annual basis by the department. The annual review shall indicate a need to lease or to continue leasing space.

Ed 322.09 School Lease Aid.

(a) Applications for school lease aid for leased facilities shall be submitted to the department prior to January 1 of each year in order to be eligible to receive a grant for school lease aid in the fiscal year following the year of submittal.

(b) In order to be eligible to receive school lease aid for a regional career and technical center program ~~or charter school~~ in a leased facility, the applicant shall meet the following requirements:

(1) The applicant shall provide the department with a transportation plan and budget for the use of the leased facility;

(2) The applicant shall submit to the department a certificate signed by the local code enforcement official, fire chief, a licensed engineer or a licensed architect that indicates that the leased facility meets:

a. The state building code under RSA 155-A;

b. The state fire code under Saf-C 6000; and

c. The New Hampshire code for barrier-free design under Abfd 300;

(3) The leased facility shall meet the minimum space requirements of RSA 198:15-b, RSA 198:15-d, RSA 198:15-e, RSA 198:15-g, and Ed 321; and

(4) If food service operations, either culinary arts education or school provided meals, are to take place in the leased facility, the district ~~or charter school~~ shall submit letters of approval to the department for the operations from the department's bureau of nutrition and from the bureau of food protection in the New Hampshire department of health and human services, as provided in He-P 2304.

(c) School lease aid grant payments for leased facilities shall be awarded to the applicant at the same time and in the same manner as grant payments for construction projects under RSA 198:15-b.

(d) In the event that the annual budget for school lease aid from funds appropriated by the general court is insufficient to give the applicant their full entitlement of school lease aid in any year, grant payments shall be prorated equally among all eligible applicants as specified in RSA 198:15-e.

(e) The application for school lease aid for a leased facility shall include:

(1) A copy of the lease agreement;

(2) An explanation of why the lease is necessary;

(3) A floor plan showing the proposed layout and use of the space to be leased for the regional career and technical center ~~or charter school~~;

(4) A site plan of the building and the surrounding property; and

(5) A description of the surrounding area that includes the specific types of residential, commercial and industrial activities that take place on the property and on all abutting properties.

(f) In order to receive school lease aid grant payments for leased facilities, the applicant shall submit to the department information on the costs and descriptions of at least 2 alternative properties that have been considered to meet the requirements for a regional career and technical center or charter school educational program in addition to the property that has been selected. The reason for choosing the selected property over the others shall be clearly explained. This requirement shall be waived by the commissioner for charter schools in existence and occupying leased space prior to July 1, 2011.

(g) The initial building costs of modifying the building to meet the requirements of the educational program shall be eligible for school lease aid if the district ~~or charter school~~ is required to pay those costs by the terms of the lease.

Ed 322.10 Costs not Eligible for School Lease Aid for Leased Facilities. The following costs shall not be eligible for school lease aid:

(a) Costs for damages to the leased facility beyond fair wear and tear;

(b) Any deposits of funds that the district ~~or charter school~~ is required to provide to the property owner that are subsequently returned to the district ~~or charter school~~;

(c) Utility costs at the leased facility;

(d) Costs associated with the activities in Ed 322.03(g);

(e) Costs associated with a lease for the use of portable or modular classroom space;

(f) Costs for daily cleaning of the leased facility; and

(g) Costs for repairs for damages to the facility regardless of cause.

Adopt Ed 323 to read as follows:

PART Ed 323 CHARTER SCHOOL LEASE AID

Ed 323.01 Purpose. The purpose of Ed 323 is to implement the provisions of RSA 198:15-hh relative to providing annual grants to meet the costs of leasing permanent space in buildings for chartered public schools authorized under RSA 194-B:3-a.

Ed 323.02 Definitions. Except where the context makes another meaning clear, the following words have the meaning indicated when used in Ed 323:

(a) “Charter school” means a chartered public school established under RSA 194-B:3-a.

(b) “Department” means the New Hampshire department of education.

(c) “Lease” means an agreement to lease permanent space in a building or buildings.

(d) “Leased facility” means permanent space in a building or buildings as described in the lease.

(e) “Lease aid” means the annual grant for a lease under RSA 198:15-hh,I.

Ed 323.03 Lease Agreements.

(a) Pursuant to RSA 198:15-hh, a lease shall be approved by the charter school board of trustees.

(b) Pursuant to RSA 198:15-hh, an initial lease shall be for a term of 10 years or less to be eligible to receive lease aid.

(c) A lease shall continue until its term expires. The sale of the property by the owner or a declaration of bankruptcy by the owner shall not terminate the agreement entered into with the charter school.

(d) The lease shall state the parties responsible for carrying out the following activities, the procedures for carrying out such activities, and the cost of and payment for completing the activities:

- (1) Maintenance of the facility;
- (2) Custodial services;
- (3) Refuse removal;
- (4) Snow removal; and
- (5) Grounds maintenance.

(e) Costs for utilities, heat, and the items listed in (d) above shall not be eligible for reimbursement. If utility costs are included in the monthly or annual lease payment, the property owner shall separate those costs from the rental costs on the invoice submitted to the charter school.

(f) Costs for space beyond what is required for the operation of the charter school is not eligible for reimbursement. If space is leased beyond what is necessary for the operation of the charter school, the property owner shall separate those costs on the invoice submitted to the charter school.

(g) The lease shall include the necessary provisions to allow for the duties identified in Ed 323.05 to be met.

(h) The lease shall include a provision to allow early termination of the lease by the applicant in the event the building is no longer required to meet the needs of the charter school.

(i) The lease shall include a provision for early termination by the charter school in the event the property owner fails to fulfill the terms of the lease.

(j) The lease shall include a provision that requires the property owner to give notice of at least 60 days prior to early termination of the lease by the property owner.

(k) Upon written request, the commissioner shall waive requirements of Ed 323.03 if the lease was signed prior to the effective date of these rules. If requirements are waived, they shall be met to the greatest extent practicable in subsequent lease renewals.

Ed 323.04 Legal Review of Lease.

(a) The lease shall be reviewed, at the applicant's expense, by the applicant's attorney licensed in New Hampshire who is knowledgeable in contract law pertaining to such lease agreements;

(b) The review shall be for the purpose of compliance with Ed 323.03;

(c) The review shall be for the purpose of compliance with factual law and shall contain no factual errors; and

(d) The review shall confirm compliance with contract law including no omissions and that the lease has been amended as necessary.

Ed 323.05 Duties of Applicant. In order for an applicant to be eligible for lease aid, the applicant shall comply with the provisions of this section.

(a) The applicant shall complete all local, state, and federal required water testing;

(b) The applicant shall complete all local, state, and federal required air quality testing, mold, lead, asbestos, or any other hazardous materials testing;

(c) The applicant shall ensure the property owner will allow testing for air quality, mold, lead, asbestos, or any other hazardous materials or conditions at the expense of the charter school. The applicant shall ensure the deficiencies identified by such testing will be promptly corrected. Testing shall be allowed prior to occupancy of the property and at any time during such occupancy.

(d) The applicant shall ensure the identification of the location of any and all asbestos-containing material prior to occupancy of the property. Pursuant to RSA 141-E:3, the leased property shall be subject to the requirements of the Asbestos Hazard Emergency Response Act (AHERA), 15 USC 53.

(e) The applicant shall ensure property and liability insurance is maintained to fully compensate for loss or damage to property or any other costs associated with an event resulting from negligence by the owner or the owner's agents or employees.

Ed 323.06 Lease Aid Application. In order for an applicant to be eligible for lease aid, the applicant shall comply with the provisions of this section.

(a) By January 1 applicants shall submit to the department the following:

(1) A copy of the proposed lease agreement that meets the requirements in Ed 323.03;

(2) The amount of the lease eligible for lease aid;

(3) An explanation of why the lease is necessary;

(4) Address and location map of the property;

(5) A description of the surrounding area that includes the specific types of residential, commercial and industrial activities that take place on the property and on all abutting properties;

(6) Indication if the leased facility is on municipal or domestic water and sewer;

(7) An assurance statement that the applicant shall conduct or cause to be conducted a water test prior to occupancy of the property to ensure compliance with RSA 485:17-a, Lead in Drinking Water in Schools and Licensed Child Care Facilities;

(8) An assurance statement that the applicant shall comply with duties of the applicant identified in Ed 323.05;

(9) An assurance statement that the lease only includes costs for space that is required for the operation of the charter school;

(10) A statement that the applicant is aware that per Ed 321.13, all public school construction or reconstruction projects are required to have a review completed by the State Fire Marshal's Office; and

(11) A statement that the applicant is aware of the additional submittal requirements and deadline in (b) below.

(b) By September 1 or prior to occupancy, whichever comes first, the applicant shall submit the following:

(1) A statement signed by the local code enforcement official, a licensed engineer, a licensed architect, or other qualified professional that indicates that the leased facility meets the state building code under RSA 155-A;

(2) A statement signed by the local code enforcement official, fire chief, a licensed engineer or other qualified professional that indicates that the leased facility meets the state fire code under Saf-C 6000;

(3) A statement signed by the local code enforcement official, a licensed engineer, a licensed architect, or other qualified professional that indicates that the leased facility meets the New Hampshire code for barrier-free design under Abfd 300;

(4) If food service operations are to take place in the leased facility, proof of approval from the bureau of food protection at department of health and human services, as provided in He-P 2304;

(5) A certification by the applicant's attorney to the department that the lease meets the requirements in Ed 323.03 and the lease has been reviewed, approved, and signed;

(6) Approval from the department of environmental services that the water supply well meets the requirements in Env-Dw 400, if applicable;

(7) A copy of the property and liability insurance that meets Ed 323.05 (e);

(8) Anticipated k-12 enrollment; and

(9) If the items submitted in (a) above have been altered, the department shall accept these revised documents provided that the revisions are in the best interest of the public and its resources.

(c) If the items in (b) above are not submitted in the timeframe required in (b) above, the applicant shall forfeit lease aid for the fiscal year which they applied for.

Ed 323.07 Review and Approval Process.

(a) For initial approval, the applicant shall apply for lease aid by submitting an application in Ed 323.06.

(b) Each year, the applicant may request to renew lease aid if no substantive changes have been made to the lease previously approved by the department though (a) above, and the following items have been submitted to the department by September 1:

(1) Assurance statement that the charter school is still operating under the same lease approved by the department through (a) above, or submit an updated lease agreement certified by the applicant's attorney to the department that the lease meets the requirements in Ed 323.03 and the lease has been reviewed, approved, and signed;

(2) Updated amount of the lease eligible for lease aid, if applicable; and

(3) An updated copy of the property and liability insurance that meets Ed 323.05 (e), if applicable.

(c) If substantive changes have been made to the lease, an applicant may reapply for lease aid by submitting an application per Ed 323.06.

(d) Upon review and approval of the items identified in (a) or (b) above, the department shall notify the charter school of their eligibility of lease aid.

Ed 323.08 Payments.

(a) The amount of lease aid shall be in accordance with RSA 198:15-hh. If the lease appropriation is insufficient, the appropriation grant payments shall be prorated equally among all eligible applicants.

(b) If the items identified in Ed 323.07 (a) or (b) are not submitted in the timeframe required, the applicant shall forfeit lease aid for the fiscal year which they applied for.

(c) Lease aid grant payments shall be made annually in November of each fiscal year and shall only be made if the school has students enrolled on opening day.

(d) The applicant shall be responsible for paying to the property owner all costs incurred through the lease. Lease aid shall be considered a reimbursement of a portion of rental costs as authorized by RSA 198:15-hh, provided that sufficient funds are appropriated by the legislature and made available to the department.

(e) Lease aid shall be terminated if the leased space is no longer being used for the purposes proposed under the approval of lease aid.

Ed 323.09 Eligibility

(a) The initial building costs of modifying the building to meet the requirements of the educational program shall be eligible for lease aid if the charter school is required to pay those costs by the terms of the lease.

(b) The following costs shall not be eligible for lease aid:

- (1) Costs for space beyond what is required for the operation of the charter school;
- (2) Costs for utilities, heat, and the activities in Ed 323.03 (d).
- (3) Costs for repairs for damages to the facility regardless of cause;
- (4) Any deposits of funds that the charter school is required to provide to the property owner that are subsequently returned to the charter school;
- (5) Costs for the use of portable or modular classroom space; and
- (6) Costs to make permanent upgrades or renovations to the leased space.

Appendix II

Rule	State or Federal Statute or Federal Regulation Implemented
Ed 322	RSA 198:15-hh
Ed 323	RSA 198:15-hh

Readopt with amendment Ed 318, effective 7-1-15 (Document #10873), to read as follows:

PART Ed 318 CHARTERED PUBLIC SCHOOLS

Ed 318.01 Purpose and Scope.

(a) The purpose of these rules is to ensure uniform application of RSA 194-B in the establishment and administration of chartered public schools.

(b) The charter school provisions of these rules shall apply to:

(1) Those persons and entities listed in RSA 194-B:3,V, as eligible to establish a charter school;

(2) An existing public school which is eligible to become a charter conversion school in accordance with RSA 194-B:3,VI;

(3) Local school boards authorized to approve charter schools under RSA 194-B:3, II; and

(4) Charter schools authorized under RSA 194-B:3-a.

Ed 318.02 Definitions. *In addition to the terms defined in RSA 194-B:1, unless context makes another meaning manifest, the following terms have the meaning stated:*

(a) ~~"Board of trustees" means "board of trustees" as defined in RSA 194 B:1, II.~~

(b) ~~"Charter school" means "chartered public school" as defined in RSA 194 B:1, III.~~

(c) ~~"Charter conversion school" means "charter conversion school" as defined in RSA 194 B:1, IV.~~

(d) ~~"Host school district" means "host school district" as defined in RSA 194 B:1, V.~~

(e) ~~"Local school board process" means the approval process set forth in RSA 194-B:3, II; and~~

(f) ~~"Parent" means "parent" as defined in RSA 194 B:1, VII.~~

(g) ~~"Pupil" means "pupil" as defined in RSA 194 B:1, VIII.~~

(h) ~~"School board" means "school board" as defined in RSA 194 B:1, XI.~~

(i) ~~"State board" means "state board" as defined in RSA 194 B:1, XIII.~~

(j) ~~"State board process" means the approval process set forth in RSA 194-B:3-a.~~

(k) ~~"Teacher" means "teacher" as defined in RSA 194 B:1, XIV.~~

Ed 318.03 ~~Charter School Approval: Requirements of Applicants~~*Eligibility.* Persons or entities eligible to apply to establish a charter school shall be organized as a nonprofit corporation in accordance with the provisions of RSA 292. Such corporation shall first establish a prospective board of trustees and prescribe the board's duties in a set of proposed bylaws which shall be consistent with the prospective board duties under RSA 194-B:5.

Ed 318.04 ~~Different Methods of Application~~ ***Methods***. There shall be 2 methods of application for a charter school, as follows:

(a) The local school board process, ~~which begins with the applicant seeking the approval of the school board, in accordance with RSA 194-B:3, III; and~~

(b) The state board process ~~authorized under~~ ***in accordance with*** RSA 194-B:3-a ~~which begins when the applicant presents its application directly to the state board.~~

Ed 318.05 Waiver Provision. For good cause shown, including but not limited to a hardship which is outside of the control of the applicant, a local school board and the state board shall waive any deadlines applying in RSA 194-B:3 to their respective actions for specific periods of time, provided that a request for a waiver shall:

(a) Be in writing and be signed by the waiver applicant;

(b) Specify the provisions of RSA 194-B:3 to be waived, the duration of the waiver, and the hardship which is outside of the control of the applicant or other circumstance which caused the applicant to ask for a waiver; and

(c) Include a certification that the waiver applicant has made a good faith effort to comply with said provisions.

Ed 318.056 ***Applications to the Local School Board Process; Application to Local School Board; Review by State Board.***

(a) ~~An applicant~~ ***prospective board of trustees*** seeking ~~state board approval for a charter school shall first apply for approval to the local school board by July 1 of the year preceding intended operation~~***opening*** and in accordance with all of the provisions of RSA 194-B:3, ~~III.~~

(b) ~~An application to the local school board to establish a charter school under RSA 194 B:3, III, shall be made by the prospective board of trustees in the form of an application including a proposed contract containing all of the elements in RSA 194 B:3, III~~***In accordance with the review procedures described in RSA 194-B:3, III(c), by September 15 of the year in which the application is received, the local school board shall complete its review of the application and either approve or deny the charter application.***

(c) ~~In addition to the information necessary to establish the elements in RSA 194 B:3, II, an application shall include the following information:~~

~~(1) The proposed name of the charter school;~~

~~(2) The general description and proposed or potential school location, if that information is known;~~

~~(3) The name, address, telephone and fax numbers, and email address of a contact person;~~

~~(4) An identification of the eligible person(s) or entity of the applicant from among those listed in RSA 194 B:3, V;~~

- ~~(5) The grade levels the proposed charter school will cover;~~
- ~~(6) The projected student enrollment for each of the first 5 years of operation;~~
- ~~(7) The total number of teachers and the average teacher/student ratio for the first 5 years;~~
- ~~(8) Whether the applicant has access to a facility suitable for the school and, if not, how the applicant intends to provide a physical location for the school;~~
- ~~(9) A summary of the school's focus including a description of the characteristics, methods, and goals of the school; and~~
- ~~(10) Any reasons why the prospective board of trustees believes RSA 194-B:3, XII, relative to a shortening of deadlines may apply in this case.~~

~~(d) Once the school board has forwarded the application, including a proposed contract, in accordance with Ed 318.06, the commissioner shall inform the board of trustees in writing when they shall appear to answer any questions concerning the contract and the application for the charter school.~~

~~(e) The review of the application and proposed contract shall be an item on the agenda of the next regularly scheduled state board meeting. However, if the board of trustees seeks an appeal under (f) below, the appeal decision shall be considered at a regularly scheduled meeting after the board's review of the proposed decision of the hearing officer.~~

~~(f) In accordance with RSA 194-B:3, IV, the board of trustees may appeal a denial by the local school board to the state board *by September 30 of the application year*. A request for an appeal shall be by letter which shall be postmarked no later than 10 days after the final decision of the local school board. The request shall detail which of the criteria of Ed 318.07 the board of trustees claims were not properly addressed in the local school board's denial. An appeal shall be conducted in accordance with Ed 200, and all decisions shall make reference to the criteria listed in RSA 194-B:3, II and Ed 318.07 as the basis for approval or disapproval of the appeal.~~

~~(g) For good cause shown, including but not limited to a hardship which is outside of the control of the applicant, a local school board and the state board shall waive any deadlines applying in RSA 194-B:3 to their respective actions for specific periods of time, provided that a request for a waiver shall:~~

- ~~(1) Be in writing and be signed by the waiver applicant;~~
- ~~(2) Specify the provisions of RSA 194-B to be waived, the duration of the waiver, and the hardship which is outside of the control of the applicant or other circumstance which caused the applicant to ask for a waiver; and~~
- ~~(3) Include a certification that the waiver applicant has made a good faith effort to comply with said provisions.~~

~~Ed 318.067 Local School Board Process; Requirements of Local School Boards*Decision*. In forwarding an application, including a proposed contract, to the state board under RSA 194-B:3, III(c), the local school board shall comply with the following by the statutory deadline of September 15:~~

~~(a) In accordance with RSA 194-B:3, III(c), by September 15 of the year in which an application is received, the local school board shall:~~

(1) Either approve or deny the charter application; and

(2) Forward the proposed application, contract, and a written statement of its decision, as outlined in (b) and (c) below, to the state board and to the applicant's prospective board of trustees.

~~(ab)~~ If the application, including a proposed contract ***as described in RSA 194-B:3***, is approved, the local school board shall file the application with the state board with a cover letter indicating the date of the local school board meeting at which the application was approved. ~~The application shall meet the requirements of Ed 318.08 (b)-(h);~~

~~(bc)~~ If the application is denied, the local school board shall forward the application to the state board with a cover letter indicating:

(1) Suggested amendments or additions to the application or contract to correct any areas deemed deficient, numbered to correspond to the list of criteria in RSA 194-B:3, II;

~~(2) Comments concerning how the application or contract might be deficient in relation to the state board criteria for review listed in Ed 318.07;~~

~~(3)~~ Any legal questions the local school board wishes the state board to address, including those issues which might require an opinion to the state board by the department of justice; and

~~(4)~~ Any other matters which might be pertinent concerning the operation of the proposed charter school in the local school board's district.

Ed 318.078 ~~Local School Board Process; Review Criteria for State Board~~ ***State Board Review of Local Board Process and Application.***

(a) In accordance with RSA 194-B:3, III(d), by December 31 of the application year, The state board shall review the application for completeness to ensure that each of the statutory requirements of RSA 194-B:3, II has been met, and shall grant or deny its approval.

~~(b) In addition to the criteria listed in RSA 194-B:3, II, each applicant shall provide the following:~~

~~(1) An admission policy which takes into consideration the following factors:~~

~~a. Methods for admission which shall not be designed, intended or used to discriminate or violate individual civil rights in any manner prohibited by law;~~

~~b. How the school will conduct lottery selection as provided for in RSA 194-B:9, I(c) and assure that the preferential status, if any, of children of the founding members of the charter school shall be addressed in the admissions process; and~~

~~c. How the school will provide for educationally disabled students;~~

~~(2) Procedures that either sets forth the guidelines for the optional contracting of services as allowed under RSA 194-B:5, V and RSA 194-B:8, VII, or states how and why the school declines to choose the option;~~

~~(3) A statement that the school shall conduct school employee and volunteer background investigations in accordance with RSA 189:13-a;~~

~~(4) A statement that, in accordance with RSA 194-B:8, II, the school facilities shall comply with all federal and state health and safety laws, rules, and regulations, including, but not limited to:~~

~~a. Fire safety;~~

~~b. Heating, ventilating, and air conditioning (HVAC);~~

~~c. Plumbing;~~

~~d. Electrical;~~

~~e. Requirements of Ed 321.23(u) and (v); and~~

~~f. Barrier free access under Abfd 300 and the Americans with Disabilities Act of 1990(ADA), as amended by the ADA Amendments Act of 2008.~~

~~(5) A statement that the school shall provide required services under RSA 194-B:8, IV, if applicable; and~~

~~(6) A statement which meets the requirements of RSA 194-B:2,II.~~

(e) The state board shall approve, conditionally approve, or deny the application and notify the applicant in writing of its decision *as follows*:-

~~(d1)~~ If the state board:

~~(1)a.~~ ~~Conditionally a~~ Approves an application, the state board shall include in the notification:

~~a1.~~ ~~A written explanation of the reasons for conditional rather than final approval~~ ***Provide a written notification of any suggested additions or amendments to the proposed application to the local school board and the board of trustees to assure compliance with any component of RSA 194-B:3; and***

~~b2.~~ ~~The conditions the applicant shall meet for final approval~~ ***Submit 2 copies of the approved contract to the clerk of the local school district for inspection by the voters of the school district as required under RSA 194-B:3, III(e); or***

~~(2)b.~~ Denies an application, the state board shall include in the notification:

~~a1.~~ A written explanation of the reasons for the denial;

~~b2.~~ The areas deemed deficient by the state board; and

~~e3.~~ An explanation that the applicant may reapply under RSA 194-B:3 or RSA 194-B:3-a.

(e) The board of trustees may appeal a denial or conditional approval by the state board in accordance with Ed 213.

Ed 318.089 ~~Requirements for Submitting An Applications to the State Board.~~

(a) An applicant seeking state board approval *authorization* for a charter school shall submit a letter of intent to submit a charter school application to: ~~the department's office of charter schools which~~

~~NH Department of Education, Charter School Office,
101 Pleasant Street, Concord NH 03301~~

~~(b) The letter shall include:~~

- ~~(1) Date;~~
- ~~(2) Proposed charter school name;~~
- ~~(3) Proposed grade levels; and~~
- ~~(4) Contact person including:
 - a. Name;
 - b. Organization, if applicable;
 - c. Address;
 - d. Email address; and
 - e. Telephone / Fax number.~~

~~(c) An applicant for a charter school shall submit an application comprising of an original, 3 paper copies and an electronic copy to the department for its review.~~

~~(d) The application shall include:~~

- ~~(1) Completed application cover sheet; and~~
- ~~(2) Table of contents, page numbers on each page, one inch margins and at least 11 point font.~~

~~(e) The application shall not exceed 50 pages, not including appendices, which may include letters of support, a 5 year budget or.~~

~~(f) The application cover sheet shall include:~~

- ~~(1) The name of the proposed charter school;~~
- ~~(2) Name of organization sponsoring the charter school, if any;~~
- ~~(3) Name of contact person;~~

- ~~(4) Mailing address;~~
- ~~(5) Primary telephone;~~
- ~~(6) Alternate telephone;~~
- ~~(7) Email address;~~
- ~~(8) Projected date of school opening;~~
- ~~(9) Proposed school location; and~~
- ~~(10) Total projected student enrollment broken out per year for 5 years listing the following:
 - ~~a. School year;~~
 - ~~b. Grade levels; and~~
 - ~~c. Number of kindergarten students;~~~~

~~(g) The application shall be signed and certified by the sponsoring entity, including title, printed name and date stating, “I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is so authorized to serve as the primary contact for this application.”~~

~~(hb) An application to the state board to establish a charter school under RSA 194-B:3-a shall be made by the prospective board of trustees in the form of a **“Chartered Public School Application Cover Sheet” form, revised September 2020, and** an application containing all of the elements in RSA 194-B:3, II(a)-(bb) and (dd).~~

~~(i) An application shall also include the following information:~~

- ~~(1) The total number of teachers and the average teacher/student ratio for the first 5 years;~~
- ~~(2) Whether the applicant has access to a facility suitable for the school and, if not, how the applicant intends to provide a physical location for the school; and~~
- ~~(3) A summary of the school's focus including a description of the characteristics, methods, and goals of the school.~~

~~(i) In addition to the criteria listed in RSA 194-B:3 a, II(a)-(bb) and (dd), each applicant shall provide the following:~~

- ~~(1) An admission policy which takes into consideration the following factors:
 - ~~a. Methods for admission which shall not be designed, intended or used to discriminate or violate individual civil rights in any manner prohibited by law;~~~~

~~b. How the school will conduct lottery selection as provided for in RSA 194-B:9, I(c) and assure that the preferential status, if any, of children of the founding members of the charter school shall be addressed in the admissions process; and~~

~~e. How the school will provide for educationally disabled students;~~

~~(2) A policy that either sets forth the guidelines for the optional contracting of services as allowed under RSA 194-B:5, V and RSA 194-B:8, VII, or states how and why the school declines to choose the option;~~

~~(3) A statement that the school shall conduct school employee and volunteer background investigations in accordance with RSA 189:13-a;~~

~~(4) A statement that, in accordance with RSA 194-B:8, II, the school facilities shall comply with all federal and state health and safety laws, rules, and regulations, including, but not limited to:~~

~~a. Fire safety;~~

~~b. Heating, ventilating, and air conditioning (HVAC);~~

~~e. Plumbing;~~

~~d. Electrical; and~~

~~e. Requirements of Ed 321.23(u) and (v);~~

~~(5) A statement that the school shall provide required services under RSA 194-B:8, IV, if applicable;~~

~~(6) A statement which meets the requirements of RSA 194-B:2, II; and~~

~~(7) Statements that the school shall develop, prior to opening, policies regarding the following:~~

~~a. Records retention;~~

~~b. Promoting school safety including:~~

~~1. Reporting of suspected abuse or neglect;~~

~~2. Sexual harassment, as detailed in Ed 303.01(j) and (k);~~

~~3. RSA 193-F, pupil safety and violence prevention;~~

~~4. RSA 126-U, limiting the use of child restraint practices; and~~

~~e. Developmentally appropriate daily physical activity pursuant to Ed 310.~~

~~(k) Within 10 business days of the initial filing, the charter school office shall acknowledge receipt of application and notify the applicant of any missing information, and when the application is complete.~~

Ed 318.0910 Review by Department of Charter Schools for State Board Approval
Department, Legal, and Peer Review.

(a) An application to the state board shall not be considered complete until it has undergone a thorough and collaborative review by the office of charter schools, a legal consultant designated by the office of charter schools, and a committee of peers to ensure compliance and completeness in accordance with RSA 193-B:3.

(ab) Within 10 days of initial filing, the charter school office of charter schools shall review the application submitted for state board approval within 60 business days after receipt of a completed application, notify the applicant of receipt of the application materials as well any missing materials required by RSA 193-B:3(a)-(bb) and (dd).

(c) Within 30 days of receipt of notification from the office of charter schools as described in (b) above, the applicant, with assistance and collaboration from and by the office of charter schools, shall submit all requested missing information, or the application shall be closed. The prospective board of trustees may submit the application materials again, which shall reset the timeline for review.

(bd) The application shall be reviewed by a legal consultant designated by the charter school office through the request for proposal (RFP) process shall complete a review and appraisal of the application within 30 days of initial filing.

(ee) After Within 30 days of completion of the legal consultant's review, the application and legal consultant's appraisal shall be reviewed by a committee of peers-

(d) The committee of peers which shall consist of 3 persons with experience in charter schools, one of whom has administrative experience and one of whom is licensed by the state board as a New Hampshire educator including a department employee, a charter school representative, and an educator from the public. Conditional upon the availability of funds, the department may provide a small stipend and travel costs to the committee of peers.

(e) The committee of peers shall also evaluate the application to determine the quality using the following criteria:

(1) The mission and vision statements express a clear, focused and compelling purpose for the school that is attainable and supports student achievement. It clearly defines the core purpose and key values of the school in a few concise sentences;

(2) There is a clear description of the policies and procedures by which the governing board will operate, as well as their roles and responsibilities, including the process to appoint or elect the initial board members, the decision making process, term limits, and an organizational plan in order to successfully implement the school's program;

(3) There is a description of the school facility provided and includes sufficient detail to indicate that priorities will focus on a facility that is appropriate based on the target location, students to be served, and future growth;

(4) There is a clearly defined, research-based curriculum being proposed with the potential to increase student achievement that meets or exceeds the school's content area standards;

- ~~(5) There are clearly defined high and attainable educational goals. There are strategies and achievement tests in place that will be used to measure each student's progress toward meeting the goals of the school;~~
- ~~(6) An adequate description is provided on staff member qualifications and job responsibilities. A benefits compensation plan is outlined in the application;~~
- ~~(7) Student transportation needs are considered and adequate plans are in place to address those needs. In the application, there is acceptance that the charter school will take responsibility for any additional costs surrounding transportation in compliance with state and federal requirements.~~
- ~~(8) Strategies are in place to meet individual student needs and to ensure that the appropriate services will be provided in compliance with state and federal requirements for special education;~~
- ~~(9) There is a description of a student recruiting plan, strategies for reaching the school's targeted population and description of the school's registration policies and procedures including enrollment timeline and lottery process. The enrollment and lottery processes are fair and equitable and reflect compliance with applicable laws;~~
- ~~(10) The school's purpose and expectations for parent and community involvement including a description of the school's proposed policies and due process procedures for student discipline, suspension, or expulsion that meets applicable law;~~
- ~~(11) There is a detailed budget and clear description of the internal financial management for a 5-year operating budget, that includes the start-up budget, to contain revenue projections, expenses and anticipated fund balances based upon the projected student enrollment. A detailed budget narrative and fundraising plan. A description of who will manage the school finances and how financial resources will be properly managed with safeguards; and~~
- ~~(12) There is an expectation and plans for parent involvement relating to implementation and action steps of the proposed charter school including the community outreach with surrounding school districts and organizations and to acquire letters of support from business and community leaders, elected officials and/or local school districts.~~
- ~~(f) A charter school evaluation rubric for a proposed charter school application shall be used by the committee as a means of determining the quality of the charter school application according to the scoring guide based on the criteria in (e) and on a 100-point scale as follows:~~
- ~~(1) The criteria in (e)(1) and (2) shall score a maximum of 10 points each; and~~
- ~~(2) The criteria in (e)(3)–(12) shall score a maximum of 8 points each.~~
- ~~(gf) As part of the review process, **Within 10 days of completion of the peer review**, the department shall provide the applicant with written comments, including suggested amendments or modifications **from the legal and peer review**, if the department determines that amendments or modifications are needed **in order for the application to be deemed complete and to ensure compliance with RSA 194-B:3, II(a)-(bb) and (dd)**.~~

~~(h) After department review and written comments, if any, the department shall inform the board of trustees in writing when they shall meet with the commissioner concerning the application for the charter school. **The applicant shall submit an amended or modified application within 30 days of receipt of notification in (f) above or the application will be closed. The prospective board of trustees may submit the application materials again, as described in Ed 318.09.**~~

(i) The office of charter schools shall notify the applicant of a complete application within 10 days of receipt of all requested amendments and modifications, if required, or within 10 days of completion of the peer review if no amendments or modifications are requested. The notification shall include the date of the next scheduled state board meeting where the charter application will be reviewed, and the deadline for the state board's decision which shall not exceed 60 days from the date of receipt of the complete application pursuant to RSA 541-A:29, II.

Ed 318.10I State Board Approval.

~~(a) The review of the applications shall be an item on the agenda of a regularly scheduled state board meeting twice per year, typically in June and January or the next meeting with a quorum. **The state board shall notify the applicant in writing of its approval or denial of a chartered public school application within 60 days of the department's notification to the applicant of a complete application pursuant to RSA 541-A:29, II.**~~

~~(b) The state board shall approve, conditionally approve, or deny the application and notify the applicant in writing of its decision. **The state board shall request in writing the applicant's presence at the state board meeting for which an approval or denial of the application is scheduled, to ask clarifying questions of the applicant.**~~

~~(c) The board shall approve the application, after reviewing the application and the department's evaluation under Ed 318.09I0, if it determines the application is in compliance with:~~

~~(1) Ed 318.08; and~~

~~(2) RSA 194-B:3 a, including the elements set forth in RSA 194-B:3, II(a)-(bb) and (dd).~~

~~(d) If the application is not in conformance with the standards referenced in (c), the application shall be conditionally approved if the board determines that **the remaining issues more information is necessary to make a decision regarding the approval or denial of the application, upon written agreement by the applicant, pursuant to RSA 541-A, III, the board shall extend the decision deadline to the next scheduled board meeting or a time agreed to by the applicant, not to exceed 90 days:**~~

~~(1) Can be readily addressed within a specified timeframe; and~~

~~(2) Are not of a nature that would impair student education.~~

(e) The state board shall deny an application if it determines the application is not in compliance with the requirements of RSA 194-B:3, II(a)-(bb) and (dd).

(ef) If the state board:

(1) Conditionally approves an application, the state board shall include in the notification:

a. A written explanation of the reasons for conditional rather than final approval; and

~~b. The conditions the applicant shall meet for final approval; or~~

~~(2) If~~denies an application, the state board shall include in the notification:

a. A written explanation of the reasons for the denial;

b. The areas deemed deficient by the state board; and

c. An explanation that the applicant may reapply under RSA 194-B:3, RSA 194-B:3-a in a subsequent year.

~~(f) The board of trustees may appeal a denial or conditional approval by the state board in accordance with Ed 213.~~

Ed 318.142 Issuance and Amendment of Charter.

(a) If the state board, under the local school board process or the state board process:

~~(1) If~~approves an application for a charter school, the state board shall issue a charter for the school; ~~or~~

~~(2) Conditionally approves an application for a charter school, the state board shall issue a provisional charter for the school.~~

(b) Once the state board issues a charter to an applicant under the local school board process who has met all the requirements of RSA 194-B:3, III,(b), (c), and (d), the board of trustees shall inform the state board in writing of the results of the vote required by RSA 194-B:3, III(e) within 10 days of the vote.

(c) For the state board process, the state board shall issue a charter to an applicant only under the conditions established by RSA 194-B:3-a and Ed 318.08.

(d) A charter approved under the local school board process shall be amended in accordance with RSA 194-B:3, XI. An appeal by the applicant to the state board of the local school board decision pertaining to a proposed amendment shall be filed within 30 days of the denial, and shall be decided by the state board in accordance with Ed 200.

(e) A charter approved under the state board process shall be amended in accordance with the following process:

(1) A charter grantee may apply to the commissioner for amendment to its application;

(2) After the commissioner's review the proposed amendment shall be placed on the agenda of the next regularly-scheduled state board meeting;

(3) The state board shall notify the board of trustees in writing of its decision to grant or deny the proposed amendment within 10 days of its decision, providing reasons for the decision; and

(4) An appeal from a denial of the proposed amendment by the state board shall be in accordance with Ed 213.

Ed 318.123 Charter Renewal.

(a) A charter may be renewed for a renewal period of 5 years in accordance with RSA 193-B:3, X. The board of trustees of a charter school shall make an application for renewal to the state board no later than one year before the original charter is set to expire.

(b) For the first renewal, the application shall consist of the school's fourth year annual report with a cover letter requesting renewal, except that subsequent renewals shall be based on the annual report of the year preceding expiration of the charter. The criteria listed in Ed 318.07 and RSA 194-B:16, VI, shall be used by the board to approve or deny all renewals and shall be referenced in all decisions.

(c) The renewal application process shall include:

- (1) The documents in (b) with name, complete mailing address, and contact information, signed and dated by the head of the school and the chairman of the board;
- (2) A completed application for renewal signed and dated;
- (3) A document review including pertinent yearly accountability materials submitted to the charter school office;
- (4) Invitation for written comments; and
- (5) Recommendation of the commissioner.

~~(d) The format for the application shall be as follows:~~

- ~~(1) The application shall not exceed 25 pages, excluding an executive summary which the applicant chooses to include;~~
- ~~(2) Attachments shall not exceed 25 pages, excluding the draft accountability plan; and~~
- ~~(3) The application and attachments shall use standard margins, be clearly paginated, and use no smaller than an 11 point font.~~

~~(d)~~ Tables graphs, and other data shall be clearly presented, clearly explained, and directly relevant to the text.

~~(g)~~ The cover letter in (b) shall contain the following:

- (1) A concise abstract, of approximately one page, restating mission and goals and addressing what progress the school has made:
 - a. Towards its academic goals defined; and
 - b. In programmatic and organizational goals;
- (2) Current enrollment numbers and anticipated enrollment for the next 3 school years;

(3) A statement describing any changes in curriculum or instruction as a result of anticipated growth; and

(4) A report on school features, curriculum and technology programs, successes and failures in academic attainment including:

- a. A discussion of the efforts to disseminate best practices or in other ways coordinating with local or other school districts;
- b. A discussion of parent involvement to date and future plans for parent involvement;
- c. A report on past fundraising efforts and results, future fund raising goals, and plans for achieving sustainability; and
- d. A proposed budget for the following school year including:
 1. A statement on how the school will use public funds; and
 2. A detailed description of the specific board's reasoning for allocation of funds.

Ed 318.134 Review of Renewal Application.

(a) The process for review of the renewal application shall be as follows:

- (1) The department shall conduct a school review and on-site visit; and
- (2) The department shall complete a review and recommendation to the state board.

(b) Criteria for review of application materials shall include:

- (1) Whether the school is making progress toward achieving its mission;
- (2) Whether the school is using public funds as required by the statute and the rules;
- (3) Whether the school is meeting goals for student attainment of expected knowledge and skills;
- (4) Whether the school is making an effort to disseminate best practices or in other ways coordinate with the local or other school districts; **and**

(5) Whether the school is sustainable; ~~and~~

~~(6) Whether the school has the following updated:~~

- ~~a. Certificate for occupancy;~~
- ~~b. Fire inspection certificate;~~
- ~~c. Building safety inspection;~~

- ~~d. Health inspection;~~
- ~~e. Insurance certificate; and~~
- ~~f. Financial audit.~~

(c) The board shall renew a charter, if as evidenced by the responses to (a) and (b), the charter school is attaining its performance targets.

Ed 318.145 Revocation and Withdrawal.

(a) A charter shall be revoked for any of the reasons listed in RSA 194-B:16, II, or if the board of trustees fails to cooperate in the development of a remedial plan under RSA 194-B:16, III. If the commissioner makes a recommendation to revoke a charter, it shall give the trustees at least 90 days notice of its intent. Revocation shall occur only after notice and opportunity for a hearing as provided under RSA 541-A:31. The hearing shall be conducted in accordance with Ed 200.

(b) A charter shall be withdrawn if the board of trustees fails to submit a progress report under RSA 194-B:3, IX.

(c) The charter shall be withdrawn if a progress report is filed but fails to:

- (1) Specify which provisions of RSA 194-B are delaying the opening of the charter school; or
- (2) Provide a remedial plan for the school to overcome any obstacles.

Ed 318.156 Policy Development. The school shall develop policies in accordance with the following:

(a) Records retention pursuant to *in accordance with* RSA 189:29-a;

(b) Promoting school safety including:

- (1) Reporting of suspected abuse or neglect pursuant to RSA 169-C:29;
- (2) Sexual harassment, as detailed in Ed 303.01(j) and (k);
- (3) RSA 193-F, pupil safety and violence prevention; and
- (4) RSA 126-U, limiting the use of child restraint practices; and

(c) Developmentally appropriate daily physical activity pursuant to Ed 310 and RSA 189:11-a, V-VI.

Ed 318.167 Charter School Annual Report Requirements.

(a) In addition to the requirement of RSA 194-B:10, each charter school annual report shall include at a minimum the following elements:

- (1) A statement explaining how the school is meeting the goals of its mission statement;

- (2) Any changes in the membership of the board of trustees or in the trustees' methods of operations or amendments to the by-laws;
- (3) Any recusals made by a member of the board of trustees under RSA 194-B:5, VII;
- (4) How the school is implementing all the requirements and any options allowed by RSA 194-B:8;
- (5) The attendance rate of pupils enrolled at the school as reflected in the school's average daily membership;
- (6) The number of incidents that occurred on the school grounds and that required the intervention of local, state or federal law enforcement;
- (7) The number of incident reports prepared under RSA 126-U:7, child restraints notice and record-keeping requirements;
- (8) The number of substantiated incidents of bullying or cyberbullying as identified in RSA 193-F:6;
- (9) The percentage of pupils who either were promoted to the next grade level or graduated from high school;
- (10) A description of the community services available at the school site;
- (11) The school calendar, including hours of operation;
- (12) The total number of pupils enrolled at the school during the previous school year;
- (13) The transportation services available if any;
- (14) A financial statement setting forth the revenue and expenditures for the year just ended;
- (15) A balance sheet setting forth the charter school's assets, liabilities, and fund balances or equities; and
- (16) Projections of income and expenses for the upcoming school year.

(b) If the information required for the annual report has been previously submitted, the document in which it was submitted shall be attached or the manner in which it was submitted shall be referenced, in the annual report.

Ed 318.178 Review of Annual Reports. The commissioner shall review the collected data from each authorized charter school in accordance with the requirements of RSA 194-B and Ed 318.16, for the purpose of providing, to the state board, an ongoing status report of each charter school. The data specifically required shall not exceed the reporting requirements of New Hampshire public schools.

Ed 318.189 Deadlines for Pupil Enrollment.

- (a) A charter school approved under the local school board process shall accept applications for students only after the date when the charter school contract was ratified by the school district legislative body under RSA 194-B:3, III(e).
- (b) A charter school approved under the state board process shall accept applications for students only after the charter has received ~~provisional or final~~ approval from the state board.
- (c) If a pupil accepts admission to a charter school, receipt of student records from the student's previous school shall constitute proper notification of enrollment by the charter school.

Ed 318.1920 Assurances Against Discrimination.

(a) If any of the persons or entities listed under RSA 194-B:15 and RSA 194-B:16, I, believes a charter school has violated any of the anti-discrimination provisions of the school's own charter, the matter shall, for a charter school approved under the:

- (1) Local school board process, be directed to the school board for review and disposition; and
- (2) State board process, be directed to the state board for review and disposition pursuant to Ed 200.

(b) A decision of the local school board may be appealed to the state board, in accordance with Ed 200.

(c) A decision of the state board may be appealed in accordance with Ed 213.

Ed 318.20 Charter School Matching Grants.

~~(a) In this section:~~

- ~~(1) "Applicant" means the board of trustees applying for a grant on behalf of a charter school; and~~
- ~~(2) "Grant" means a matching grant authorized under RSA 194-B:11, X.~~

~~(b) The board of trustees of a charter school that has received provisional approval or final approval under Ed 318.07(c) or Ed 318.08(g) may apply to the state board for a matching grant under RSA 194-B:11, X to assist in the establishment of the charter school.~~

~~(c) The amount of funds available for matching grants shall be based upon the sum appropriated by the legislature for the grant program in each year of the biennium. In accordance with RSA 194-B:11, X, grant funds shall be used only for funding that exceeds the state's average per pupil cost for the grade level weight of the pupil, and shall be in addition to any other sums provided by the state.~~

~~(d) A board of trustees that intends to apply for a grant shall obtain a vendor code from the department and shall be its own fiscal agent.~~

~~(e) An applicant shall apply for a grant by submitting an application to the department, containing the following information:~~

~~(1) A copy of the charter school's application and materials as presented to the state board with any updated information noted on the application or on an attached sheet(s), as follows:~~

~~a. For an applicant under the school board process, the application and materials presented under Ed 318.05(e) and Ed 318.07(b); and~~

~~b. For an applicant under the state board process, the application and materials presented under Ed 318.08(e) and (f);~~

~~(2) A detailed description of the charter school's anticipated financial needs in order to open and to operate for its first year;~~

~~(3) The charter school's plan for financing after its first year of operation; and~~

~~(4) Information relating to the requested grant, as follows:~~

~~a. The amount of the grant sought from the state;~~

~~b. The charter school's plan for raising the matching amount required for the grant from private contributions;~~

~~c. The amount of private contributions already received by the date of application and the number of contributors;~~

~~d. The amount of private contributions pledged by the date of application and the number of persons making a pledge; and~~

~~e. A narrative description of proposed line item expenditures.~~

~~(f) The department shall review the application for completeness and notify the applicant, in writing, of any missing information within 10 days of the initial filing. If the department has any suggested modifications to the application, the department shall provide the suggestions to the applicant, in writing.~~

~~(g) When the application is complete and the applicant has had an opportunity to consider any suggested modifications from the department, the application shall be presented to the state board at a regularly scheduled meeting. The applicant shall receive written notice of the date and time of the meeting at least 10 days before the meeting, unless the applicant waives the 10-day notice requirement in writing.~~

~~(h) The state board shall apply the following criteria when reviewing an application:~~

~~(1) The amount of the requested grant in comparison to the total fiscal needs of the school related to opening and operating for its first year;~~

~~(2) The sources of funding available to the charter school that would be in addition to a grant under this section;~~

~~(3) The clarity and feasibility of the charter school's plan for opening and operation;~~

~~(4) The likelihood of the charter school's raising the matching funds required for the grant;~~

~~(5) Whether the charter school was approved through the school board process or the state board process, giving preference to a school approved through the school board process, if funds are limited; and~~

~~(6) Whether the applicant has demonstrated compliance with all local, state, and federal health and safety laws, rules, and regulations.~~

~~(i) The state board shall award grants in accordance with the following:~~

~~(1) In determining the amount of the grant, the state board shall consider the number of applicants that have already applied for or who might reasonably be expected to apply for grants during the biennium;~~

~~(2) An applicant that applied after receiving conditional approval shall receive grant funds only after receipt of final approval from the state board; and~~

~~(3) A grant shall be awarded to an applicant only after the applicant's fiscal agent has provided documentation to the department that the applicant has raised the required matching funds.~~

Appendix 1

Rule	State or Federal Statute or Federal Regulation Implemented
Ed 318.01	RSA 194-B:3
Ed 318.02	RSA 194-B
Ed 318.03	RSA 194-B:5
Ed 318.04	RSA 194-B:3
Ed 318.05	RSA 194-B
Ed 318.06	RSA 194-B:3
Ed 318.07	RSA 194-B:3
Ed 318.08	RSA 194-B:3
Ed 318.09	RSA 194-B:3-a
Ed 318.10	RSA 194-B:3 and RSA 194-B:3-a
Ed 318.11	RSA 194-B:3
Ed 318.12	RSA 194-B:3
Ed 318.13	RSA 194-B:3
Ed 318.14	RSA 194-B:3
Ed 318.15	RSA 194-B:16
Ed 318.16	RSA 194-B:11
Ed 318.17	RSA 194-B:3
Ed 318.18	RSA 194-B:3
Ed 318.19	RSA 194-B:3
Ed 318.20	RSA 194-B:15 and RSA 194-B:16,I



Frank Edelblut
Commissioner

Christine M. Brennan
Deputy Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
Division of Educator Support & Higher Education
101 Pleasant Street
Concord, NH 03301
TEL. (603) 271-3495

Submitted to the State Board of Education for the January 14, 2021 meeting.

A. ACTION NEEDED

The State Board of Education (Board) is, by statute, responsible for the licensure of educational personnel. Additionally, the Board grants final approval of all New Hampshire professional preparation programs that result in gaining educational licensure through the completion of a professional educator preparation program (PEPP).

Plymouth State University (PSU) is one of twelve institutions of higher education with approved educator preparation programs in New Hampshire. **PSU** is requesting the Board formally approve changing the level of program of study from its current approved level at a Master’s in Education to an Education Specialist degree level through **June 31, 2024**.

PEPPs		Last Approved	Expiry	Approval	Level
Ed 614.06	School Psychologist	6/2020 SBE	12/31/2024	Full	MEd

B. RATIONALE FOR ACTION

Plymouth State University PEPPs through self-assessment has analyzed its current offerings, including the School Psychologist educator preparation program. School Psychologist is a Nationally Recognized program by the National Association of School Psychologist (NASP). NASP encourages the change to an Educational Specialist level for PSU. The Educational Specialist also streamlines the licensure process to align with other states.

*PSU will continue to offer the MEd in School Psychology as a non-licensure option.

C. EFFECTS OF THIS ACTION

This approval will allow for the **Plymouth State University** to continue to recommend for licensure that a graduate has completed this particular program. The graduate will, upon program completion, be recommended for an educator licensure.

D. HISTORICAL BACKGROUND

- 4/2010: the Board approved (24) PEPPs through August 2015
- 12/19/2013: At the Dec. 2012 CTE meeting, all pending requests for program approval were put on hold for the remainder of the 2012-2013 academic year (moratorium); September 2013 CTE meeting made recommendation to SBE and the Board voted 5-2 to grant full of the programs (Ed Tech Int, Life Sci, Chem) with annual reports
- 8/14/2014: the new Ed 600s approved March 2013; moratorium on program approval site visits for 2013-2014; ALL IHEs granted extensions; PSU extended thru **August 31, 2018**

- 11/8/18: the Board granted conditional program approval for two years through **May 31, 2020**, for the following PEPPs at PSU (ECE, EI Ed, ELA (5-12), ESOL, Gen Sp Ed, Health, Math, Ed Tech Integ, PE, Soc Stud (5-12), Sp Ed Admin, Princ, Super, **Psych**, Lib Med Spec, Vis Art, Math (5-8), Music, Counsel, and Curr Admin)
- 12/13/2018: CTE rec. 2-yr conditional approval- CAEP review for 15 programs; And, rec. 2-yr conditional approval CTE/DOE reviewed 5 programs; PSU won CAEP appeal due to report inaccuracies; October 2019 CAEP targeted visit; Probationary status 2- years, CAEP waived 1-year; appeals outcome process clearly communicated to CAEP process missteps; 2nd memo submitted stated PSU did not discuss CAEP stipulations to State reviewers; explained that in March State visit, PSU was not in revocation danger; Revocation not on the table until April when national CAEP board added additional stipulations; PSU never saw and then licensure revoked; PSU's appeal addressed inaccuracy of stipulations additions after site visit; National CAEP panel found site visit team was given evidence to meet standards, noted in report, PSU not told to upload to online bank; CAEP site visit team took documents with them; Appeal noted PSU had plan and began putting data collection system in place in response to CAEP's 2013 requirement; this was part of the info taken by CAEP site team but not submitted in report; the Board granted conditional approval for 2-years thru **May 31, 2020** (ECE, EI Ed, ELA (5-12), ESOL, Gen Sp Ed, Health, Math, Ed Tech Integ, PE, Soc Stud (5-12), Sp Ed Admin, Princ, Super, **Psych**, Lib Med Spec, Vis Art, Math (5-8), Music, Counsel, and Curr Admin).
- 5/8/19: PSU 1st priority progress report; Admin informed report requires the submission of two reports (due January 31, 2019 and submitted on time) the 2nd report is due July 31, 2019; a Full review to be conducted in spring 2020
- 5/14/20: the Board approved a one-month extension for (11) initial level and (4) advanced level programs through June 31, 2020; requested return to SBE in June with assurances for programs/extensions
- 6/11/2020: the Board approved 11 CAEP-accredited programs through December 31, 2024: (ECE, EI.Ed, ELA 5-12, ESOL Gen SpEd, Health, Math 7-12, Dig. Learn Spec, PE; SS 5-12, **School Psych**); approved an extension (Mid Sci 5-8, Earth/Space 7-12, Life Sci 7-12, Chem 7-12, Physics) from May 31, 2020 to July 31, 2022; approved an extension (Princ, Super, Lib Med Spec, SpEd Admin) June 30, 2020 to February 28, 2022

E. POSSIBLE MOTION

The State Board of Education moves to grant **Plymouth State University** approval to change the degree level of the current PEPP of School Psychologist from a Master's in Education to an Educational Specialist degree level through **June 31, 2024**.

PEPPs		Last Approved	Expiry	Approval	Level
Ed 614.06	School Psychologist	6/2020 SBE	12/31/2024	Full	Ed.S

The Council for Teacher Education is charged with monitoring the implementation of the new process and making yearly reports to the State Board. The State Board of Education reserves the right to modify its approval determination if it receives documentation that program graduates are not achieving the levels of skill and knowledge that would entitle them to educational credentials authorized by the State Board under RSA 186: 11 X.



January 28, 2020

Dr. Barbara E. Brittingham, President
New England Commission of Higher Education
3 Burlington Woods Drive, Suite 100
Burlington, MA 01803-4514

Dear Dr. Brittingham,

Plymouth State University plans to change our CAGS in School Psychology to an Education Specialist (Ed.S) in School Psychology. The CAGS, CAS and the Ed.S are seen as comparable credentials by the federal government and this change in degree name makes no fundamental changes to the program. Dr. O'Brien advised me to write to you to confirm if a substantive change review is required. I am hopeful that a substantive change review will not be required as these credentials are comparable, as opposed to different degree levels. However, I look to your advisement.

The National Association for School (NASP) accredits our School Psychology Program and recommended this change. The Ed.S is recognized more broadly than the CAGS nationally especially in School Psychology Programs and his change will facilitate graduates getting credentialed across states and afford credentialed practitioners easier access to Medicaid payments.

The University of New Hampshire changed all of their CAGS programs to Ed.S programs approximately 10 years ago. They treated it as a name change and their rationale was that the Ed.S and the CAGS are comparable credentials, the Ed.S has national recognition, and the CAGS is limited to regional recognition.

Currently PSU offers an EdD. In order to avoid confusion; recruitment and admission materials, the academic catalog, and the School Psychology Program Handbook will clearly articulate the differences in these degrees. All students in the School Psychology Program have dedicated faculty advisors that will reinforce students' understanding of the differences between the EdD and the Ed.S. Credits from the Ed.S will transfer into the EdD in the same way that credits from the CAGS programs are currently applied to the EdD.

I look forward to your thoughts. Please let me know if you have any further questions.

Sincerely,

A handwritten signature in blue ink that reads "Donald L. Birx".

Donald L. Birx
President

New Hampshire Department of Education
Council for Teacher Education
Substantive Change Report

Changes in preparation programs are ordinarily addressed in the annual report. IHEs are encouraged to undertake programmatic changes in response to state priorities, institutional innovation, and/or program improvement needs based on assessment data.

A PEPP shall report to the department and the NHCTE any substantive changes that have the potential to significantly affect the ability of the PEPP to ensure that candidates can successfully meet the certification standards for which the PEPP is designed. (Ed. 602.14(b)) The IHE shall inform the department and NHCTE of substantive program changes during the term of approval in writing by submitting a Substantive Change Report to the department using one or more of the following criteria (Ed. 602.14(c)):

- Changes in the PEPP’s delivery system to primarily on-line delivery;**
 - Examples including but not limited to face-to-face delivery changed to hybrid or online delivery, changes in legal status, form of control, or ownership of the IHE, establishing a new location – i.e. branch location, etc.
- Changes beyond those indicated by the assessment system for continuous improvement;**
 - Examples including but not limited to change in program of study at degree or licensure level different from current approval, adding a degree level, change of legal status, form of control or merge, ownership or governance changes of the IHE, etc.
- Elimination of a PEPP**
 - Examples including but not limited to teach out, phase out, elimination, on hold, etc.

Substantive change requests are warranted when changes, modifications or an expansion of the IHE’s/PEPPs scope has the potential to impact candidates and/or licensure requirements.

17 High Street

CONTACT INFORMATION:

Institution: Plymouth State College **Street Address:**

Name of Contact: Brian Walker **City/State:** Plymouth

Coordinator/Title: Holmes Center Interim Director **Zip Code:** 03264

Email address: bfwalker@plymouth.edu **Telephone:** 603-535-2807

Is the change at the (check either or both): at the unit level and/or at the program level(s)

If at the program level, indicate which program(s):

Ed. Rule(s)	Program(s)	Approved Level(s)**	SBE Approval Date(s)	Current Expiry	Approval Status
Example: Ed 612.03	Early Childhood Education	BA, M.ED,	12/2019	12/30/2026	Full
Ed. Rule	Program				Select One:
614.06 <input type="checkbox"/>	School Psychologists <input type="checkbox"/>	M.ED		12/31/2024	Full <input type="checkbox"/>
*	*				*
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**Approved Levels: BA BS BM M.ED. MAT Ed.S. Post Bac CAGS PhD Licensure

Complete the following questions below and/or attach documentation that addresses the below information (1-5).

1. Please describe the substantive change request:

Change School Psychologists program format from an MEd to an EdS in School Psychology.

The EdS in School Psychology is a National Association of School Psychologists (NASP) approved 69-credit program designed for individuals who desire certification in school psychology at the state and national level.

2. What aspects of the substantive change may affect the capacity of the unit and/or program(s) to ensure that candidates successfully meet standards for educational licensure?

None

3. Explain the rationale for the change.

School Psychologist is a Nationally Recognized program by NASP (National Association of School Psychologist.) NASP encouraged the change to an Educational Specialist. The EdS more accurately represents the academic rigor and number of credits expected for this degree at PSU. The Educational Specialist also streamlines the licensure process in other states.

The MEd in School Psychology will be a non-certification option.

4. What steps have been taken or are planned to ensure that the change will not adversely affect the capacity to ensure that candidates successfully meet standards for educational licensure?

Attach a transition plan if phasing out/ending a program including anticipated end date of last program completer.

None

5. In the institution's estimation, is the substantive change that is envisioned sufficiently significant that the changes affect the terms or conditions of the current approval of the program because the current approval would no longer be applicable to the revised program? yes no not sure

additional documentation included to support substantive change(s)

****If the NHDOE and NHCTE determine that the substantive changes affect the terms or conditions of the current approval of the program(s), the NHDOE shall require the submission of a detailed report on how the changes impact candidate preparedness for professional practice which shall result in a recommendation to the NH State Board of Education (Ed. 602.14(d)).****

Return the completed form to Laura.Stoneking@doe.nh.gov or mail to the New Hampshire Department of Education, Bureau of Educator Preparation & Higher Education, 101 Pleasant Street, Concord, NH, 03301. Questions, contact the Bureau of Educator Preparation & Higher Education at 603.271.4196.

Ed 602.14 Substantive Program Changes during the Approval Period.

- (a) Technical assistance in making a determination of substantive change shall be available to the institution through the department or the NHCTE.
- (b) A PEPP shall report to the department and the NHCTE any substantive changes that have the potential to significantly affect the ability of the PEPP to ensure that candidates can successfully meet the certification standards for which the PEPP is designed.
- (c) An institution shall inform the department and NHCTE of substantive program changes during the term of approval in writing by submitting a Substantive Change Report to the department using one or more of the following criteria:
 - (1) Changes in the PEPP's face-to-face delivery system to primarily on-line delivery;
 - (2) Changes beyond those indicated by the assessment system for continuous improvement; or
 - (3) Elimination of a PEPP.
- (d) If the department and NHCTE determine that the changes affect the terms or conditions of the original approval of the program because the original approval is no longer applicable to the revised program, the department shall require the submission of a detailed report on how the changes impact candidate preparedness for professional practice which shall result in one of the following:
 - (1) Retain approval through the existing expiration date; or
 - (2) Use the process for PEPP approval under Option 1, 2 or 3.

Date Received by NHDOE:

Learn Everywhere Program Initial Application

Sponsoring Organization:

Signum University

The mission of Signum University is to establish an open and globally accessible digital campus that reduces student costs, provides a vibrant, online academic community that fosters exceptional teaching and opportunities for intellectual engagement, and ensures fair and generous treatment of our employees and students alike.

Proposed Program for Learn Everywhere Participation:

The Signum Academy Clubs

The Signum Academy, sponsored by Signum University, will be hosting three Language-Arts Clubs starting in February 2021.

- Our **Book Club** will feature in-depth chapter-by-chapter discussions of books.
- Our **Writing Club** will provide interactive workshops developing student writing.
- Our **Conversation Club** will offer immersive conversational practice in foreign languages.
- Our **Translation Club** will provide instruction and practice in decoding historical languages.

We will offer each of these Clubs in four different age groupings: the Primary level (grades K-2), the Upper Elementary Level (grades 3-5), the Middle School Level (grades 6-8), and the High School level (grades 9-12). All of our programs will meet entirely in an online, contact-less environment. Our Clubs will meet twice a week, and all meetings will be small-group, synchronous online discussions, consisting of student groups capped at either 7 (for Writing and Language) or 10 (for the Book Club) students per section.

The purpose of the **The Signum Academy Clubs** is to create a fun and interactive online environment in which young students can develop their interests in the language arts and hone the critical reading, effective writing, and impactful communications skills that the language arts foster so well.

Contact Information:

Primary Contact: Corey Olsen

Private Address: 244 Rocky Pond Rd, Hollis, NH 03049

Private Phone Number: 215-840-9231

Signum's Public Address: 1 Hardy Rd, #389, Bedford, NH 03110

Public Phone Number: 520-428-5208

Instructor Qualifications

The Signum Academy Clubs program ensures that our instructors, whom we call preceptors, have two important qualifications: expertise in our subject area and experience teaching at the K-12 level. Our preceptors are required to have some formal training in literature and language, having a BA or equivalent with specialization in language or literature. In addition, our preceptors are all required to have demonstrated experience teaching in a primary- or secondary-school context. At least one year's experience is required, though more is desirable.

We at Signum University confirm that all of our preceptors meet these qualifications. Indeed, all of our current pool of preceptors significantly exceeds these standards. All of our preceptors have at least MA degrees in their teaching fields, as well as many years' experience teaching at the primary- or secondary-school level.

Criminal History Records Checks

The Signum Academy Clubs requires that all of our preceptors and all of our support staff who will be interacting with students and families submit to a criminal history records check, performed as outlined in Saf-C 5703. Signum allows no instruction or student contact by anyone who has been charged with or convicted of any of the offenses outlined in RSA 189:13-a, V.

We at Signum University confirm that all of our instructors and support staff who will be in contact with students have satisfied our criminal history requirements.

Instructional Programs

I. Identification of the Education for which Students Will Receive Credit [Ed 306.27(t)]

The Signum Academy Clubs provide an excellent opportunity for students to learn in several areas of Language Arts. Our different clubs will not only cover many different topics, but most of these topics will be assessed at two different Competency Levels (where we have identified two cumulative levels of mastery of the core competencies of that Club). For further information on these Competency Levels and our Learning Outcomes Assessment Rubrics for each Club, please see Sections III and IV below.

The following table shows all of the course equivalents for each Topic and Competency Level in all four of our Clubs.

- **Book Club** provides a flexible framework in which students will be enabled to explore a wide range of literature in-depth, developing crucial skills in critical reading and argumentation while building a broad appreciation for literature in many genres, from many time periods, and from many perspectives. Book Club will enable students to earn certificates in many introductory and advanced literature electives.
- **Writing Club** will provide an excellent experience of creative-writing workshop participation. The two levels of competency assessment enable students to complete a Creative Writing certificate at both a Beginning and an Advanced level. Both of these certificates would be for elective half-credits in English.
- **Conversation Club** will give students the opportunity to develop fluency in a foreign language through an immersive language experience with an experienced teacher who is fluent in the language. Students will be assessed on four competency levels that map the road to conversational fluency, enabling students to receive four certificates which will cover the first four semesters of language acquisition.
- **Translation Club** will expose students to the exciting and rewarding discipline of learning to decode and decipher historical languages, a process which will not only strongly build their essential language skills, but which will also provide a rich experience of historical cultures through primary texts. Students will also be assessed here on four sets of Competency Levels, enabling four separate certificates as students work their way through historical language discovery.

Signum Academy Clubs: Credit Equivalencies		
Book Club		
<i>Topic</i>	<i>Competency Level</i>	<i>Equivalent (1/2 credit)</i>
Ancient Mythology	Beginning	Ancient Mythology 1 (elective)
Ancient Mythology	Advanced	Ancient Mythology 2 (elective)
American Literature	Beginning	American Literature 1 (elective)
American Literature	Advanced	American Literature 2 (elective)
British Literature	Beginning	British Literature 1 (elective)
British Literature	Advanced	British Literature 2 (elective)
World Literature	Beginning	World Literature 1 (elective)
World Literature	Advanced	World Literature 2 (elective)
Fantasy Literature	Advanced	Fantasy Literature (elective)
Science Fiction Literature	Advanced	Science Fiction Lit (elective)
Dystopian Literature	Advanced	Dystopian Lit (elective)
Poetry	Advanced	Poetry (elective)
Drama	Advanced	Drama (elective)
The Novel	Advanced	The Novel (elective)
Writing Club		
<i>Topic</i>	<i>Competency Level</i>	<i>Equivalent (1/2 credit)</i>
Creative Writing	Beginning	Intro to Creative Writing
Creative Writing	Advanced	Advanced Creative Writing
Conversation Club		
<i>Topic</i>	<i>Competency Level</i>	<i>Equivalent (1/2 credit)</i>
Language Immersion	Beginning I	Language Immersion 1, Semester 1
Language Immersion	Advanced I	Language Immersion 1, Semester 2
Language Immersion	Beginning II	Language Immersion 2, Semester 1

Language Immersion	Advanced II	Language Immersion 2, Semester 2
Translation Club		
<i>Topic</i>	<i>Competency Level</i>	<i>Equivalent (½ credit)</i>
Language Translation	Beginning I	Language Translation 1, Semester 1
Language Translation	Advanced I	Language Translation 1, Semester 2
Language Translation	Beginning II	Language Translation 2, Semester 1
Language Translation	Advanced II	Language Translation 2, Semester 2

II. Outline of Each Program

The Signum Academy Clubs program contains four separate programs: our Book Club, Writing Club, and Language Club, which is itself subdivided into Conversation Club (conversational fluency in modern languages) and Translation Club (translational fluency in historical languages). All of our programs are designed to help students develop critical Language Arts skills, all in a fun and interactive online environment.

Book Club Program

Description

The Signum Academy Book Club program consists of regular meetings designed to discuss works of literature. A preceptor will meet with a small group of students, capped at 10, two times a week on a regular schedule. Each session will be for one hour. Signum preceptors will choose books to discuss, and they will conduct guided discussions with our students, focusing in each session on the assigned reading for that session. Students will be expected to do the assigned reading in between sessions and to come prepared to discuss the relevant section of the text. All students are invited to join our Book Clubs; we welcome students with disabilities or learning differences, and we will work with the families of our students to best meet student needs.

Student Age Groupings

We plan to run Signum Academy Book Club sections in four different age groupings: the Primary Level (grades K-2), the Upper Elementary Level (grades 3-5), the Middle School Level (grades 6-8), and the High School Level (grades 9-12). We may also split students into separate sections based on time availability, running (for instance) one High-School Book Club section on Mondays and Wednesdays at 4:00 PM and another High-School Book Club section on Tuesdays and Fridays at 3:00 PM. When families register for our program, we will determine their

availability and consult with them during the scheduling process, to ensure that we put our students in the best position to participate fully.

Topics

The specific topics of our Book Club sections will vary, of course. Our Primary Level Book Club sections will not be reading the same books as our High-School Book Club sections, and each of our club sections, as they come to the end of a particular book, will then begin a new book. Sometimes the preceptor of a Club will change when a section transitions from one book to another, though student groups will often work primarily with the same preceptor over time. As preceptors choose books to cover in a Book Club section, they will consult with students and families, and families will always be informed in advance about the books their students will be reading and discussing. Should a student or family wish to switch sections in order to discuss a different book, we will happily accommodate the switch after discussing it with the family, pending availability.

Competencies

- Critical Reading
- Arguing from Evidence
- Drawing Conclusions
- Speaking and Listening

Goals

The Signum Academy Book Club sets out to teach students:

- *Critical Reading:*
 - *Beginning Level:* To determine two or more central ideas of a text and analyze their development over the course of the text, including how they interact and build on one another to provide a complex analysis; to provide an objective summary of the text; to consider the significance of the author's structural choices in the formation of the narrative and how they impact the effect of the story on the reader; to consider the vocabulary and word choice of the text and the patterns and significance of those verbal choices.
 - *Advanced Level:* To analyze the position of a text with relation to particular interpretive questions or interests; to consider the text from multiple points of view, taking into account the impact that each point of view has on the understanding of the themes, characters, and vocabulary; to take an interpretive position and articulate that position through a well-connected argument.
- *Arguing from Evidence:*
 - *Beginning Level:* To cite strong and thorough textual evidence to support analysis of what the text says explicitly.
 - *Advanced Level:* To build well-supported arguments based on indirect evidence, linguistic trends, and the subtle implications of a text.
- *Drawing Conclusions:*

- *Beginning Level:* To integrate textual evidence and logical analysis into an overall thesis which establishes a clear interpretive claim.
- *Advanced Level:* To develop the ability to employ different logical and rhetorical techniques for establishing a strong conclusion.
- *Speaking and Listening:*
 - To initiate and participate effectively in a range of collaborative discussions and to come to discussions prepared, having read or researched material under study; to explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion.
 - To pose questions that connect the ideas of several speakers and respond to others' questions and comments with relevant evidence, observations, and ideas.

Expected Student Outcomes

The achievement of the core competencies of Book Club will be assessed at two separate Competency Levels: Beginning and Advanced. Students wishing to receive certificates at one of these two levels must demonstrate the appropriate set of learning outcomes, as follows. For our full assessment rubric, see Section IV below.

- **Beginning Level**
 - *Critical Reading:* The student is identifying critical ideas and themes, analyzing how complex characters develop, considering the impact of an author's structural choices, and discussing the cumulative impact of specific word choices on meaning.
 - *Arguing from Evidence:* The student shows an ability to build an argument based on direct evidence from the text.
 - *Drawing Conclusions:* The student brings their arguments to a clear conclusion.
 - *Speaking and Listening:* The student participates constructively and effectively in the group discussions.
- **Advanced Level**
 - *Critical Reading:* The student is perceiving multiple themes operating within a text, and can approach those themes from multiple points of view, showing an awareness of the artistic and narrative impact of the author's structural choices and vocabulary.
 - *Arguing from Evidence:* The student can formulate convincing arguments based on direct and indirect evidence in the text.
 - *Drawing Conclusions:* The student is comfortable with multiple logical and rhetorical methods of bringing an argument to a conclusion.
 - *Speaking and Listening:* The student participates constructively and effectively in the group discussions.

Writing Club Program

Description

The Signum Academy Writing Club consists of regular workshops on student writing. A preceptor will meet with a small group of students, capped at 7, two times a week on a regular schedule. Each session will be for one hour. Signum Academy preceptors will provide prompts and instructions for writing exercises, and students will be expected to write in between sessions and share their writing with the preceptor and the group. Preceptors will discuss student writing, giving appropriate and desired levels of feedback and encouragement to the student writers. Students will be expected to participate in the discussion of other students' writing in sensitive and appropriate ways during the workshop sessions. All students at all writing levels are invited to join our Writing Clubs; we welcome students with disabilities or learning differences, and we will work with the families of our students to best meet student needs.

Student Age Groupings

We plan to run Signum Academy Writing Club sections in four different age groupings: the Primary Level (grades K-2), the Upper Elementary Level (grades 3-5), the Middle School Level (grades 6-8), and the High School Level (grades 9-12). We may also split students into separate sections based on time availability, running (for instance) one High-School Writing Club section on Mondays and Wednesdays at 4:00 PM and another High-School Writing Club section on Tuesdays and Fridays at 3:00 PM. When families register for our program, we will determine their availability and consult with them during the scheduling process, to ensure that we put our students in the best position to participate fully.

Topics

Writing Clubs at all age levels will predominantly focus on creative writing, though we may also run sections which are designed to help students develop their expository writing skills as well. The writing prompts and genres will be chosen as appropriate for the age range of that particular section, and in accordance with the interests and enthusiasms of the students in that section. The preceptors assigned to teach our sections may change from time to time.

Competencies

- Storytelling
- Building a Secondary World
- Revision Process
- Speaking and Listening

Goals

The Signum Academy Writing Club sets out to teach students:

- *Storytelling:*
 - *Beginning Level:* To write narratives to develop real or imagined experiences or events, including elements such as:
 - engaging and orienting the reader by setting out a problem, situation, or observation and its significance, establishing one or multiple point(s) of view and introducing a narrator and/or characters

- creating a smooth progression of experiences or events
 - Using precise words and phrases, telling details, and sensory language to convey a vivid picture of the experiences, events, setting, and/or characters.
 - *Advanced Level:* To develop a more effective narrative structure that conveys meaning through:
 - Using narrative techniques, such as dialogue, pacing, description, reflection, and multiple plot lines, to develop experiences, events, and/or characters.
 - Using a variety of techniques to sequence events so that they build on one another to create a coherent whole and build toward a particular tone and outcome (e.g., a sense of mystery, suspense, growth, or resolution).
- *Building a Secondary World:*
 - *Beginning Level:* To apply invention with rigor and consistency in order to enable a reader to enter into the reading experience without strain.
 - *Advanced Level:* To conduct short as well as more sustained research projects to answer a question (including a self-generated question) or solve a problem; to narrow or broaden the inquiry when appropriate; to synthesize multiple sources on the subject, demonstrating understanding of the subject under investigation.
- *Revision Process:*
 - *Beginning Level:* To develop and strengthen writing as needed by planning, revising, editing, rewriting, or trying a new approach, focusing on addressing what is most significant for a specific purpose and audience.
 - *Advanced Level:* To engage dynamically with external criticism, utilizing the process of seeking and receiving criticism and feedback as a crucial part of the ongoing creative process.
- *Speaking and Listening:*
 - To initiate and participate effectively in a range of collaborative discussions and to come to discussions prepared, having read or researched material under study; to explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion.
 - To pose questions that connect the ideas of several speakers and respond to others' questions and comments with relevant evidence, observations, and ideas.

Expected Student Outcomes

The achievement of the core competencies of Writing Club will be assessed at two separate Competency Levels: Beginning and Advanced. Students wishing to receive certificates at one of these two levels must demonstrate the appropriate set of learning outcomes, as follows. For our full assessment rubric, see Section IV below.

- **Beginning Level**
 - *Storytelling:* The student uses narrative techniques, thoughtful sequencing of events, and precise words and phrases effectively to create a smooth and engaging story.

- *Building a Secondary World*: The student is producing a coherent imaginative experience for the reader.
- *Revision Process*: The student embraces the revision process and develops their writing effectively through that process.
- *Speaking and Listening*: The student participates constructively and effectively in the group discussions.
- **Advanced Level**
 - *Storytelling*: The student demonstrates skill and effectiveness in utilizing narrative techniques, sequencing, conveying a deeper meaning to the reader.
 - *Building a Secondary World*: The student is conducting the consistent and diligent research necessary to construct a compellingly detailed narrative world.
 - *Revision Process*: The student engages constructively and actively with criticism, utilizing that interaction as a stimulus for the creative revision process.
 - *Speaking and Listening*: The student participates constructively and effectively in the group discussions.

Language Club Program

Description

The Signum Academy Language Club consists of regular meetings for the purpose of developing fluency in foreign languages. A preceptor will meet with a small group of students, capped at 7, two times a week on a regular schedule. Each session will be for one hour. We will have two different kinds of Language Clubs:

1. **Conversation Clubs**: Conversation Clubs will consist of immersive conversational practice with a native or fluent speaker of the language. Students will practice both comprehension and speech in the language. In Conversation Clubs, preceptors may assign students to watch or review materials between sessions for additional practice. Students in Conversation Clubs will be expected to participate in conversational practice, both with their preceptor and with each other.
2. **Translation Clubs**: Translation Clubs may work with living, dead, or even invented languages. They will consist of reading and interpretation exercises, learning how to decode a language as well as its scripts, runes, or hieroglyphics. In Translation Clubs, preceptors will assign translation exercises for students to work on between sessions. Students in Translation Clubs will be expected to share their translation work and be prepared to discuss the translations with the preceptor and other students.

All students are invited to join our Language Clubs; we welcome students with disabilities or learning differences, and we will work with the families of our students to best meet student needs.

Student Age Groupings

We plan to run Signum Academy Language Club sections in four different age groupings: the Primary Level (grades K-2), the Upper Elementary Level (grades 3-5), the Middle School Level

(grades 6-8), and the High School Level (grades 9-12). We may also split students into separate sections based on time availability, running (for instance) one High-School Language Club section on Mondays and Wednesdays at 4:00 PM and another High-School Language Club section on Tuesdays and Fridays at 3:00 PM. When families register for our program, we will determine their availability and consult with them during the scheduling process, to ensure that we put our students in the best position to participate fully.

Topics

As we stated above, our different Language Club sections will have a focus on either Conversation or Translation, and the difference between the two will be clearly stated and explained to students and families. The particular languages that we offer will change over time, depending on student interest and preceptor availability. Our initial plans include Conversation Clubs in languages such as Spanish, German, Icelandic, Finnish, and Japanese, and Translation Clubs focusing on Latin, Greek, Old Norse, Japanese, Anglo-Saxon, and Quenya (one of J.R.R. Tolkien's invented languages). The number of Language Club sections we offer at a time will vary based primarily on student interest.

Competencies

- **Conversation Club:**
 - Aural Comprehension (Year 1 and 2)
 - Conversational Speech (Year 1 and 2)
 - Reading Comprehension (Year 1 and 2)
 - Speaking and Listening (Year 1 and 2)
- **Translation Club:**
 - Decoding Grammar (Year 1)
 - Understanding Syntax (Year 1)
 - Reading Comprehension (Year 1)
 - Translation Proficiency (Year 2)
 - Composition (Year 2)
 - Cultural, Historical, and Literary Context (Year 2)
 - Speaking and Listening (Year 1 and 2)

Goals

The Signum Academy Language Club sets out to teach students:

- Aural Comprehension (**Conversation Club**):
 - To gain facility in understanding the speech of a fluent speaker in the foreign language being practiced. (Year 1: Beginning and Advanced Level)
 - To achieve comfort in interpreting the tone and implications of conversational speech in the foreign language. (Year 2: Beginning and Advanced Level)
- Conversational Speech (**Conversation Club**):
 - To gain the ability to communicate basic ideas clearly in the foreign language. (Year 1: Beginning and Advanced Level)

- To achieve conversational fluidity and fluent expression in the foreign language accompanied by seamless shifts between English and the foreign language at need. (Year 2: Beginning and Advanced Level)
- Decoding Grammar (**Translation Club**):
 - To understand the basic elements and structures of grammar and how those elements are traditionally assembled in the foreign language, in order to achieve a basic comprehension of a simple textual passage. (Year 1: Beginning Level)
 - To interpret the more complex and advanced grammatical nuances of the foreign language accurately in order to comprehend more complex textual passages. (Year 1: Advanced Level)
- Understanding Syntax (**Translation Club**):
 - To gain familiarity with the syntactical techniques employed by the foreign language in order to convey meaning. (Year 1: Beginning Level)
 - To gain facility in interpreting syntactic structures so as to recognize meaning, implication, and tone. (Year 1: Advanced Level)
- Translation Proficiency (**Translation Club**):
 - To develop the technical and analytical skill of translating passages from the historical language into English. (Year 2)
- Composition (**Translation Club**):
 - To develop comfort with expressing ideas in prose and poetry in writing in the historical language. (Year 2)
- Cultural, Historical, and Literary Context (**Translation Club**):
 - To gain an appreciation of the contexts of the historical language through discussion of its history, the cultures in which it emerged, and the literary movements in which it was expressed. (Year 2)
- Reading Comprehension (**Conversation and Translation Club**):
 - To develop the ability to fluidly read texts written in the foreign language. (Year 1 and 2)
- Speaking and Listening Standards (**Conversation and Translation Club**):
 - To initiate and participate effectively in a range of collaborative discussions and to come to discussions prepared, having read or researched material under study; to explicitly draw on that preparation by referring to evidence on the topic, text, or issue to probe and reflect on ideas under discussion.
 - To pose questions that connect the ideas of several speakers and respond to others' questions and comments with relevant evidence, observations, and ideas.

Expected Student Outcomes

The achievement of the core competencies of Language Clubs will be assessed at two separate Competency Levels, Beginning and Advanced, for each of the equivalent of two separate “Years” of Language Instruction. Student outcomes will therefore be assessed at a total of four separate Competency Levels in Language Clubs. Students wishing to receive certificates at one of these four levels must demonstrate the appropriate set of learning outcomes, as follows. For our full assessment rubric, see Section IV below.

- **Conversation Club: Year 1, Beginning Level**
 - *Aural Comprehension:* The student can generally understand familiar words and basic phrases.
 - *Conversational Speech:* The student can communicate ideas in target language with some errors.
 - *Reading Comprehension:* The student can interpret the essential meaning of a text.
 - *Speaking and Listening:* The student participates constructively and effectively in the group discussions.
- **Conversation Club: Year 1, Advanced Level**
 - *Aural Comprehension:* The student can perceive the nuances of fluent conversation.
 - *Conversational Speech:* The student expresses themselves orally with fluidity in limited contexts.
 - *Reading Comprehension:* The student can accurately comprehend a basic written text.
 - *Speaking and Listening:* The student participates constructively and effectively in the group discussions.
- **Conversation Club: Year 2, Beginning Level**
 - *Aural Comprehension:* The student can generally understand a fluent speaker.
 - *Conversational Speech:* The student can successfully communicate ideas orally most of the time.
 - *Reading Comprehension:* The student can interpret the essential meaning of a text.
 - *Speaking and Listening:* The student participates constructively and effectively in the group discussions.
- **Conversation Club: Year 2, Advanced Level**
 - *Aural Comprehension:* The student can perceive the nuances of conversational expression in everyday situations.
 - *Conversational Speech:* The student expresses themselves orally with fluidity on a range of topics.
 - *Reading Comprehension:* The student can accurately comprehend a written text.
 - *Speaking and Listening:* The student participates constructively and effectively in the group discussions.
- **Translation Club: Year 1, Beginning Level**
 - *Decoding Grammar:* The student has a basic understanding of how the language is structured.
 - *Understanding Syntax:* The student can recognize syntactical constructions.
 - *Reading Comprehension:* The student can form an accurate basic understanding of a simple prose passage.
 - *Speaking and Listening:* The student participates constructively and effectively in the group discussions.
- **Translation Club: Year 1, Advanced Level**

- *Decoding Grammar*: The student has achieved a basic mastery of grammatical structures.
- *Understanding Syntax*: The student has achieved a basic proficiency with interpreting the syntactical structures of the language.
- *Reading Comprehension*: The student can accurately translate prose or poetry.
- *Speaking and Listening*: The student participates constructively and effectively in the group discussions.
- **Translation Club: Year 2, Beginning Level**
 - *Translation Proficiency*: The student produces mostly accurate translations of complex prose and poetry with only minimal mistakes.
 - *Composition*: The student has achieved basic proficiency in composing accurate sentences and paragraphs in a foreign language.
 - *Cultural, Historical, and Literary Context*: The student grasps the basic cultural, historical, and literary context of a foreign language and can express that knowledge.
 - *Speaking and Listening*: The student participates constructively and effectively in the group discussions.
- **Translation Club: Year 2, Advanced Level**
 - *Translation Proficiency*: The student produces mostly accurate translations of long passages of complex prose and poetry with only minimal mistakes.
 - *Composition*: The student has achieved basic proficiency in composing accurate paragraphs, essays, stories, and/or poems in a foreign language.
 - *Cultural, Historical, and Literary Context*: The student grasps the advanced cultural, historical, and literary context of a foreign language and can express that knowledge.
 - *Speaking and Listening*: The student participates constructively and effectively in the group discussions.

III. Plan for Recording Student Progress


The Signum Academy Clubs are designed to be fun learning activities for students, rather than formal courses. Although students participating in any of our Book Clubs, Writing Clubs, or Language Clubs may be expected to do reading or written work in between the meeting sessions, the assessment of their mastery of the relevant Competencies will be based on our teachers' observations of the students' performance and participation in the synchronous meeting sessions. There is no attendance or seat-time requirement.


For each of the Competency Levels for which we are awarding certificates in each of our different Clubs, we have a detailed four-point rubric for the teachers' assessment of student performance. At the end of every month, our preceptors assess the students' achievements in each relevant Competency. We will send students monthly Progress Reports, letting them know where their assessments stand and what their progress towards a Certificate is. Should they

receive a 3 or higher in all of the Competency categories for their certificate, we will let them know they have completed the requirements and have earned a Certificate.

For each student registered in our Clubs who is seeking Learn Everywhere credit, we will maintain a Student Scorecard which registers each Club group the student has taken, the progress they made on the relevant competencies, and whether or not they were awarded a certificate and when. In this way, we can maintain a clear record of each student's current progress towards each Certificate for which they have begun working on developing the Competencies.

The following is a sample Student Scorecard for a fictional student, Todd Smith.

Todd Smith Scorecard							
Book Club							
<i>Topic</i>	<i>Competency Level</i>	<i>Outcome</i>	<i>Progress Reports</i>		<i>Certificate</i>	<i>Date of Award</i>	<i>Equivalent (1/2 credit)</i>
British Literature	Beginning	<i>Critical Reading 1</i>	2	3	Brit Lit 1 Certificate 	Awarded on March 31, 2021	English 3, Semester 1
		<i>Arguing from Evidence 1</i>	3	4			
		<i>Drawing Conclusions 1</i>	2	3			
		<i>Speaking and Listening 1</i>	3	3			
World Literature	Beginning	<i>Critical Reading 1</i>	2	2			English 4, Semester 1
		<i>Arguing from Evidence 1</i>	2	3			
		<i>Drawing Conclusions 1</i>	1	2			
		<i>Speaking and Listening 1</i>	2	2			
Writing Club							
<i>Topic</i>	<i>Competency Level</i>	<i>Outcome</i>	<i>Progress Reports</i>		<i>Certificate</i>	<i>Date of Award</i>	<i>Equivalent (1/2 credit)</i>
Creative Writing 1	Beginning	<i>Storytelling 1</i>	3	4	Intro to Creative Writing Certificate	Awarded on May 31,	Intro to Creative Writing
		<i>Building a Secondary World 1</i>	3	3			
		<i>Revision Process 1</i>	2	3			

		<i>Speaking and Listening 1</i>	3	3		2021	(elective)
Creative Writing 2	Advanced	<i>Storytelling 2</i>	3	4			Advanced Creative Writing (elective)
		<i>Building a Secondary World 2</i>	2	2			
		<i>Revision Process 2</i>	2	2			
		<i>Speaking and Listening 2</i>	3	3			

IV. Description of Assessments of Student Learning Outcomes

Assessments in the Signum Academy Club will be based on instructor observations of student performance. All of our Club sessions are synchronous meetings with real-time contact between teacher and student. Although exceptional success in or repeated neglect of the at-home assignments meant to be completed between sessions can certainly impact the instructor’s assessment of the student’s performance, it is participation in the synchronous sessions themselves that will form the basis for evaluating student progress.

Assessments of student learning outcomes in the Signum Academy Clubs are expressed in a four-point scale. These four achievement levels are as follows:

- **Level 1 (Beginning):** The student is beginning the Learning Outcomes
- **Level 2 (Approaching):** The student is approaching the Learning Outcomes
- **Level 3 (Meeting):** The student is meeting the Learning Outcomes
- **Level 4 (Exceeding):** The student is exceeding the Learning Outcomes

Every month, the preceptor prepares a Progress Report for all Learn Everywhere students, evaluating each of the four relevant Competencies and assigning the student a value between 1 and 4 for each Competency. Students who receive a 3 or 4 in a Competency have met expectations for developing proficiency in the Competency. Once the student achieves this proficiency in each of the four relevant Competencies, the student is awarded a Certificate. In order to ensure that our preceptors have a clear and sufficient basis on which to establish assessments, we require that students must attend a minimum of five sessions in order to qualify for a Certificate.

The evaluation of the relevant Competencies is based on the assessment rubrics that follow.

Assessment Rubrics

Book Club Learning Outcomes Assessment Rubric: <u>Beginning Level</u>				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Critical Reading</i>	The student has difficulties formulating interpretive ideas about the story, is just learning to trace the development of characters, is not accustomed to factoring in authorial choice about structure, and is not sensitive to the impact of specific words choices on meaning.	The student is making good observations and can identify important moments that contribute to theme and character development or that reveal the author's structural choices, but does not yet really put these things together into a clear analysis of theme, character, structure, or word-choice patterns.	The student is identifying critical ideas and themes, analyzing how complex characters develop, considering the impact of an author's structural choices, and discussing the cumulative impact of specific word choices on meaning.	The student makes shrewd observations about themes, characters, authorial choices, and word choice and is sensitive to multiple ongoing concerns in the text.
<i>Arguing from Evidence</i>	The student cannot reliably connect ideas about the story with concrete evidence from the text.	The student is able to see how ideas from the text are connected to concrete passages.	The student shows an ability to build an argument based on direct evidence from the text.	The student can readily point to multiple, explicit textual bases for their observations.
<i>Drawing Conclusions</i>	The student needs much help to bring observations to any larger conclusion.	The student can, with some prompting and assistance, draw conclusions from their observations.	The student brings their arguments to a clear conclusion.	The student is capable of bringing their well-supported observations to a compellingly convincing conclusion.
<i>Speaking and Listening</i>	The student struggles with group	The student is participating appropriately, if	The student participates constructively	The student works not only to participate in

	discussions.	not effectively, in the group discussions.	and effectively in the group discussions.	but to stimulate the group discussions.
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Book Club Learning Outcomes Assessment Rubric: <u>Advanced</u> Level				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Critical Reading</i>	The student is able to identify themes and discuss character and story structure, but shows little familiarity with the process of formulating critical questions from different points of view to ask about a text.	The student is inconsistent in asking critical questions, and often struggles to see the text's answers to critical questions.	The student is perceiving multiple themes operating within a text, and can approach those themes from multiple points of view, showing an awareness of the artistic and narrative impact of the author's structural choices and vocabulary.	The student can comfortably examine a text from multiple perspectives, cogently explaining the impact of the author's thematic, structural, and vocabulary choices and how they impact the text from different points of view.
<i>Arguing from Evidence</i>	The student can argue from direct and explicit evidence, but struggles to give evidence based on more indirect trends and patterns.	The student can point to more subtle and indirect evidence in a text, but still struggles to articulate that evidence convincingly.	The student can formulate convincing arguments based on direct and indirect evidence in the text.	The student makes nuanced and convincing arguments based on analysis of subtle patterns and trends in the text.
<i>Drawing Conclusions</i>	The student can bring observations to a conclusion, but still tends to apply one approach rigidly and inflexibly.	The student is familiar with multiple methods of asserting and supporting conclusions, but cannot reliably execute the process.	The student is comfortable with multiple logical and rhetorical methods of bringing an argument to a conclusion.	The student has mastered multiple methods of formulating a conclusion and can perform them convincingly and compellingly.

<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.
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Writing Club Learning Outcomes Assessment Rubric: <u>Beginning Level</u>				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Storytelling</i>	The student is beginning to learn how to convey their ideas to readers through the use of narrative techniques, sequencing of events, and effective word choice.	The student has clear plans for engaging the reader through narrative techniques, sequencing, and vocabulary, even if they are not always successful.	The student uses narrative techniques, thoughtful sequencing of events, and precise words and phrases effectively to create a smooth and engaging story.	The student's use of narrative techniques, sequencing, and vocabulary produces stories that are compelling to readers, and even moving.
<i>Building a Secondary World</i>	The student is discovering how to build a narrative sufficiently consistent for readers to invest imagination in it.	The student is taking concrete steps to develop a coherent readerly experience, with mixed success.	The student is producing a coherent imaginative experience for the reader.	The student draws the reader effortlessly into their imagined world.
<i>Revision Process</i>	The student is new to the revision process and is unfamiliar with good practices of revision and self-critique.	The student is willing to revise and is learning what revision processes are most effective in their writing.	The student embraces the revision process and develops their writing effectively through that process.	The student embraces the revision process enthusiastically, showing great capacity for improvement through a well-established set of revision processes.

<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.
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Writing Club Learning Outcomes Assessment Rubric: <u>Advanced Level</u>				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Storytelling</i>	The student has the rudiments of narrative construction, being capable of sequencing, good word choice, and narrative techniques, but has only begun to learn how to bring those things together in order to convey meaning.	The student shows an awareness of how to put together a meaningful narrative, but shows little reliable control.	The student demonstrates skill and effectiveness in utilizing narrative techniques, sequencing, conveying a deeper meaning to the reader.	The student shows real ingenuity and artistic control in narrative construction, patterns of word choice, and employment of narrative technique, creating a narrative that conveys powerful and striking meaning to the reader.
<i>Building a Secondary World</i>	The student often overlooks the need for careful research and the narrative lacks the details to make it compelling.	The student regularly does research, though the results are not always effective.	The student is conducting the consistent and diligent research necessary to construct a compellingly detailed narrative world.	The student conducts meticulous research in order to produce striking verisimilitude.
<i>Revision Process</i>	The student is not yet adept at handling and processing criticism, and does not yet make the link	The student is open to criticism, but still tends to resist interaction with critical responses as	The student engages constructively and actively with criticism, utilizing that interaction as a	The student actively seeks and adeptly evaluates criticism, thoroughly

	between received criticism and the creative process.	part of the creative experience.	stimulus for the creative revision process.	integrating the critical interaction into the planned creative process.
<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.

Language Club Learning Outcomes Assessment Rubric: Conversation Club, Year 1 Beginning Level				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Aural Comprehension</i>	The student is just beginning to distinguish sounds in the target language.	The student sometimes understands basic words.	The student can generally understand familiar words and basic phrases.	The student dependably and easily understands basic phrases.
<i>Conversational Speech</i>	The student only knows single words to try to point to an idea.	The student conveys ideas in broken phrases, mixed with English.	The student can communicate ideas in target language with some errors.	The student reliably conveys familiar ideas with clarity.
<i>Reading Comprehension</i>	The student shows little accurate comprehension of written texts.	The student can derive a vague idea of the subject matter of a written text.	The student can interpret the essential meaning of a text.	The student can be counted on to understand the basic purport of a written text.
<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.

Language Club Learning Outcomes Assessment Rubric: Conversation Club, <u>Year 1 Advanced Level</u>				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Aural Comprehension</i>	The student is still missing the varieties of tones and expressions in fluent speech.	The student shows awareness but imperfect grasp of tones and expressions.	The student can perceive the nuances of fluent conversation.	The student is highly sensitive to tones and nuances of fluent speech.
<i>Conversational Speech</i>	The student has difficulty composing thoughts and expressing them orally.	The student expresses themselves fully but haltingly in limited contexts.	The student expresses themselves orally with fluidity in limited contexts.	The student can express basic phrases effortlessly and with expression.
<i>Reading Comprehension</i>	The student often stumbles in comprehension of basic points of written texts.	The student reads basic texts with only a few significant errors.	The student can accurately comprehend a basic written text.	The student reads basic texts accurately and swiftly.
<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.

Language Club Learning Outcomes Assessment Rubric: Conversation Club, <u>Year 2 Beginning Level</u>				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Aural Comprehension</i>	The student is just beginning to comprehend a fluent speaker.	The student understands a fluent speaker some of the time.	The student can generally understand a fluent speaker.	The student dependably and easily understands a fluent speaker.
<i>Conversational Speech</i>	The student communicates limited ideas in	The student conveys ideas in broken phrases.	The student can successfully communicate	The student reliably conveys

	single words, mixed with English.		ideas orally most of the time.	a range of ideas with clarity.
<i>Reading Comprehension</i>	The student shows little accurate comprehension of written texts.	The student can derive a vague idea of the subject matter of a written text.	The student can interpret the essential meaning of a text.	The student can be counted on to understand the basic purport of a written text.
<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.

Language Club Learning Outcomes Assessment Rubric: Conversation Club, Year 2 Advanced Level				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Aural Comprehension</i>	The student is still struggling to comprehend rapid conversation between fluent speakers.	The student shows awareness but imperfect grasp of the patterns of natural conversation of fluent speakers.	The student can perceive the nuances of conversational expression in everyday situations.	The student is highly sensitive to tones and nuances of speech, including humor.
<i>Conversational Speech</i>	The student has difficulty composing thoughts and expressing them fluently.	The student expresses themselves fully but haltingly in complete phrases.	The student expresses themselves orally with fluidity on a range of topics.	The student can express themselves effortlessly and with expression.
<i>Reading Comprehension</i>	The student often stumbles in comprehension of basic points of written texts.	The student reads intermediate texts with only a few significant errors.	The student can accurately comprehend a written text.	The student reads intermediate texts accurately and swiftly.
<i>Speaking and Listening</i>	The student struggles with group	The student is participating	The student participates	The student works not only

	discussions.	appropriately, if not effectively, in the group discussions.	constructively and effectively in the group discussions.	to participate in but to stimulate the group discussions.
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Language Club Learning Outcomes Assessment Rubric: Translation Club: <u>Year 1 Beginning Level</u>				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Decoding Grammar</i>	The student is becoming familiar with grammatical elements.	The student grasps some of the simple elements of grammatical structure.	The student has a basic understanding of how the language is structured.	The student has mastered the basic grammatical structure of the language.
<i>Understanding Syntax</i>	The student does not understand syntactical constructions.	The student asks good questions about syntactical constructions.	The student can recognize syntactical constructions.	The student grasps the significance of syntactical constructions.
<i>Reading Comprehension</i>	The student can make little meaning of a simple prose passage.	The student has only a vague idea about the meaning of a simple prose passage.	The student can form an accurate basic understanding of a simple prose passage.	The student can perform a good translation of a simple prose passage.
<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.

Language Club Learning Outcomes Assessment Rubric: Translation Club: <u>Year 1 Advanced Level</u>				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Decoding</i>	The student is	The student	The student has	The student

<i>Grammar</i>	comfortable with basic grammar but has little grasp of more subtle structures.	understands the basic and is learning the more complex grammatical structures.	achieved a basic mastery of grammatical structures.	shows great proficiency with the language's grammar.
<i>Understanding Syntax</i>	The student still finds the syntactical structures of the language a puzzle.	The student is beginning to understand the language's syntactical structures.	The student has achieved a basic proficiency with interpreting the syntactical structures of the language.	The student shows a confident familiarity with the basic syntactical structures of the language.
<i>Reading Comprehension</i>	The student has a difficult time translating prose or poetry with accuracy.	The student can make a good attempt at interpreting prose or poetry.	The student can accurately translate prose or poetry.	The student's translations of prose and poetry show not only competence but insight.
<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.

Language Club Learning Outcomes Assessment Rubric: Translation Club: Year 2 Beginning Level				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Translation Proficiency</i>	The student struggles to produce competent translations of complex prose and poetry.	The student produces fair attempts at translations of complex prose and poetry but still makes many mistakes in interpretation.	The student produces mostly accurate translations of complex prose and poetry with only minimal mistakes.	The student produces accurate translations of complex prose and poetry with a smooth style and meaningful interpretations.

<i>Composition</i>	The student composes sentences and paragraphs in a foreign language only with difficulty and many mistakes.	The student is beginning to compose sentences and paragraphs in a foreign language but still struggles to produce accurate texts.	The student has achieved basic proficiency in composing accurate sentences and paragraphs in a foreign language.	The student shows confidence in composing accurate and stylistically pleasing sentences and paragraphs in a foreign language.
<i>Cultural, Historical, and Literary Context</i>	The student fails to grasp the basic cultural, historical, and literary context of a foreign language.	The student remembers some points of the basic cultural, historical, and literary context of a foreign language.	The student grasps the basic cultural, historical, and literary context of a foreign language and can express that knowledge.	The student understands and appreciates the basic cultural, historical, and literary context of a foreign language and can express that knowledge and apply it to the language's texts.
<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.

Language Club Learning Outcomes Assessment Rubric: Translation Club: <u>Year 2 Advanced Level</u>				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Translation Proficiency</i>	The student struggles to produce competent translations of long passages of complex prose and poetry.	The student produces fair attempts at translations of long passages of complex prose and poetry but still makes many mistakes in	The student produces mostly accurate translations of long passages of complex prose and poetry with only minimal mistakes.	The student produces accurate translations of long passages of complex prose and poetry with a smooth style and meaningful

		interpretation.		interpretations.
<i>Composition</i>	The student composes paragraphs, essays, stories, and/or poems in a foreign language only with difficulty and many mistakes.	The student is beginning to compose paragraphs, essays, stories, and/or poems in a foreign language but still struggles to produce accurate texts.	The student has achieved basic proficiency in composing accurate paragraphs, essays, stories, and/or poems in a foreign language.	The student shows confidence in composing accurate and stylistically pleasing paragraphs, essays, stories, and/or poems in a foreign language.
<i>Cultural, Historical, and Literary Context</i>	The student fails to grasp the advanced cultural, historical, and literary context of a foreign language.	The student remembers some points of the advanced cultural, historical, and literary context of a foreign language.	The student grasps the advanced cultural, historical, and literary context of a foreign language and can express that knowledge.	The student understands and appreciates the advanced cultural, historical, and literary context of a foreign language and can express that knowledge and apply it to the language's texts.
<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.

Admissions

I. Description of Methods for Admission

The Signum Academy Clubs are intended to be open for participation by any interested student, without discrimination or bias. Enrollment in the Clubs is simple. On each of our Club web pages, there will be a Registration link. That link will bring interested participants to a simple Google Form which will enable families to provide contact information, Club preferences, and some basic schedule and availability information. Our support team processes these registrations and assigns interested students to a Club section that best fits their interests and their availability. The families are then sent a secure payment link (through Signum's Paypal payment gateway) to establish the monthly subscription payments that will give access to the Club. The subscription rate for the 2021 year is \$90 per month per student, with discounts available for multiple enrollments. Families are able to change freely from one Club to another for as long as their subscription persists, and they can cancel their subscription at any time.

II. Description of Educational Plan Liaisons

The Signum Academy Clubs has a dedicated support staff who will be handling communications with families, scheduling Club sections, recording and archiving instructor assessments, and tracking student credit achievement. In addition, we have a staff member who will serve as official liaison to the students' Local Education Agency. On the initial registration form, families will be required to disclose their students' schools and school districts, and our Educational Liaison will maintain an annually updated list of the appropriate Local Education Agencies with whom we may need to liaise for each student.

III. Description of IEP Liaisons

The staff member who will serve as the Educational Plan Liaison for Signum Academy Clubs, as described in Admissions II immediately above, will also serve as liaison and facilitator for the implementation of student IEP's, when they are in force. We presume that the vast majority of our students will be participating in the Signum Academy Clubs through family choice, but we are prepared to work with the Local Education Agency to facilitate IEP implementation where appropriate.

Minimum Standards

I. Meeting the Minimum Standards for Graduation Credit

English and Reading Programs

According to Section Ed 306.37, English/Language Arts and Reading Programs at the high-school level must provide and promote

- Opportunities for students to become familiar with the history, structure, and use of English as the basic medium of communication in our society;
- Opportunities for students to develop proficiency and control in the use of language, an appreciation of a variety of literary forms, an understanding and appreciation of various aspects of past and present cultures as expressed in literature, and interests for lifelong learning;
- The development of the basic language skills of listening, speaking, reading, writing, and viewing;
- The acquisition of knowledge; and
- The understanding of literature and our literary heritage;

Two of our three clubs fit into this category: our Book Club and our Writing Club. All high-school students in these Clubs will be strongly developing the basic language skills of listening, speaking, and reading, and their discussion with their peers will encourage the development of listening and discussion techniques, not to mention the acquisition of knowledge.

- **Book Club** students will have many opportunities to become familiar with the history and structure of English, in a variety of literary forms, through the books they discuss, which should enable both an understanding and appreciation for past and present cultures as expressed in literature. They will develop an appreciation both of “our own” literary heritage as well as those of other cultures, and should develop a robust interest in lifelong learning through reading.
- **Writing Club** students will have many opportunities to develop proficiency and control in the use of language in a variety of literary forms, and they will gain an inside understanding of the structure and use of English as a medium of communication. They will also gain a great deal of experience in the writing process.

World Language Programs

According to Section Ed 306.48, World Languages Programs at the high-school level must provide and promote:

- Opportunities for students to become familiar with the linguistic and cultural elements of classical and/or modern languages;

- Opportunities for students to develop a knowledge and understanding of the skills necessary for effective communication in the language;
- Progressive proficiency in listening comprehension, speaking, reading, writing, and structural analysis; and
- An increase in knowledge and understanding of the countries, cultures, and attitudes of the peoples whose languages are being studied.

Both of our Language Club divisions fit into this category: Our Conversation Club and our Translation Club. All high-school students in these Clubs will certainly become familiar with the linguistic and cultural elements of the languages they study.

- **Conversation Club** students will be thoroughly immersed both in listening comprehension and speaking the modern language they are learning, continuously through every session. They will also do reading exercises as they go, and their conversations with their preceptors will provide many opportunities for the increase of knowledge and understanding of the countries, cultures, and attitudes of the peoples whose language they are studying. The club will be based on an aggressive, immersive program of developing an understanding of the skills necessary for effective communication.
- **Translation Club** students will be focusing much attention on the linguistic elements of the historical languages they study, and they will be steadily gaining progressive proficiency especially in reading, writing, and structural analysis. Through the primary texts that they will be translating, they will gain much useful exposure to the cultural elements of the historical language, and will through that process greatly increase their understanding of the cultures and attitudes of the historical peoples who spoke and wrote in the language they are studying.

High-school students who fully participate in our Clubs will certainly meet these standards.

II. Number of Credits the Program Will Fulfill

The Signum Academy Clubs embrace a wide array of Language Arts activities, including the study of literature from all genres, periods, and cultural points of origin, creative writing, the development of fluency in several different modern languages, and the translation of various historical languages. Given the breadth of the scope of our program, it is possible for students to obtain Credits in English 1-4, elective credits in Literature and in Creative Writing, and World Language credits.

The full list of the Signum Academy Clubs Credit Equivalencies are as follows:

Signum Academy Clubs: Credit Equivalencies		
Book Club		
<i>Topic</i>	<i>Competency Level</i>	<i>Equivalent (½ credit)</i>
Ancient Mythology	Beginning	Ancient Mythology 1 (elective)
Ancient Mythology	Advanced	Ancient Mythology 2 (elective)
American Literature	Beginning	American Literature 1 (elective)
American Literature	Advanced	American Literature 2 (elective)
British Literature	Beginning	British Literature 1 (elective)
British Literature	Advanced	British Literature 2 (elective)
World Literature	Beginning	World Literature 1 (elective)
World Literature	Advanced	World Literature 2 (elective)
Fantasy Literature	Advanced	Fantasy Literature (elective)
Science Fiction Literature	Advanced	Science Fiction Lit (elective)
Dystopian Literature	Advanced	Dystopian Lit (elective)
Poetry	Advanced	Poetry (elective)
Drama	Advanced	Drama (elective)
The Novel	Advanced	The Novel (elective)
Writing Club		
<i>Topic</i>	<i>Competency Level</i>	<i>Equivalent (½ credit)</i>
Creative Writing	Beginning	Intro to Creative Writing
Creative Writing	Advanced	Advanced Creative Writing
Conversation Club		
<i>Topic</i>	<i>Competency Level</i>	<i>Equivalent (½ credit)</i>
Language Immersion	Beginning I	Language Immersion 1, Semester 1
Language Immersion	Advanced I	Language Immersion 1, Semester 2
Language Immersion	Beginning II	Language Immersion 2, Semester 1

Language Immersion	Advanced II	Language Immersion 2, Semester 2
Translation Club		
<i>Topic</i>	<i>Competency Level</i>	<i>Equivalent (½ credit)</i>
Language Translation	Beginning I	Language Translation 1, Semester 1
Language Translation	Advanced I	Language Translation 1, Semester 2
Language Translation	Beginning II	Language Translation 2, Semester 1
Language Translation	Advanced II	Language Translation 2, Semester 2

III. Competency-Based Grading Description

Assessments of student learning outcomes in the Signum Academy Clubs are expressed in a four-point scale. These four achievement levels are as follows:

- **Level 1 (Beginning):** The student is beginning the Learning Outcomes
- **Level 2 (Approaching):** The student is approaching the Learning Outcomes
- **Level 3 (Meeting):** The student is meeting the Learning Outcomes
- **Level 4 (Exceeding):** The student is exceeding the Learning Outcomes

Every month, the preceptor prepares a Progress Report for all Learn Everywhere students, evaluating each of the four relevant Competencies and assigning the student a value between 1 and 4 for each Competency. Students who receive a 3 or 4 in a Competency have met expectations for developing proficiency in the Competency. Once the student achieves this proficiency in each of the four relevant Competencies, the student is awarded a Certificate. In order to ensure that our preceptors have a clear and sufficient basis on which to establish assessments, we require that students must attend a minimum of five sessions in order to qualify for a Certificate.

The evaluation of the relevant Competencies is based on the assessment rubrics that follow.

Assessment Rubrics

Book Club Learning Outcomes Assessment Rubric: <u>Beginning Level</u>				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Critical Reading</i>	The student has difficulties formulating interpretive ideas about the story, is just learning to trace the development of characters, is not accustomed to factoring in authorial choice about structure, and is not sensitive to the impact of specific words choices on meaning.	The student is making good observations and can identify important moments that contribute to theme and character development or that reveal the author's structural choices, but does not yet really put these things together into a clear analysis of theme, character, structure, or word-choice patterns.	The student is identifying critical ideas and themes, analyzing how complex characters develop, considering the impact of an author's structural choices, and discussing the cumulative impact of specific word choices on meaning.	The student makes shrewd observations about themes, characters, authorial choices, and word choice and is sensitive to multiple ongoing concerns in the text.
<i>Arguing from Evidence</i>	The student cannot reliably connect ideas about the story with concrete evidence from the text.	The student is able to see how ideas from the text are connected to concrete passages.	The student shows an ability to build an argument based on direct evidence from the text.	The student can readily point to multiple, explicit textual bases for their observations.
<i>Drawing Conclusions</i>	The student needs much help to bring observations to any larger conclusion.	The student can, with some prompting and assistance, draw conclusions from their observations.	The student brings their arguments to a clear conclusion.	The student is capable of bringing their well-supported observations to a compellingly convincing conclusion.
<i>Speaking and Listening</i>	The student struggles with	The student is participating	The student participates	The student works not only

	group discussions.	appropriately, if not effectively, in the group discussions.	constructively and effectively in the group discussions.	to participate in but to stimulate the group discussions.
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Book Club Learning Outcomes Assessment Rubric: Advanced Level

<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Critical Reading</i>	The student is able to identify themes and discuss character and story structure, but shows little familiarity with the process of formulating critical questions from different points of view to ask about a text.	The student is inconsistent in asking critical questions, and often struggles to see the text's answers to critical questions.	The student is perceiving multiple themes operating within a text, and can approach those themes from multiple points of view, showing an awareness of the artistic and narrative impact of the author's structural choices and vocabulary.	The student can comfortably examine a text from multiple perspectives, cogently explaining the impact of the author's thematic, structural, and vocabulary choices and how they impact the text from different points of view.
<i>Arguing from Evidence</i>	The student can argue from direct and explicit evidence, but struggles to give evidence based on more indirect trends and patterns.	The student can point to more subtle and indirect evidence in a text, but still struggles to articulate that evidence convincingly.	The student can formulate convincing arguments based on direct and indirect evidence in the text.	The student makes nuanced and convincing arguments based on analysis of subtle patterns and trends in the text.
<i>Drawing Conclusions</i>	The student can bring observations to a conclusion, but still tends to apply one approach rigidly and inflexibly.	The student is familiar with multiple methods of asserting and supporting conclusions, but cannot reliably execute the	The student is comfortable with multiple logical and rhetorical methods of bringing an argument to a conclusion.	The student has mastered multiple methods of formulating a conclusion and can perform them convincingly and

		process.		compellingly.
<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.

Writing Club Learning Outcomes Assessment Rubric: <u>Beginning Level</u>				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Storytelling</i>	The student is beginning to learn how to convey their ideas to readers through the use of narrative techniques, sequencing of events, and effective word choice.	The student has clear plans for engaging the reader through narrative techniques, sequencing, and vocabulary, even if they are not always successful.	The student uses narrative techniques, thoughtful sequencing of events, and precise words and phrases effectively to create a smooth and engaging story.	The student's use of narrative techniques, sequencing, and vocabulary produces stories that are compelling to readers, and even moving.
<i>Building a Secondary World</i>	The student is discovering how to build a narrative sufficiently consistent for readers to invest imagination in it.	The student is taking concrete steps to develop a coherent readerly experience, with mixed success.	The student is producing a coherent imaginative experience for the reader.	The student draws the reader effortlessly into their imagined world.
<i>Revision Process</i>	The student is new to the revision process and is unfamiliar with good practices of revision and self-critique.	The student is willing to revise and is learning what revision processes are most effective in their writing.	The student embraces the revision process and develops their writing effectively through that process.	The student embraces the revision process enthusiastically, showing great capacity for improvement through a well-established

				set of revision processes.
<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.

Writing Club Learning Outcomes Assessment Rubric: <u>Advanced</u> Level				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Storytelling</i>	The student has the rudiments of narrative construction, being capable of sequencing, good word choice, and narrative techniques, but has only begun to learn how to bring those things together in order to convey meaning.	The student shows an awareness of how to put together a meaningful narrative, but shows little reliable control.	The student demonstrates skill and effectiveness in utilizing narrative techniques, sequencing, conveying a deeper meaning to the reader.	The student shows real ingenuity and artistic control in narrative construction, patterns of word choice, and employment of narrative technique, creating a narrative that conveys powerful and striking meaning to the reader.
<i>Building a Secondary World</i>	The student often overlooks the need for careful research and the narrative lacks the details to make it compelling.	The student regularly does research, though the results are not always effective.	The student is conducting the consistent and diligent research necessary to construct a compellingly detailed narrative world.	The student conducts meticulous research in order to produce striking verisimilitude.
<i>Revision Process</i>	The student is not yet adept at handling and processing	The student is open to criticism, but still tends to	The student engages constructively and actively with	The student actively seeks and adeptly evaluates

	criticism, and does not yet make the link between received criticism and the creative process.	resist interaction with critical responses as part of the creative experience.	criticism, utilizing that interaction as a stimulus for the creative revision process.	criticism, thoroughly integrating the critical interaction into the planned creative process.
<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.

Language Club Learning Outcomes Assessment Rubric: Conversation Club, <u>Year 1 Beginning Level</u>				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Aural Comprehension</i>	The student is just beginning to distinguish sounds in the target language.	The student sometimes understands basic words.	The student can generally understand familiar words and basic phrases.	The student dependably and easily understands basic phrases.
<i>Conversational Speech</i>	The student only knows single words to try to point to an idea.	The student conveys ideas in broken phrases, mixed with English.	The student can communicate ideas in target language with some errors.	The student reliably conveys familiar ideas with clarity.
<i>Reading Comprehension</i>	The student shows little accurate comprehension of written texts.	The student can derive a vague idea of the subject matter of a written text.	The student can interpret the essential meaning of a text.	The student can be counted on to understand the basic purport of a written text.
<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.

Language Club Learning Outcomes Assessment Rubric: Conversation Club, Year 1 Advanced Level				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Aural Comprehension</i>	The student is still missing the varieties of tones and expressions in fluent speech.	The student shows awareness but imperfect grasp of tones and expressions.	The student can perceive the nuances of fluent conversation.	The student is highly sensitive to tones and nuances of fluent speech.
<i>Conversational Speech</i>	The student has difficulty composing thoughts and expressing them orally.	The student expresses themselves fully but haltingly in limited contexts.	The student expresses themselves orally with fluidity in limited contexts.	The student can express basic phrases effortlessly and with expression.
<i>Reading Comprehension</i>	The student often stumbles in comprehension of basic points of written texts.	The student reads basic texts with only a few significant errors.	The student can accurately comprehend a basic written text.	The student reads basic texts accurately and swiftly.
<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.

Language Club Learning Outcomes Assessment Rubric: Conversation Club, Year 2 Beginning Level				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Aural Comprehension</i>	The student is just beginning to comprehend a fluent speaker.	The student understands a fluent speaker some of the time.	The student can generally understand a fluent speaker.	The student dependably and easily understands a fluent speaker.
<i>Conversational Speech</i>	The student communicates	The student conveys ideas in	The student can successfully	The student reliably conveys

	limited ideas in single words, mixed with English.	broken phrases.	communicate ideas orally most of the time.	a range of ideas with clarity.
<i>Reading Comprehension</i>	The student shows little accurate comprehension of written texts.	The student can derive a vague idea of the subject matter of a written text.	The student can interpret the essential meaning of a text.	The student can be counted on to understand the basic purport of a written text.
<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.

Language Club Learning Outcomes Assessment Rubric: Conversation Club, <u>Year 2 Advanced Level</u>				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Aural Comprehension</i>	The student is still struggling to comprehend rapid conversation between fluent speakers.	The student shows awareness but imperfect grasp of the patterns of natural conversation of fluent speakers.	The student can perceive the nuances of conversational expression in everyday situations.	The student is highly sensitive to tones and nuances of speech, including humor.
<i>Conversational Speech</i>	The student has difficulty composing thoughts and expressing them fluently.	The student expresses themselves fully but haltingly in complete phrases.	The student expresses themselves orally with fluidity on a range of topics.	The student can express themselves effortlessly and with expression.
<i>Reading Comprehension</i>	The student often stumbles in comprehension of basic points of written texts.	The student reads intermediate texts with only a few significant errors.	The student can accurately comprehend a written text.	The student reads intermediate texts accurately and swiftly.

<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.
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**Language Club Learning Outcomes Assessment Rubric:
Translation Club: Year 1 Beginning Level**

<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Decoding Grammar</i>	The student is becoming familiar with grammatical elements.	The student grasps some of the simple elements of grammatical structure.	The student has a basic understanding of how the language is structured.	The student has mastered the basic grammatical structure of the language.
<i>Understanding Syntax</i>	The student does not understand syntactical constructions.	The student asks good questions about syntactical constructions.	The student can recognize syntactical constructions.	The student grasps the significance of syntactical constructions.
<i>Reading Comprehension</i>	The student can make little meaning of a simple prose passage.	The student has only a vague idea about the meaning of a simple prose passage.	The student can form an accurate basic understanding of a simple prose passage.	The student can perform a good translation of a simple prose passage.
<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.

**Language Club Learning Outcomes Assessment Rubric:
Translation Club: Year 1 Advanced Level**

<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Decoding Grammar</i>	The student is comfortable with basic grammar but has little grasp of more subtle structures.	The student understands the basic and is learning the more complex grammatical structures.	The student has achieved a basic mastery of grammatical structures.	The student shows great proficiency with the language's grammar.
<i>Understanding Syntax</i>	The student still finds the syntactical structures of the language a puzzle.	The student is beginning to understand the language's syntactical structures.	The student has achieved a basic proficiency with interpreting the syntactical structures of the language.	The student shows a confident familiarity with the basic syntactical structures of the language.
<i>Reading Comprehension</i>	The student has a difficult time translating prose or poetry with accuracy.	The student can make a good attempt at interpreting prose or poetry.	The student can accurately translate prose or poetry.	The student's translations of prose and poetry show not only competence but insight.
<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.

**Language Club Learning Outcomes Assessment Rubric:
Translation Club: Year 2 Beginning Level**

<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Translation Proficiency</i>	The student struggles to produce competent translations of complex prose and poetry.	The student produces fair attempts at translations of complex prose and poetry but still makes many mistakes in interpretation.	The student produces mostly accurate translations of complex prose and poetry with only minimal mistakes.	The student produces accurate translations of complex prose and poetry with a smooth style and meaningful interpretations.

<i>Composition</i>	The student composes sentences and paragraphs in a foreign language only with difficulty and many mistakes.	The student is beginning to compose sentences and paragraphs in a foreign language but still struggles to produce accurate texts.	The student has achieved basic proficiency in composing accurate sentences and paragraphs in a foreign language.	The student shows confidence in composing accurate and stylistically pleasing sentences and paragraphs in a foreign language.
<i>Cultural, Historical, and Literary Context</i>	The student fails to grasp the basic cultural, historical, and literary context of a foreign language.	The student remembers some points of the basic cultural, historical, and literary context of a foreign language.	The student grasps the basic cultural, historical, and literary context of a foreign language and can express that knowledge.	The student understands and appreciates the basic cultural, historical, and literary context of a foreign language and can express that knowledge and apply it to the language's texts.
<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.

Language Club Learning Outcomes Assessment Rubric: Translation Club: <u>Year 2 Advanced Level</u>				
<i>Outcome</i>	<i>Level 1</i>	<i>Level 2</i>	<i>Level 3</i>	<i>Level 4</i>
<i>Translation Proficiency</i>	The student struggles to produce competent translations of long passages of complex prose and poetry.	The student produces fair attempts at translations of long passages of complex prose and poetry but still makes many mistakes in	The student produces mostly accurate translations of long passages of complex prose and poetry with only minimal mistakes.	The student produces accurate translations of long passages of complex prose and poetry with a smooth style and meaningful

		interpretation.		interpretations.
<i>Composition</i>	The student composes paragraphs, essays, stories, and/or poems in a foreign language only with difficulty and many mistakes.	The student is beginning to compose paragraphs, essays, stories, and/or poems in a foreign language but still struggles to produce accurate texts.	The student has achieved basic proficiency in composing accurate paragraphs, essays, stories, and/or poems in a foreign language.	The student shows confidence in composing accurate and stylistically pleasing paragraphs, essays, stories, and/or poems in a foreign language.
<i>Cultural, Historical, and Literary Context</i>	The student fails to grasp the advanced cultural, historical, and literary context of a foreign language.	The student remembers some points of the advanced cultural, historical, and literary context of a foreign language.	The student grasps the advanced cultural, historical, and literary context of a foreign language and can express that knowledge.	The student understands and appreciates the advanced cultural, historical, and literary context of a foreign language and can express that knowledge and apply it to the language's texts.
<i>Speaking and Listening</i>	The student struggles with group discussions.	The student is participating appropriately, if not effectively, in the group discussions.	The student participates constructively and effectively in the group discussions.	The student works not only to participate in but to stimulate the group discussions.

Facilities

Signum University has no facilities. All of our courses and programs are offered completely online. All Signum Academy students will be participating in our Clubs from the safety of their homes in an interactive, contact-free environment.

Insurance

Insurance Policies

Signum University carries no insurance for protection of children in care, since no children are ever in our care. All of our clubs take place completely online, with all participating children remaining at home and within the care and under the supervision of their parents or guardians. We are currently looking into acquiring a Cyber Liability policy.

Referred Student Indemnification Form

The parents of legal guardians of students, or the students themselves should they be emancipated minors, who have been referred to Signum Academy Clubs by an LEA will be required to sign an Indemnification Form which states:

I (the parent/legal guardian of, or the emancipated student, _____/ _____) covenant and agree at all times to indemnify and hold harmless the (school district), their school boards, officers, directors, agents, employees, all funding districts and sources, and their successors and assigns, (the “indemnified parties”) from any and all claims, demands, actions and causes of action, whether in law or in equity, and all damages, costs, losses, and expenses, including but not limited to reasonable attorneys’ fees and legal costs, for any action or inaction of the state approved Learn Everywhere program, its board, officers, employees, agents, representatives, contractors, guests and invitees, or pupils.

New Hampshire
State Board of Education
Minutes of the December 10, 2020 Meeting
Meeting held via Zoom webinar due to the COVID-19 State of Emergency

AGENDA ITEM I. CALL TO ORDER

The regular meeting of the State Board of Education was convened at 9:10 a.m. The meeting was held via Zoom webinar due to the COVID-19 state of emergency. Drew Cline presided as Chair.

Members present: Phil Nazzaro, Cindy Chagnon, Sally Griffin, Ann Lane, Kate Cassady, Helen Honorow, and Drew Cline, Chair. Also present were Frank Edelblut, Commissioner of Education, and Christine Brennan, Deputy Commissioner of Education.

AGENDA ITEM II. PLEDGE OF ALLEGIANCE

Drew Cline led the pledge of allegiance.

AGENDA ITEM III. PUBLIC COMMENT

There was no live public comment and written commentary was submitted and posted to the public materials on the Board's [webpage](#).

AGENDA ITEM IV. PRESENTATIONS/REPORTS/UPDATESA. Student/Shaker Regional School Board ~ SB-FY-21-08-002

This hearing was held in nonpublic at the parent's request.

MOTION: Cindy Chagnon made the motion, seconded by Ann Lane, to seal the minutes of the nonpublic hearing.

VOTE: The motion was approved by roll-call vote by State Board of Education Members Sally Griffin, Ann Lane, Kate Cassady, Cindy Chagnon, Phil Nazzaro, Helen Honorow, and Chair Cline.

B. Comprehensive Support and Improvement (CSI) School Presentations

Presenters included NHDOE Deputy Commissioner Christine Brennan, Mike Schwartz of Demonstrated Success, Principal Kelly Espinola of Parker Varney Elementary School, and Principal Stephanie Syre-Hager of Antrim Elementary School.

Principal Espinola expressed her pride in the dedicated teaching staff of Parker Varney. She detailed how math standards have been clarified so teachers,

students, and parents all understand where children should be in his/her learning. In 2019 the school started with math progression work, and by now all of the teachers are using the method very successfully. As a multi-grade level school, children are able to move up through to the next grade progression once they have mastered the work. The curriculum is highly individualized.

However, Principal Espinola did comment that test scores are not showing the same achievement that the progression data is showing even though the children are mastering standards. The school is working on figuring out how to show a correlation. They are looking forward to next year when they will be able to see data from two years under the same leadership to see the positive impact. One of the school goals is to look at innovations that highly engage students in their learning and to implement these innovations.

One of the main challenges in the school is the social-emotional learning component. Parker Varney used to use Responsive Classroom integrated with Choose Love, but an anonymous donor bought Leader in Me for the entire network. The school has now switched to Leader in Me and is implementing it to fidelity, while retaining a few components of Responsive Classroom that do not interfere with the program.

Chair Cline requested clarification on how Principal Espinola makes multi-age classrooms work, as competency-based learning is desirable yet difficult to

achieve. Principal Espinola explained that the children are divided between groups and, in a non-COVID world, can move between classrooms as necessary to have the appropriate level for each subject. With remote learning, the students are split into breakout rooms to individualize their instruction. For the fourth graders, who are the oldest at the school, they are able to remotely access small group instruction at another school via Zoom to receive higher instruction if necessary. Plans are being put into place for the children rising to fifth grade next year to continue with this style of instruction. Principal Espinola further mentioned that there are students requesting to switch in to the school, or requesting to stay at the school even if the family moves out of district, because the education is so wonderful even if the test scores do not yet show it.

A Board member queried how the school would continue on with this wonderful work once CSI funding ran out. Principal Espinola explained that grant money was being used for training to create teacher leaders, so that future teacher training in the progression method could take place in-house and would not require additional outside funding.

Principal Syre-Hager, who has been at the Antrim Elementary School for four years, then presented. Antrim is a very small K-4 school with only 100-120 students. During her tenure, the principal has drastically increased staff collaboration and teamwork and staff are now dedicated to the specific initiatives being implemented at the school, even during the COVID crisis. Principal Syre-

Hager discussed the positive behavioral interventions and supports (PBIS) implementation and the benefits that have been seen. Additionally, the school heavily uses Universal Design for Learning (UDL). All teachers have passed the Level I UDL certification, thanks to the Commissioner making that option free for all teachers.

Antrim's scores are similar to those of Parker Varney, but the student body is so small that each individual student's score carries heavy weight. The school improvement plan is a fluid document that is revisited and revised as necessary. The school is addressing the identified problems with instructional rigor and academic expectations by fully immersing in the New Hampshire UDL innovation network hub learning program.

Principal Syre-Hager discussed the challenges involved in teaching during a pandemic. There were some technology barriers, and CSI funds were used to purchase Chromebooks and headsets for the students to facilitate remote learning. The District also helped supply hotspots to families without internet. Additionally, teacher collaboration is more difficult at the moment but they have found workarounds and are still collaborating.

One of Antrim's key successes is that they were able to conduct full in-person learning for all students who wanted to come in, prior to the post-Thanksgiving scheduled remote period. Furthermore, the school is on year 3 of

UDL programming and the entire staff is now involved. They do focused work through PBIS and Responsive Classroom and are seeing positive behavioral changes in the student body.

In response to a Board member's query, Principal Syre-Hager elaborated on how UDL works. The idea is to give students multiple methods of accessing the information as not all students can access information or showcase their knowledge in the same way. Teachers have learned about variability in the classroom and how to address it, through collaboration, practice, and self-reflection. The result is greater student engagement.

C. Report of the Nottingham Planning Committee

Karyl Martin, a community member appointed to the Nottingham Planning Committee, detailed that on March 10, 2020, the voters of Nottingham voted to create a study committee to review the options of remaining or withdrawing from SAU 44. The committee has regular meetings, sometimes even weekly, and has pursued inquiry and investigation relative to becoming a single-district SAU. The committee has carefully reviewed the Strafford Planning Committee's report and investigated other districts of similar size and demographics. Each one has been successful in their separation.

Ms. Martin continued to explain that the withdrawal will result in cost savings for Nottingham, with little to no financial impact on Northwood as the remaining single district in SAU 44. Other considerations include autonomy, local control over appropriations of community resources, and better focus on providing good education.

MOTION: Phil Nazzaro made the motion, seconded by Ann Lane, to approve the Nottingham Planning Committee proposal.

VOTE: The motion was approved by roll-call vote by State Board of Education Members Sally Griffin, Ann Lane, Kate Cassady, Cindy Chagnon, Phil Nazzaro, Helen Honorow, and Chair Cline.

D. Bullying Report for School Year 2019-2020 per RSA 193-F:6,11

Rich Farrell opened his report explaining that bullying numbers are down, partially due to COVID and partially due to an actual reduction in bullying. The numbers from March 15 - June 30 are skewed due to the pandemic and remote learning. Reported bullying incidents were as follows:

- Elementary school: 591
- Middle school: 463

- High school: 396

Mr. Farrell explained that extrapolating out the numbers that would have been expected during the March to June period, these numbers still show a downward trend.

Mr. Farrell continued to explain that there is nearly a 50% drop in the number of constituents contacting the Department of Education with complaints regarding bullying (26 reports). Middle school level tends to have the highest cyberbullying and bullying rates, but since 2011 those graphs are trending downward. High school rates have remained the same, and elementary schools are trending downward.

The complaints to the Department of Education are overwhelmingly complaints about process rather than the bullying itself. There is also an increasing number of parents calling in alleging bullying teacher-student contact. Most of these complaints are immediately changed from a bullying complaint to an educator misconduct complaint and are followed up appropriately.

Ann Lane asked what the process is after it has been determined that bullying that resulted in harm to a person or property took place. Mr. Farrell explained that usually it is a local disciplinary process. In rare cases it may turn

into legal proceedings - family court for minors, and simple assault charges in adult court for students over 18.

AGENDA ITEM V. CHARTER SCHOOL REPORTS/UPDATES

A. New Application for Gathering Waters Public Charter School

Jane Waterhouse, NHDOE, Charter School Administrator, introduced the founding members of Gathering Waters Public Charter School who are seeking Board approval for their new charter school. They prepared a comprehensive charter school plan after extensive research and preparation. The 13 review areas for charter schools are described in Ed 318.09(e).

Gabrielle Schuerman and Janet Gordon gave a detailed presentation about the proposed school. The plan is to start with grades 1-9, adding a grade each year until the school covers grades 1-12. Year 1 capacity will be 135 students; 90 students have already expressed interest in applying. Approximately 23% of children in the area around the school are below the poverty line. The educational outlook will be a holistic Waldorf approach and technology will not be introduced until 7th grade. While the lessons do not perfectly align with Common Core standards, students will be caught up by 4th grade and will meet and exceed all standards by the time they reach 8th grade. Additionally, they have already spoken

with special education experts so they will be prepared for students with IEPs or 504s.

Helen Honorow questioned whether there might be a saturation in the area of Waldorf schools and whether they would be competing for the same funding and undermining each other. Ms. Schuerman explained that the different Waldorf schools are geographically far enough away from each other and each have their own separate focus and does not anticipate these concerns being a problem. On the flip side, adding another school like this could make the area very attractive for young families.

Ann Lane queried if the program will meet New Hampshire minimum standards and how students would be evaluated to ensure the standards are being met. Ms. Schuerman explained that in the budget there is pre-operational money for curriculum development, and that budget item is meant to allow the school to go through the official Waldorf curriculum and fully align it with New Hampshire requirements. While standards may be achieved at a different pace, they will all be met.

Phil Nazzaro raised a concern about charters having financial problems due to overestimation of enrollment. He asked what type of market analysis is behind the numbers provided and what type of marketing support they are utilizing to drive enrollment. Ms. Schuerman detailed that teachers are trained for grades 1-8 so if

one grade has more students and another grade has too few, they have the flexibility to compensate without changing staff. They are onboarding marketing people to assist with the marketing side. The region in general is strong in philanthropy and fundraising should not be a difficulty.

Chair Cline voiced an additional concern that they have not provided the Board with a list of trustees and their current list of people does not include a business / management / finance / fundraising person. Ms. Schuerman responded that COVID is making it difficult for some people to commit, but that they have been speaking widely with community members and there are several ready to sign on and assist the school as soon as the school has received approval. Ms. Gordon added that they already have a very strong advisory board and that additional people will be added to it as well.

Kate Cassady recommended that they take a second look at their budget as the fundraising numbers seem very high and the insurance numbers seem very low. Ms. Cassady strongly suggested onboarding someone with a background in business and educational accounting.

MOTION: Cindy Chagnon made the motion, seconded by Ann Lane, that the State Board of Education approve the initial charter for Gathering Waters Public Charter School.

VOTE: The motion was approved by roll-call vote by State Board of Education Members Sally Griffin, Ann Lane, Kate Cassady, Cindy Chagnon, Phil Nazzaro, Helen Honorow, and Chair Cline.

AGENDA ITEM VI. LEARN EVERYWHERE APPLICATIONS

A. New Hampshire Academy of Science

Peter Faletta, Executive Director of New Hampshire Academy of Science gave some background history of the Academy of Science. They have a lab operated by scientists from different branches of science. The lab has different types of very expensive equipment that most schools would never be able to afford. Students in the program plan and carry out research in groups, with intensive guidance from mentors. Students have the opportunity to present to the American Association for the Advancement of Science (AAAS), and in some cases their research is even published in peer-reviewed journals.

Students from all over the state participate in the program, with a breakdown of approximately 20% homeschool, 70% public school, and 10% private school. Students can receive financial aid to attend conferences. With the advent of Learn Everywhere, now students can receive academic credit for this science work.

Ann Lane asked if the program meets the Next Generation Science Standards (NGSS) adopted in 2016 and if it includes the provisions in the minimum science standards. Mr. Faletra explained that although it is project-based learning, the basic concepts are covered. Students need basic conceptual understanding for the specific projects they are working on and NH Common Core standards are met. There will naturally be some gaps in knowledge as the standards are so detailed that it is impossible for any student to realistically learn all of it. While they may have less breadth of knowledge, they will have far greater depth and understanding. The biggest challenge for students is the science writing as many of the students come in with poor writing skills. The mentors are invaluable in helping with this.

The Academy is currently in remote learning and moving forward should be able to cater to students in rural areas. They have a store of equipment that can be lent out to schools around the state, allowing students to start or continue with their research without coming physically to the Academy. The public schools so far are very excited to have the opportunity to borrow this equipment.

Helen Honorow asked if the teachers or mentors at the Academy have Advanced Placement (AP) course certification and additionally asked what the costs associated with participating in the program are. Mr. Faletra clarified that while teachers require certification to teach an AP course, students are not required to take an AP course in order to take an AP test. The Academy is not

offering AP courses, and yet students who have gone through the program may take the AP test. From a financial perspective, the organization is very healthy and about 45% of current students are on full financial aid, with an additional 20% on partial financial aid.

MOTION: Cindy Chagnon made the motion, seconded by Sally Griffin, that the State Board of Education approve the Learn Everywhere application of the New Hampshire Academy of Science.

VOTE: The motion was approved by roll-call vote by State Board of Education Members Sally Griffin, Ann Lane, Kate Cassady, Cindy Chagnon, Phil Nazzaro, Helen Honorow, and Chair Cline.

AGENDA ITEM VII. LEGISLATIVE UPDATES

A. Emergency Rule ~ Vocational Rehabilitation Programs (Ed 1000)

Amanda Phelps, NHDOE, Administrative Rules Coordinator, explained that regular rulemaking was stalled due to some changes that needed to be made, so the previous proposal was withdrawn from regular rulemaking. The current emergency rule expires in January, so a new emergency rule is needed to go into

effect January 10. The initial proposal for regular rulemaking will be ready for the January State Board meeting. This request is being made under the reasoning that otherwise it could cause substantial fiscal harm to citizens pursuant to 541(a) (18) because of the impact it could have on employment for people with disabilities.

MOTION: Cindy Chagnon made the following motion, seconded by Kate Cassady, that the State Board of Education adopt the emergency rule for Vocational Rehabilitation Programs (Ed 1000) with an effective date of January 10, 2021.

VOTE: The motion was approved by roll-call vote by State Board of Education Members Sally Griffin, Ann Lane, Kate Cassady, Cindy Chagnon, Phil Nazzaro, Helen Honorow, and Chair Cline.

B. Interim Rule Proposal ~ Criminal History Record Check Clearance (Ed 504.12, Ed 505.07(b) & (d), and Ed 505.08)

Amanda Phelps explained the interim rule proposal. The idea is to get rules into place faster than they normally would happen, and regular rulemaking would be started immediately as well. These rules are being proposed because of the new legislation which amended some current RSAs and added credentialing

standards for bus drivers and transportation monitors to the State Board's rulemaking authority.

Ann Lane questioned who would pick up the cost for the background checks, as it seems punitive to force a law-abiding citizen to spend \$100 proving they are a law-abiding citizen. Chair Cline responded that he already clarified this and that the actual bus companies or the districts would be covering the fee, either outright or on a reimbursement basis. Steve Appleby, NHDOE, Director, Division of Educator Support and Higher Education, pointed out that this new system will be safer as it requires a new background check every 5 years.

MOTION: Ann Lane made the following motion, seconded by Kate Cassady, that the State Board of Education approve the Interim Rule Proposal for Ed 504.12, Ed 505.07(b) & (d), and Ed 505.08 regarding criminal history record check clearance credentials.

VOTE: The motion was approved by roll-call vote by State Board of Education Members Sally Griffin, Ann Lane, Kate Cassady, Cindy Chagnon, Phil Nazzaro, Helen Honorow, and Chair Cline.

C. Final Proposal ~ Remote Instruction (Ed 306.18(a)(7) and Ed 306.22)

Amanda Phelps reminded the Board that these rules were discussed at the November meeting and have not been amended since then. Chair Cline discussed the feedback received last month that language be included to ensure that individual education plans (IEPs) and 504s plans must be still being met. He does not agree with such a change, that adding it would require doing the same for every rule in order to avoid misinterpretation. Chair Cline explained that educational provision for students with IEPs and 504s is already required by law and does not need to be separately specified in these rules. Steve Appleby concurred, saying that adding in the requested wording has the potential to create ambiguity.

MOTION: Cindy Chagnon made the following motion, seconded by Kate Cassady, that the State Board of Education approve the final proposal of Ed 306.18(a)(7) and Ed 306.22 Remote Instruction.

VOTE: The motion was approved by roll-call vote by State Board of Education Members Sally Griffin, Ann Lane, Kate Cassady, Cindy Chagnon, Phil Nazzaro, Helen Honorow, and Chair Cline.

AGENDA ITEM VIII. COMMISSIONER'S UPDATE

Commissioner Edelblut discussed the state of COVID funding. School districts have not drawn down all the COVID funds made available to them. In May, approximately \$34 million in grant funds were made available to New Hampshire school districts, and in September only \$1.7 million had been drawn down. Additionally, the Governor made \$45 million available to school districts through the Coronavirus Aid, Relief, and Economic Security (CARES) Act funding - \$200 per student, and an additional \$10 million of application grants that were funded at 67%. The Commissioner explained that the CARES Act funding has a time limit and is being used first, whereas the other funding does not expire until September 2021 and that is undoubtedly why less of it has been utilized to date.

Commissioner Edelblut also discussed the Department of Health and Human Services' (DHHS) COVID dashboard. It is currently the best place to receive up-to-date information on specific schools, their policies, their infection rates, their learning models, etc. Approximately 60% of all schools have submitted their information and the Department is working on onboarding the remaining schools.

Sally Griffin asked what the COVID funds are for besides technology. Commissioner Edelblut responded that there is a lot of technology investments, and there are also increased cleaning and sterilization protocols. Additionally, additional transportation needs as fewer children ride on each bus to abide by social distancing protocols, and therefore more buses and drivers are needed.

Ann Lane asked if there have been any large incidents of cleaning or transportation personnel contracting COVID from students. Commissioner Edelblut answered in the negative. There are minimal levels of transmission in the learning environment. Most cases at schools are a result of community transmission. Some schools are successfully in school 5 days per week, whereas others are fully remote, and the full gamut in between. When instruction is disrupted, it is usually due to teachers who need to quarantine due to known exposure.

Sally Griffin asked if there is regular COVID testing for the students. Commissioner Edelblut said that they had rejected a plan to test in schools, as it would encourage sick people to show up at schools. Instead, they are focusing on making testing readily available in the communities and in a timely fashion.

AGENDA ITEM IX. OPEN BOARD DISCUSSIONS

Chair Cline discussed the difficulties of scheduling a second Charter School Retreat.

AGENDA ITEM X. OLD BUSINESS

There was no old business.

AGENDA ITEM XI. CONSENT AGENDA

A. Meeting Minutes of November 12, 2020

B. Meeting Minutes of October 27, 2020 Charter School Retreat

Chair Cline suggested the following amendments:

- Once Matt Southerton began his testimony, whenever Matt would represent a bill in the legislature, the bills were mistakenly transcribed as HD/SD rather than HB/SB. This needs to be corrected throughout Matt's testimony.
- Page 14, paragraph 2, there is a statement that "two charter schools aren't open yet, one being Capital City". That's not correct.
- Page 32, miss described the joint legislative committee on administrative rules, the transcript says "academic rules".
- Page 50 and also later, Katelyn's name is misspelled.
- Page 51, "Charter schools have different issues than a public school", that should be "than a traditional public school".
- Page 55, Chair Cline was relaying a story about a legislator he met and the legislator is referred to as "he" but it should just be "Legislator" or "the legislator".

MOTION: Ann Lane made the motion, seconded by Kate Cassady, to approve the consent agenda for December 10, 2020 as amended.

VOTE: The motion was approved by roll-call vote by State Board of Education Members Kate Cassady, Sally Griffin, Ann Lane, and Chair Cline. Phil Nazzaro, Cindy Chagnon, and Helen Honorow abstained.

AGENDA ITEM XII. NONPUBLIC SESSION

MOTION: Ann Lane made the motion, seconded by Cindy Chagnon, to move to nonpublic session under RSA 91-A:3, II(c).

VOTE: The motion was approved at 3:15 p.m. by roll-call vote by State Board of Education Members Sally Griffin, Ann Lane, Kate Cassady, Phil Nazzaro, Cindy Chagnon, Helen Honorow, and Chair Cline.

MOTION: Cindy Chagnon made the following motion, seconded by Kate Cassady, that the State Board of Education to leave nonpublic session and return to public session at 3:58 PM.

VOTE: The motion was approved by roll-call vote by State Board of Education Members Sally Griffin, Ann Lane, Kate Cassady, Phil Nazzaro, Cindy Chagnon, Helen Honorow, and Chair Cline.

MOTION: Cindy Chagnon made the following motion, seconded by Kate Cassady, to seal the minutes indefinitely of the nonpublic session.

VOTE: The motion was approved by roll-call vote by State Board of Education Members Sally Griffin, Ann Lane, Kate Cassady, Phil Nazzaro, Cindy Chagnon, Helen Honorow, and Chair Cline.

AGENDA ITEM XIII. ADJOURNMENT

MOTION: Cindy Chagnon made the motion, seconded by Ann Lane, to adjourn the meeting at 4:00 p.m.

VOTE: The motion was approved by roll-call vote by State Board of Education Members Kate Cassady, Phil Nazzaro, Ann Lane, Cindy Chagnon, Sally Griffin, Helen Honorow, and Chair Cline.

Secretary