

**Memorandum of Understanding
Hooksett School District and Goffstown School District**

This Memorandum of Understanding (“Agreement”) is effective as of _____ (the “Effective Date”) between the Hooksett School District (“Hooksett”) and the Goffstown School District (“Goffstown”) regarding the terms for certain grade 9-12 students who reside in Hooksett to attend Goffstown High School (the “School”).

WHEREAS, RSA 193:3, IV permits any person having custody of a child to apply to enroll that child in a non-resident school district and for the non-resident school district to charge tuition to the parent or to enter into an agreement for payment of tuition with the school district in which the child resides; and

WHEREAS, Hooksett wishes to enter into an agreement with Goffstown for payment of tuition for some of its students pursuant to RSA 193:3,IV, and in accordance with the terms of this Agreement; and

WHEREAS, Goffstown High School meets the requirements of the laws of the State of New Hampshire, and Goffstown desires to have certain Hooksett students attend the School under the terms of this Agreement and pursuant to the laws of the State of New Hampshire; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Student Enrollment. If a student wishes to attend the School, Goffstown agrees to enroll the student during any school years during the Term (as defined below), subject to the terms and conditions of this Agreement.
2. Term. The Agreement shall commence on the July 1, 2016 and continue for two years through June 30, 2018, thereafter (the “Term”), unless terminated sooner as provided below. The Parties may mutually agree to renew the Agreement for successive five-year terms.
3. Enrollment Process. Goffstown School District shall provide the Hooksett School District with the number of spaces available for Hooksett students by October 1 of the school year preceding the enrollment. Hooksett shall provide Goffstown with a list of the students seeking enrollment by November 1 of the year preceding the enrollment. Should the total number of students seeking enrollment exceed the total spaces available at the school, Hooksett shall be responsible for making any final determinations on which specific students shall be proposed for enrollment, except as otherwise set forth in paragraphs 4, 7, and 13 below. This process shall not be applicable to students identified as eligible for special education. The placement of special education students shall be subject to space availability and a predetermination by Goffstown that it possesses the facilities, programs, staffing and expertise (“resources”) to provide a Free Appropriate Public Education (“FAPE”) to the Student in question. If the preplacement review indicates that Goffstown can deliver FAPE, the Student’s Individualized Education Plan (“IEP”) team may consider whether or not Goffstown would be an appropriate placement for the student. In the event a student is placed at Goffstown, it shall

provided during the academic school year or the extended school year. The amount of Supplemental Tuition shall be based upon the cost, per unit, of any special education services provided to the Student, including but not limited to costs related to all related services, contracted service providers, costs related to the evaluation of a student and any costs incurred as a result of services imposed under the IDEA, state law, Section 504 of the federal Rehabilitation Act or any similar law. Hooksett shall promptly provide Goffstown with any information it requires to estimate service costs and Goffstown will provide Hooksett with an estimate of the unit costs for such services by November 1 and will adjust such estimates, if necessary, in May of the applicable school year. In addition to the Supplemental Tuition, Hooksett shall cover all costs for one-on-one nurses/aides/paraprofessional services, Student transportation, functional behavioral assessments, outside counseling, family counseling, behavioral consultants, medical services, educational assistants, outside contract service providers, assistive technology, supplementary aids, supplementary services, medical equipment, adaptive technology and all costs associated with any out-of-district placements. Not more than every two years, the Hooksett Superintendent may request that the Special Education Directors of each District meet and confer to determine the per unit costs for related services and to ensure such charges equitably compensate Goffstown for such services.

8. Legal Expenses. Hooksett shall be responsible for the costs of retaining its own legal representation in special education and 504 matters pertaining to Hooksett students which result in alternative dispute resolution or a due process hearing. Goffstown shall be responsible for defending itself against allegations by third parties, parents, guardians or students that it has engaged in any form of disability-based discrimination. In the event that Hooksett is the subject of a complaint to the Office for Civil Rights regarding conduct by Goffstown, Goffstown shall be responsible for the costs of responding to the complaint. In the event that Goffstown is the subject of a complaint to the Office for Civil Rights regarding conduct by Hooksett, Hooksett shall be responsible for the costs of responding to the complaint.

9. Tuition Payments. Hooksett agrees to pay any and all tuition in three annual payments: (1) the first payment shall be a minimum of 25% of the total annual tuition payment (i.e., Base Tuition plus any Supplemental Tuition) and shall be paid by October 15 of each year; (2) the second payment shall be for 50% of the total annual tuition payment and shall be paid by February 15 of each year, and (3) the third payment shall be for 25% of the total annual tuition payment and shall be paid by May 1 of each year. Hooksett shall pay any and all tuition due based on the enrollment of each Student in Goffstown for an entire school year. In the event a Student is not enrolled for an entire school year, the applicable Base Tuition and any Supplemental Tuition due to Goffstown will be a pro-rated amount that reflects the number of days the Student was actually enrolled in Goffstown. Notwithstanding the foregoing, the tuition due for any Student who is expelled will equal the Base Tuition and any Supplemental Tuition due for the entire semester in which the Student was most recently enrolled, regardless of the number of days he or she was actually in attendance. Furthermore, there will be no pro-ration of tuition in the event a Student is suspended.

10. Tuition Reconciliation. The purpose of tuition reconciliations shall be to adjust tuition amounts charged or owing due to changing enrollment throughout a school year. The total Student enrollment shall be calculated on October 1 of each school year, and any and all tuition,

Students. Notwithstanding, the Parties shall meet not less than 90 days prior to the expiration of this agreement to discuss the possible extension thereof.

16. Miscellaneous. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings, whether oral or written between the parties pertaining to the subject matter of the Agreement. This Agreement may only be amended by the mutual written agreement of the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

For the Goffstown School District, by


Board Chair

February 2, 2016
Date

For the Hooksett School District, by


Board Chair

2/16/16
Date

New Hampshire School Administrative Unit #15

90 Farmer Road

Hooksett, New Hampshire 03106-2125

Telephone (603) 622-3731 • Fax (603) 669-4352

Margaret W. Polak
Assistant Superintendent

Charles P. Littlefield, Ed.D.
Superintendent

Karen F. Lessard
Business Administrator

February 17, 2016

School Administrative Unit #19
Attn: Brian Balke, Superintendent
11 School Street
Goffstown, NH 03045-1908

Dear Superintendent Balke:

I am pleased to report that the Hooksett School Board has unanimously approved the Memorandum of Understanding between the two districts. An executed copy is attached for your records.

We look forward to speaking over the summer and offering Goffstown High School as an outstanding choice for next year's eighth graders.

Thank you for all you have done to make this agreement a reality.

Sincerely,


Charles P. Littlefield, Ed.D.
Superintendent of Schools

New Hampshire School Administrative Unit #15

90 Farmer Road

Hooksett, New Hampshire 03106-2125

Telephone (603) 622-3731 • Fax (603) 669-4352

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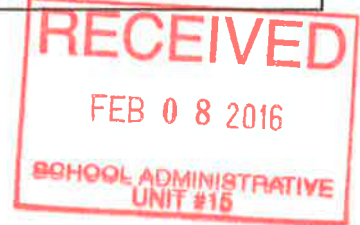
Sincerely,

Charles P. Littlefield, Ed.D.
Superintendent of Schools

SCHOOL ADMINISTRATIVE UNIT #19
11 School Street
Goffstown, NH 03045-1908

Telephone (603) 497-4818 * FAX (603) 497-8425

Serving the Towns of Goffstown and New Boston



February 2, 2016

Dr. Charles P. Littlefield, Superintendent
SAU#15 – 90 Farmer Road
Hooksett, NH 03060

Re: Hooksett/Goffstown Memorandum of Understanding

Dear Dr. Littlefield,

The Goffstown School Board approved the Hooksett/Goffstown Memorandum of Understanding (MOU) at their February 1, 2016 Board meeting. The Goffstown School District is excited about this partnership and is looking forward to welcoming Hooksett students to the Goffstown High School community.

Enclosed are (2) two copies of the MOU signed and dated by Dian McCarthy, Goffstown School Board Chair. Please present both documents to the Hooksett School Board Chair for signature, retain one fully executed copy for your files and return one fully executed copy to my attention.

Sincerely,

Brian Balke
Superintendent of Schools

A handwritten signature in blue ink, appearing to read "Brian Balke", written over the typed name and title.

Enclosures (2)

cc: Goffstown School Board