

AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2016, by and between the HOOKSETT SCHOOL DISTRICT, situated in the County of Merrimack, State of New Hampshire (hereinafter called "Hooksett"), and MANCHESTER SCHOOL DISTRICT of Manchester, County of Hillsborough, State of New Hampshire (hereinafter called "Manchester").

WHEREAS Hooksett does not maintain a high school within the Town of Hooksett, but is desirous of establishing the Manchester School District as one of its high schools maintained by the District pursuant to RSA 194:22, thus offering the District pupils who seek a high school education the opportunity to attend high school in Manchester;

WHEREAS Manchester acknowledges that Hooksett may establish more than one high school maintained by Hooksett pursuant to RSA 194:22, and that Hooksett may also contract with other public school districts and public academies to provide Hooksett pupils who seek a high school education the opportunity to attend high schools at such other schools;

WHEREAS Manchester and Hooksett have already entered into an "One Year Agreement Between the Hooksett School District and Manchester School District for the 2018-2019 School Year," to cover students entering Manchester in 2015-2016 who will be seniors in June 2019 (the end of the first school year after the expiration of parties' July 2013 agreement in June of 2018) and it is the intent of Hooksett and Manchester that this Agreement commence on July 1, 2019, following the expiration of the aforementioned One Year Agreement on June 30, 2019;

WHEREAS Manchester is willing to receive the pupils sent by Hooksett and afford them such courses of instruction at a tuition to be determined annually pursuant to the terms of this Agreement.

NOW THEREFORE in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1.

(A) Manchester agrees that it will provide an approved high school program to all Hooksett students sent to Manchester by Hooksett.

(B) Manchester shall provide Hooksett students with access to the same education and opportunities that it provides to Manchester students. Hooksett students shall be treated in the same fashion as Manchester students and shall be subject to the same disciplinary procedures and protections as Manchester students.

2. Manchester High Schools Approval and Accreditation - Manchester agrees that during the term of this Agreement, Manchester will provide a course of studies for grades 9-12 and such facilities and equipment so that at all times during the term of this Agreement, Manchester High Schools (1) qualify as approved high schools according to New Hampshire statutes (NH RSA 194:22 and 194:23) (for the purposes of this Agreement an “approved high school” is school approved for attendance under RSA 194:23-b which is either approved or conditionally approved under Ed 306.28 or is approved by the State Department of Education under an alternative method of compliance with Ed 306.29, or those statutes and rules future equivalent) and (2) are accredited by the New England Association of Secondary Schools and Colleges, Inc. by the Commission on Independent Schools.

3. Special Education

It is Manchester's intention to continue to provide schooling for educationally disabled, Section 504/IDEA students not requiring special schools or special facilities. In addition, Manchester will, at the request of Hooksett, offer facilities and programs then currently offered by Manchester to Hooksett students comparable to those offered by public high schools of like size in New Hampshire for educationally disabled, Section 504/IDEA children; and Hooksett will be charged the costs of such programs for each pupil from Hooksett enrolled in such programs. All of Manchester's costs for special education and related services for Hooksett students shall be borne solely by Hooksett, and those costs shall be developed in keeping with the parties' historic practices as reflected in the One-Year Agreement referenced above. Such special education costs shall be billed along with the costs of tuition paid by Hooksett as calculated pursuant to Paragraph 9, below. Hooksett shall also be responsible for all transportation arrangements and transportation costs related to special education students. In addition, 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 a due process hearing or any other legal proceeding. Manchester 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 of Civil Rights or the New Hampshire DOE regarding conduct by Manchester, Manchester shall be responsible for the costs of responding to the complaint. In the event that Manchester is the subject of a complaint to the Office of Civil Rights or the New Hampshire DOE regarding the conduct of Hooksett, Hooksett shall be responsible for the costs of responding to the complaint.

4. Enrollment

(A) Hooksett may send, and Manchester agrees to accept, up to all of the Hooksett resident pupils who are qualified to attend grades 9 through 12 to Manchester during the term of this contract. Manchester will not be obligated to accept any Foreign Exchange Students from Hooksett.

(B) Hooksett, in its sole discretion, may place or enroll as many students as it determines at public schools or public academies outside of Manchester.

(C) By November 1, Hooksett must notify Manchester in writing of the number and names of students in each grade level who plan to attend Manchester in the next school year, which school they will attend. Hooksett will forward to Manchester the estimated amount of Pinkerton Academy's per student tuition within five (5) days of receipt by Hooksett but no later than December 31st. Hooksett students residing east of the Merrimack River will generally attend Manchester Central. Hooksett students residing west of the Merrimack River will generally attend Manchester West.

(D) Manchester at its sole discretion may offer Hooksett students' attendance at Manchester Memorial; and in that event, Hooksett may at its sole discretion assign students to Manchester Memorial.

(E) Students from Hooksett who are enrolled in Manchester during the term of this Agreement will be allowed to graduate from Manchester after the end of the term of this Agreement; and the terms of this Agreement will survive for the duration of those students' enrollment.

5. Hooksett and Manchester Meetings - The parties agree that Manchester's Board of School Committee and the Hooksett School Board may, at the request of either party, meet up

to at least two (2) times each year at Manchester and at such other times as the parties shall agree, so that the Board of School Committee may have the benefit of the suggestions and recommendations of the Hooksett School Board on curriculum, financial matters and policies of Manchester schools. These meetings will be held, if possible, during the last full week of the fall and winter terms. Hooksett will be advised of any major changes in policies, curricula and other school programs and services in Manchester. Further, the Superintendent or designee of Manchester shall meet twice annually with the superintendent of schools or other administrators from Hooksett to advise on matters of policy, curricula, facilities, programs, and services. The principals of the middle school in Hooksett will meet with the designated administrator for Manchester two (2) times each year on matters of curricula, programs, and services.

6. Career Guidance Services - Career Guidance Services by Manchester shall be made available to all high school pupils of Hooksett attending Manchester as well as for grade placement and subject placement at Manchester schools.

7. Student Records. Hooksett will have reasonable access to educational records for pupils residing within Hooksett consistent with the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g. Without limiting the generality of the foregoing, Manchester shall, at the request of Hooksett, provide Hooksett with report cards, attendance records, SAT scores, other achievement test scores, advance placement and honors class enrollment, honors awarded, and college placement for Hooksett students. Manchester and Hooksett further agree to work cooperatively and communicate regarding class advancement as set forth below.

(A) Class Advancement Notification: Manchester shall provide student report cards to Hooksett following each semester. When the report cards are provided to Hooksett,

Manchester shall also provide a report to Hooksett which identifies any student who may not be on target to adequately complete any educational or credit requirements for advancement into the next grade level.

8. Discipline – Manchester will be legally responsible for student discipline, while students are under the jurisdiction of Manchester and any matters arising out of such discipline, including any alleged violations of students' rights, will be the sole responsibility of Manchester. All Hooksett students attending Manchester schools shall be subject to all applicable rules and regulations of Manchester during the term of this Agreement. Manchester and Hooksett agree to work cooperatively and communicate regarding disciplinary hearings and expulsions as set forth below.

(A) Expulsion: At such time that any Hooksett student and/or parent is provided with written notice of an upcoming disciplinary hearing before the Manchester Board of School Committee for gross misconduct or neglect or refusal to conform to the rules or regulations of the school for which expulsion may be the result, Manchester shall also send a copy of such letter to Hooksett's superintendent. Any such expulsion hearing shall be held pursuant to the rules and regulations set forth in the Manchester student policies.

9. Tuition and Payment Schedule

(A) Manchester shall charge tuition to Hooksett in an amount equal to the tuition Hooksett is charged for Hooksett students attending Pinkerton Academy provided that, in no event, shall the tuition be less than the tuition Pinkerton charged for Hooksett students' attendance during the 2015-2016 school year. If Hooksett does not plan to send students to Pinkerton in any school year, the parties agree to meet to select a new method for determining tuition for that year provided that if the parties cannot agree, then until an agreement for a new

tuition is reached, the tuition charge for Hooksett students will continue to be equal to the tuition Pinkerton charged Hooksett but not less than the tuition Pinkerton charged Hooksett during the 2015-2016 school year.

(B) Hooksett agrees to pay Manchester tuition based on the Pinkerton's estimated tuition charge (estimated in the fall for the following school year) in two (2) installments with half on November 1 and the remaining half on April 1 of each school year. Billing shall be on the basis of students enrolled in Manchester high schools as of October 1, provided billing shall be based on a daily rate for partial enrollment for students who enroll after October 1 or withdraw before May 1 of any school year. The daily rate will be calculated by dividing the annual Pinkerton tuition rate by the number of school days in Manchester. As an example, if the Pinkerton rate is \$12,000.00 for 180 days, and Manchester school days equal 172 for the same year, the daily rate for Manchester will be \$12,000.00 divided by 172 days for a daily rate of \$69.77 or \$12,000.00 for 172 days.

10. (A) Accounting Requirement – Within 10 days of Hooksett receiving written notice that Pinkerton has determined its final tuition for the preceding school year, it will notify Manchester of that final tuition rate, which shall be used to calculate the final tuition due pursuant to Paragraph 10(B), below.

(B) Tuition Adjustments - In the event that the final tuition rate paid by Hooksett to Pinkerton during the preceding school year is greater than the estimated tuition rate paid to Manchester that year, Hooksett shall pay Manchester an amount equal to the tuition difference for Hooksett students who were enrolled in Manchester the prior year on the following November 1 in addition to the payment of the estimated tuition due on that date. If the final rate is not available by the November 1 billing, then the adjustment will be

paid on April 1. In the event that the term of this contract is not extended, any amounts due from Hooksett by reason of the fact that the estimated tuition was underestimated, shall be paid to Manchester on or before December 30th following the termination of the contract.

11. Tuition Due Dates - The parties agree that tuition payments are due twenty (20) days from the date of the bill or the dates set forth in paragraph 10, whichever is later.

12. Term — The initial term of this agreement shall be for a period of ten (10) years commencing July 1, 2019 and expiring June 30, 2029, subject to the other provisions of this Agreement.

13. Contract Language Change – In July of 2024, either party may give notice, as provided above, of a desire to change some language in the contract. If such changes are agreed to by the parties, the contract will be so amended. Any and all such changes to the contract language shall be agreed upon and made on or before June 30 of that year. In the event that no agreement can be reached as to contract language changes, the contract will remain in force for the remainder of the term, unless otherwise amended, by mutual written agreement of the parties.

14. Authorization – Hooksett agrees that the Hooksett School Board is duly authorized to take any and all action and do any and all things necessary or convenient to carry out this contract, and any such action taken by the Hooksett School Board shall be binding upon Hooksett (except as otherwise provided herein).

15. Student Transportation – Hooksett will be responsible for providing and paying for any transportation for Hooksett students to and from Hooksett and Manchester.

16. **State Board of Education Approval** - The parties agree that this contract shall be binding after approval of the contract by the Hooksett School District voters and after the execution of the contract by Manchester, and after approval by the State Board of Education.

17. **Amendment** – Any amendment to this Agreement shall be in writing and approved by the Hooksett School Board, the Board of School Committee of Manchester, and the State Board of Education.

18. **Contract Dispute** – In case of disagreement as to the interpretation or application of this Agreement, Manchester School District and the Hooksett School District agree that the controversy may be submitted by either party in writing to the State Board of Education, which, after notice to and hearing both parties, shall make a decision which is final and binding, consistent with the provisions of this Agreement, subject to appeal to the New Hampshire Supreme Court.


IN WITNESS WHEREOF, Manchester and Hooksett have caused this Agreement to be executed by their duly authorized officers, on the day and year first above written.

Date

MANCHESTER SCHOOL DISTRICT


By Its Duly Authorized Board Chair

Date

HOOKSETT SCHOOL DISTRICT


By Its Duly Authorized Board Chair

Approved by the State Board of Education
Commissioner of Education

On: _____
Date