

Amendment
Memorandum of Understanding
Hooksett School District and Pembroke School District

The Memorandum of Understanding ("Agreement") between the Hooksett School District ("Hooksett") and the Pembroke School District ("Pembroke") regarding the terms for certain grade 9-12 students who reside in Hooksett to attend Pembroke Academy (the "Academy") relative to Paragraph 3 is, by mutual agreement, amended as follows:

3. Enrollment Process. The Pembroke 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 Pembroke 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 Academy, Hooksett shall be responsible for making any final determinations on which specific students shall be proposed for enrollment. 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 Pembroke 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 predetermination indicates that Pembroke can deliver FAPE, the Student's Individualized Education Plan ("IEP") team shall convene and make the final decision of whether or not Pembroke would be an appropriate placement for the Student. After the decision is made that Pembroke is an appropriate placement, Pembroke shall thereafter be responsible for providing case management and for all IEP and Section 504 Team processes. A Hooksett representative shall be invited to all Team meetings and shall be the designated Local Education Agency ("LEA") representative for Hooksett. When the decision has been made that a Student's needs cannot be met by Pembroke, it shall be Hooksett's responsibility to determine the Student's appropriate placement.

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

For the Pembroke School District, by



Board Chair

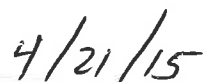


Date

For the Hooksett School District, by



Board Chair



Date