



Hooksett School District

HOOKBETT SCHOOL BOARD
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December 14, 2012

The Honorable Ted Gatsas, Mayor
One City Hall Plaza
Manchester, NH 03101

Ted Gatsas, Chairman
Board of School Committee
SAU 37
195 McGregor Street, Suite 201
Manchester, NH 03102

Re: Default of High School Maintenance Agreement

Dear Mayor Gatsas and Board of School Committee:

The Hooksett School Board regrets to inform you that due to the Manchester School District's material breach and default of the High School Maintenance Agreement dated July 1, 2003, that the Hooksett School Board voted unanimously at its December 4, 2012 meeting, under the provisions of Article 4C of the Agreement, to terminate the Agreement with Manchester effective June 30, 2014. Pursuant to the terms of the Agreement which survive termination, the Hooksett School Board intends to allow students who are enrolled in the Manchester schools on the date of termination to continue to attend Manchester schools until they graduate. However, effective 180 days after receipt of this letter or on June 20, 2013, whichever is earlier, Hooksett will no longer be responsible for paying capital costs to the Manchester School District.

In previous correspondence dated September 6, 2012, the Hooksett School Board notified Manchester of the possibility that it would be taking this action based on the failure of Manchester to abide by the terms of the High School Maintenance Agreement. Regrettably the Hooksett Board has now been forced to take this action because it finds that Manchester has failed to live up to its obligations under the Agreement. Specifically, Manchester has:

(a) Defaulted on its warranty that it will provide a course of study and all the necessary facilities, equipment, supplies, textbooks, teachers, and administration so that Manchester high schools are at all times qualified as approved high schools in accordance with the New Hampshire statutes;

(b) Failed to provide adequate staffing to permit scheduling of classes needed by Hooksett students to graduate and advance from grade to grade;

(c) Failed to consistently deliver the academic program at the high schools required by paragraph 6 of the parties' Agreement;

(d) Failed to maintain class sizes at the high schools within the maximum class size standards established by New Hampshire Education Rules;

(e) Failed to maintain an academic and program advisory board at Manchester high schools on which representatives of the Hooksett School District could have voting membership and input in accordance with paragraph 6 and Schedule D of the parties' Agreement;

(f) Failed to propose and actively support the adoption of an amendment to the City Charter permitting the sending school districts to have voting membership on committees of Manchester School Board in accordance with paragraph 6, 7 and 10 of the parties' Agreement;

(g) Failed to assure an adequate supply of textbooks, supplies and equipment to accommodate Hooksett students on a consistent basis;

(h) Failed to provide the Hooksett School District's Superintendent with copies of all reports, studies and audits relating to Manchester high schools in accordance with paragraph 15 of the parties' Agreement;

(i) Failed to keep the New England Association of Secondary Schools and colleges informed of the high schools' deficiencies noted above thereby rendering the schools' accreditation meaningless; and

(j) Generally failed to provide the Hooksett School Board and Superintendent with a credible plan or assurances that Manchester can or will solve the chronic condition of overcrowded classrooms which result in Manchester's inability to provide the academic program in the manner required by the parties' Agreement and failed to provide necessary staffing in critical subject areas to assure Hooksett students with access to that academic program.

Honorable Ted Gatsas, Mayor and Chairman
December 14, 2012
Page 3 of 3

For the foregoing reasons, the Hooksett School District declares Manchester to be in material breach and default under the terms of the parties' Agreement. The Hooksett School District will exercise all the rights and remedies available to it pursuant to the Agreement. Hooksett will terminate the High School Maintenance Agreement effective June 30, 2014. Also effective 180 days after receipt of this letter, or on June 20, 2013, whichever is first, Hooksett will no longer be responsible for paying capital costs to Manchester.

Sincerely,



Charles P. Littlefield, Ed.D.
Superintendent of Schools *for the*
Hooksett School Board

Cc: Virginia M. Barry, Ph.D., Commissioner
Dana Argo, Chairman of the Hooksett School Board
Thomas J. Brennan, Jr., Ed.D., Superintendent