



## Hooksett School District

**HOOKSETT SCHOOL BOARD**  
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September 6, 2012

The Honorable Ted Gatsas, Mayor/Board of Alderman  
1 City Hall Plaza  
Manchester, New Hampshire 03101

The Honorable Ted Gatsas, Chairman of the Board of School Committee  
SAU #37  
286 Commercial Street  
Manchester, New Hampshire 03101

Re: 2003 High School Maintenance Agreement/Manchester and Hooksett

Dear Mayor Gatsas, Board of Alderman, and Board of School Committee:

Regrettably, the Hooksett School Board has been forced, once again, to formally notify the Manchester School Board and Board of Mayor and Alderman that based on parents reports to the Hooksett School Board it appears Manchester is not meeting its obligations to educate Hooksett High School students in accordance with the terms of our High School Maintenance Agreement dated July, 2003. Under the terms of the Agreement, Manchester's failure would be a material breach that may relieve Hooksett of its obligation to continue to pay capital costs under the Agreement and could result in the early termination of the Agreement.

In the High School Maintenance Agreement, Manchester warrants that it will provide a course of study “and the necessary facilities, equipment, supplies, text books, teachers, and administration. . .” so that Manchester High Schools are qualified as approved high schools “in accordance with New Hampshire statutes and state standards.” Parents have reported that Manchester has breached this warranty and Hooksett students are suffering as a result.

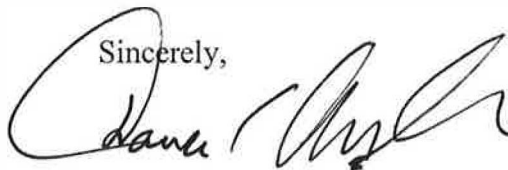
Parents have informed the Hooksett School Board that class sizes are typically in the mid to high 30s, and that some classes have as many as 44 students enrolled. This is in clear violation of Ed 306.17(1)(c). What is more, it has been reported that some students do not have desks or a seat in these over crowded classrooms and some students do not have text books for the classes in which they are enrolled. Manchester is not providing the necessary facilities, equipment, supplies, text books or teachers that are required under the terms of our Agreement. Furthermore, it has been reported that lunch schedules for students start as early as 9:30 a.m. and go as late as 2:30 p.m. Level 4 students are enrolled in blended classes with Level 2 and 3 students because of lack of space in Level 4 classes. This is unacceptable.

The failure of Manchester to comply with state standards is a violation of Manchester’s warranties and the High School Maintenance Agreement and cannot continue. Further, as required by the contract, Manchester must maintain accreditation by the New England Association of Secondary Schools and Colleges, Inc. and the Commission on Public Secondary Schools. The current overcrowded conditions in classrooms would necessitate self-reporting on the part of the Manchester School District to the Commission on Public Secondary Schools and

will certainly result in the loss of accreditation for Manchester schools. It is clear that Manchester cannot guarantee compliance with state standards and that, in fact, Manchester will not be in compliance with state standards as a result of serious budget cuts that the City schools have faced.

The Hooksett School Board has expressed reservations and concerns to the School Board and Alderman in the past. In September 2009, similar issues resulted in a letter to Manchester to advise Manchester of Hooksett's concerns. In spite of those concerns, and in spite of the significant resources contributed to the City by the tuition paid by Hooksett, Manchester has failed to live up to its obligations under the terms of its Agreement. As a result, be advised that the Hooksett School District is exploring all legal options and remedies under the terms of the High School Maintenance Agreement to deal with this breach, including without limitation, withholding capital costs under the Agreement and the possible early termination of the Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Dana Argo", written over a large, stylized circular flourish.

Dana Argo, Chair  
Hooksett School Board

CC: Dr. Thomas Brennan, Superintendent SAU #37  
CC: Virginia Barry, Commissioner of Education