

**ENROLLMENT AGREEMENT BETWEEN
THE HOOKSETT SCHOOL DISTRICT AND PINKERTON ACADEMY**

The Hooksett School District (the “District” or “Hooksett”) and Pinkerton Academy (the “Academy”) hereby enter into this Enrollment Agreement (“Agreement”) regarding the terms for certain grade 9-12 students who reside in Hooksett to attend the Academy.

Whereas, the Parties agree that this Agreement is to be implemented **only** in the event that the Hooksett voters reject the proposed long term sending district tuition Agreement between the District and the Academy;

Whereas, the Parties agree that the purpose of this Agreement is to memorialize the Academy’s commitment to accept Hooksett students assigned by the District to attend the Academy, and allow those accepted high school students to complete their high school education at Pinkerton, even if the voters do not approve a long term sending district agreement with the Academy; and

Whereas, it is understood that communication and flexibility to meet the respective needs and obligations set forth under this Agreement are crucial to the cooperative endeavor being entered between the Parties.

1. **Term:** The term of this Agreement shall be for a period of one (1) year commencing on July 1, 2014 and expiring on June 30, 2015. The parties may mutually agree to extend this Agreement for such successive years as the parties may agree. It is understood, however, that in the event no long term tuition agreement is subsequently reached between the District and the Academy, for those students who are enrolled at the Academy in the 2014-15 school year and continue through the remainder of their high school education as set forth in Paragraph 2(b) below, the parties will abide by the terms of this Agreement (except for Paragraph 2(a), and the District shall be considered a sending district to the Academy and the Parties shall be contractually bound under this Agreement until such time as all such students complete their education at the Academy.

2. **Student Enrollment:**

(a) **2014-15 School Year:** For the 2014-15 school year, the Academy agrees to accept a minimum of 75 and up to all of the students who are qualified to attend grade 9, and any additional district students in grade 10, 11 or 12 who express a preference to attend said Academy, except for educationally disabled and exceptional students requiring special schools or special facilities not offered by the Academy, or students who desire special vocational training not offered at said Academy.

(b) **Post June 30, 2015:** In the event that the District and the Academy do not enter into a long term sending district tuition agreement for school years beyond 2014-15, any Hooksett student who was enrolled at the Academy for the 2014-15 school year (in all grade levels) shall be allowed to complete his or her high school education at the Academy, and shall be assigned by the District to remain at the Academy (as opposed to another high school) subject to the parent/guardian or adult student’s right to seek a change of school or assignment pursuant to RSA 193:3 (which allows for changes based on the best interests of the child, and because of a

manifest educational hardship to the child), the student's compliance with the rules and policies of the Academy, the student's continued residence in the District, the student's continued attendance at a high school, and the District's obligation to pay tuition for any such student pursuant to the terms of this Agreement. In addition, in such event that no long term sending district tuition agreement is entered into between the District and the Academy for school years beyond 2014-15, the Academy shall not be required to accept any incoming freshmen for attendance in any such subsequent school year except in the sole discretion of the Academy, or mutually agreed upon extension or amendment to this Enrollment Agreement.

3. **Enrollment Process:**

(a) The District must notify the Academy in writing of the number and names of students in each grade level who plan to attend the Academy for the 2014-15 school year as soon as reasonably practicable after approval of the proposed long-term sending district tuition agreement by the Hooksett School Board but no later than February 1, 2014..

(b) For any school year after 2014-15, the District must notify the Academy in writing of the number and names of all students who plan to attend the Academy on or before October 1 of the year preceding the student's attendance.

(c) **Special Education:** It is the Academy's intention to provide schooling for educationally disabled and exceptional students not requiring special schools or special facilities. In addition, the Academy will, at the request of the District, offer facilities and programs comparable to those offered by public high schools of like size in New Hampshire for educationally disabled and exceptional children, and the District will be charged the costs of such programs for each pupil from the District enrolled in the programs. When the decision has been made that a student's special education needs cannot be met by the Academy, now or in the future, it shall be the District's responsibility to determine the student's appropriate placement. All costs of special education and related services shall be borne solely by the District, and shall be added to the costs of tuition paid by the District. All transportation of special education students shall be the responsibility of the District, and all costs of such transportation shall be paid directly by the District.

4. **Equal Access:** The Academy agrees that during the Term of this Agreement and for so long as any Hooksett student is enrolled in the Academy, it will provide access to all educational, co-curricular, extra-curricular, scholarship and athletic opportunities and programs on the same basis as such opportunities and programs are provided to other Academy students.

5. **Approved High School:** The Academy agrees that during the term of this contract, it 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, the Academy (1) is approved and at all times meets criteria for qualification as an approved high school according to New Hampshire statutes (NH R.S.A. 194:22 and RSA 194:23) and (2) is accredited by the New England Association of Secondary Schools and Colleges, Inc. by the Commission on Independent Schools.

6. **Student Records** - The District will have reasonable access to educational records for pupils residing within the District, consistent with the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g. Without limiting the generality of the foregoing, the Board of Trustees of

the Academy shall, at the request of the District, provide the District with report cards, attendance records, SAT scores, other achievement test scores, advance placement and honors class enrollment, honors awarded, and college placement for District students. The Academy and the District further agree to work cooperatively and communicate regarding class advancement as set forth below.

(A) Class Advancement Notification: The Academy shall provide student report cards to the District following each semester. When the report cards are provided to the District, the Academy shall also provide a report to the District 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.

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

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

8. Tuition and Payment Schedule - The Academy will charge District students the same tuition that it charges other sending district students. The Academy will make a "good faith" effort annually to supply the School Board of the District and the State Board of Education a written estimate of the tuition charges for each pupil to be made by the Academy for the succeeding school year. Said estimate will be incorporated into the District's annual budget. Further said, the estimate shall be based upon the total costs estimated pursuant to the following paragraph 9, divided by the estimated number of students attending the Academy. The District agrees to pay to the Academy such estimated tuition during the school year in the following installments:

October 15	50% of the estimated tuition
February 15	25% of the estimated tuition
April 15	25% of the estimated tuition

The payments on October 15, February 15, and April 15 will be based on the total number of students from the District enrolled at the Academy on the third Friday in September, January, and March, respectively, and will be adjusted to reflect the daily pro rata tuition charge for students who enroll or withdraw between:

- (1) The first day of school and the third Friday in September;
- (2) The Monday following the third Friday in September and the third Friday in January;

- (3) The Monday following the third Friday in January and the third Friday in March, respectively;

An additional adjustment of the estimated tuition will be made to reflect the daily pro rata tuition charge for students who enroll or withdraw between the Monday following the third Friday in March and the 180th school day. The District will be notified of the adjustment on or before June 30 and settlement will be made on or before July 15. The daily pro rata tuition is equal to 1/180th of the estimated tuition or one part of the total number of school days required in a given school year by the State Board of Education as outlined in the State Standards for High Schools.

9. **(A) Accounting Requirement** - On or before September 30th of each year, the Treasurer of the Academy shall deliver to the School Board of the District and to the State Board of Education an itemized accounting for the prior school year. This will detail actual operating expenditures and amortization of all bonded capital expenditures and shall include principal and interest payments made by the Academy.

(B) Tuition Calculation - The Treasurer of the Academy shall also determine the actual tuition charge for the school year ended the prior June 30th, which shall be computed by dividing the actual average number of students enrolled in the Academy during the school year into the expenses computed in accordance with paragraph 11(A).

(C) Student Computation - The actual average number of students shall be computed by adding the actual number of students from the District enrolled in the Academy on the Friday of each week, beginning with the third Friday in September and ending with the second Friday in June, and dividing the sum thereof by the number of weeks during that period.

(D) Daily Tuition Rate Calculation - The District will pay the Academy the tuition computed in accordance with (A) and (B) for each student enrolled for the entire school year and the daily pro rata amount of the tuition for any student enrolled for less than the entire school year.

(E) Tuition Adjustments - In the event that the amount paid by the District during the preceding school years is less than the actual tuition due the Academy computed in accordance with this paragraph, the District shall pay such amount to the Academy on the following October 15, in addition to the payment of the estimated tuition due on that date. In the event that the tuition paid by the District during the preceding school year exceeds the actual tuition due the Academy, the Academy shall credit such sum on the payment of the estimated tuition due on the following October 15th.

(F) Tuition Refund - In the event that the term of this contract is not extended, any amounts due either party by reason of the fact that the estimated tuition was overestimated or underestimated, shall be paid to the other party on or before September 15th next following the termination of the contract.

10. **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. The District agrees that if a payment is not made on or before the date called for above, the District

shall pay to the Academy, in addition to such payment, interest at the New York prime rate as reported in the Eastern section of the Wall Street Journal, on the date the payment was due. Such interest shall accrue daily as of the date payment is due to the Academy.

11. **Special Education Costs:** All costs of special education, and related services shall be borne solely by the District, and shall be added to the costs of tuition paid by the District. The District shall also be responsible for all transportation arrangements and transportation costs related to special education students. In addition, the District shall be responsible for the costs of retaining its own legal representation in special education and 504 matters pertaining to District students which result in a due process hearing or any other legal proceeding. The Academy 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 the District is the subject of a complaint to the Office of Civil Rights regarding conduct by the Academy, the Academy shall be responsible for the costs of the responding to the complaint. In the event that the Academy is the subject of a complaint to the Office of Civil Rights regarding the conduct of the District, the District shall be responsible for the costs of responding to the complaint.

12. **Student Transportation** - The District will be responsible for transporting students to and from the District and the Academy.

13. **Authorization** - The District agrees that the School Board of the District 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 School Board shall be binding upon the District.

14. **State Board of Education Approval** - The parties agree that this contract shall be binding after approval of the contract by the District School Board, the execution of the contract by the Trustees of the Academy, and approval by the State Board of Education pursuant to NH RSA 194:23(II). It is specifically agreed, however, that this approval required under RSA 194:23(II) (for contracts between a school district and a public academy) does not create Pinkerton as the high school maintained by the District under RSA 194:22, but rather, Pinkerton shall be one of the satellite schools of the District.

15. **Amendment** - Any amendment to this Agreement shall be in writing and approved by the School Board of the District, the Board of Trustees of the Academy, and the State Board of Education.

16. **Contract Dispute** - In case of disagreement as to the interpretation or application of this Agreement, Pinkerton Academy 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.

Signature Page Follows

IN WITNESS WHEREOF, the Academy and the School Board of the Hooksett School District have caused this Enrollment Agreement to be executed by their duly authorized officers on the dates shown below.

PINKERTON ACADEMY

Date _____

By Its Duly Authorized Board Chair

HOOKSETT SCHOOL DISTRICT

Date _____

By Its Duly Authorized Board Chair

And, pursuant to NH RSA 194:23 (II), the above Enrollment Agreement is approved by the State Board of Education.

So Approved
STATE BOARD OF EDUCATION

Date _____

By the Commissioner of Education