

**Memorandum of Understanding  
Hooksett School District and Pembroke School District**

This Memorandum of Understanding (“Agreement”) is effective as of \_\_\_\_\_ (the “Effective Date”) 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”).

**WHEREAS**, RSA 193:3, IV permits any person having custody of a child to apply to enroll that child in a non-resident school district and for the non-resident school district to charge tuition to the parent or to enter into an agreement for payment of tuition with the school district in which the child resides; and

**WHEREAS**, Hooksett wishes to enter into an agreement with Pembroke for payment of tuition for some of its students pursuant to RSA 193:3,IV, and in accordance with the terms of this Agreement; and

**WHEREAS**, Pembroke Academy meets the requirements of the laws of the State of New Hampshire, and Pembroke desires to have certain Hooksett students attend the Academy under the terms of this Agreement and pursuant to the laws of the State of New Hampshire; and

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Student Enrollment. If a student wishes to attend the Academy, Pembroke agrees to enroll the student during any school years during the Term (as defined below), subject to the terms and conditions of this Agreement and provided that the total number of Hooksett students enrolled at any time during any school year shall not exceed twenty (20) students per grade level.
2. Term. The Agreement shall commence on July 1, 2018 and continue for five years through June 30, 2023, thereafter (the “Term”), unless terminated sooner as provided below. The Parties may mutually agree to renew the Agreement for successive five-year terms.
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.

4. Reservation of Rights. Pembroke reserves the right and sole discretion to give enrollment priority to its own residents and to determine the number of spaces available to Hooksett based upon space needs, enrollment projections, program availability, staffing, budgetary limitations, and the collective resources of the district. Further, Pembroke reserves the limited right to deny enrollment of any student who is subject to a current suspension-expulsion or who has a significant history of drug use, material misconduct and/or violence. To assist Pembroke in confirming enrollment, at the time Hooksett provides Pembroke a list of students seeking enrollment as set forth in paragraph 3, above, the Hooksett superintendent shall certify, in writing, that the student(s) is not subject to a current suspension-expulsion, has no significant history of drug use, material misconduct and/or violence and otherwise meets Pembroke’s enrollment requirements. Notwithstanding, Pembroke reasonably anticipates, without guarantee, that for the initial term of this agreement it will be able to provide Hooksett with approximately twenty (20) spaces for incoming freshmen each year. The Parties recognize that either district may enter into other agreements with other school districts regarding the enrollment of high school students and that residents of Hooksett may enroll elsewhere (other than Pembroke) in accordance with the laws of the State of New Hampshire.

5. Equal Access. Pembroke agrees that during the Term (as defined below) it will provide each Student who enrolls in Pembroke Academy with equal access to all educational, co-curricular, extra-curricular, scholarship and athletic opportunities and programs. Pembroke represents that the Academy qualifies, and will continue to do so during the Term, as an approved school under the laws of the State of New Hampshire for purposes of enrollment and attendance.

6. Tuition. Each year of this Agreement Pembroke shall charge Hooksett a per pupil base tuition rate (the “Base Tuition”). The Parties agree that the Base Tuition is intended to cover only the costs of providing regular education to each Student enrolled at the Academy, which costs do not include (a) the transportation of any Student for any reason or (b) any extraordinary educational costs such as special education services. The Base Tuition shall be recalculated and adjusted each year based upon the changes in Pembroke’s operating budget in the then current fiscal year. By November 1st of each year, Pembroke shall supply Hooksett with a written estimate of Base Tuition for the ensuing school year. To the extent the tuition rate charged by Pembroke exceeds the tuition contribution set by the Hooksett School Board, Pembroke agrees to bill and collect such sums from the parent/guardian of the student. The Parties agree that execution of an agreed-to tuition payment contract by the parent/guardian shall be a condition precedent to enrollment.

7. Supplemental Tuition. In addition to the Base Tuition, Hooksett agrees to pay supplemental special education tuition (the “Supplemental Tuition”) for each student identified as needing special education services, whether such services are provided during the academic school year or the extended school year. The amount of Supplemental Tuition shall be based upon the cost, per unit, of any special education services provided to the Student, including but not limited to costs related to the evaluation of a student and any costs incurred as a result of services imposed under Section 504 of the federal Rehabilitation Act or any similar law. Pembroke will provide Hooksett with an estimate of the unit costs for such services in November and will adjust such estimates, if necessary, in May of the applicable school year. In addition to the Supplemental Tuition, Hooksett shall cover all costs for one- on-one nurses/aides/ paraprofessional services, adaptive technology and all costs associated with any out-of-district placements. Not more than every two years, the Hooksett Superintendent may request that the Special Education Directors of each District meet and confer to determine the per unit costs for related services and to ensure such charges equitably compensate Pembroke for such services.

8. Legal Expenses. 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. Pembroke 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 for Civil Rights regarding conduct by Pembroke, Pembroke shall be responsible for the costs of responding to the complaint. In the event that Pembroke is the subject of a complaint to the Office for Civil Rights regarding conduct by Hooksett, Hooksett shall be responsible for the costs of responding to the complaint.

9. Tuition Payments. Hooksett agrees to pay any and all tuition in three annual payments: (1) the first payment shall be a minimum of 25% of the total annual tuition payment (i.e., Base Tuition plus any Supplemental Tuition) and shall be paid by October 15 of each year; (2) the second payment shall be for 50% of the total annual tuition payment and shall be paid by February 15 of each year, and (3) the third payment shall be for 25% of the total annual tuition payment and shall be paid by May 1 of each year. Hooksett shall pay any and all tuition due based on the enrollment of each Student in Pembroke for an entire school year. In the event a Student is not enrolled for an entire school year, the applicable Base Tuition and any Supplemental Tuition due to Pembroke will be a pro-rated amount that reflects the number of days the Student was actually enrolled in Pembroke. Notwithstanding the foregoing, the tuition due for any Student who is expelled will equal the Base Tuition and any Supplemental Tuition due for the entire semester in which the Student was most recently enrolled, regardless of the number of days he or she was actually in attendance. Furthermore, there will be no pro-ration of tuition in the event a Student is suspended.

10. Tuition Reconciliation. The purpose of tuition reconciliations shall be to adjust tuition amounts charged or owing due to changing enrollment throughout a school year. The total Student enrollment shall be calculated on October 1 of each school year, and any and all tuition, including the Base Tuition and Supplemental Tuition, shall be assessed as of that date. Reconciliation shall occur twice during the school year: (1) by February 1 and (2) by May 31.

Any paid tuition that must be pro-rated as set forth above shall be refunded or credited to Hooksett by these dates, whichever is applicable.

11. Governmental Aid. Any governmental aid will be credited to the Student's district of residence (i.e., Hooksett). Pembroke shall supply Hooksett with any service logs or other documentation required for application for Medicaid reimbursement.

12. Financial Records. Hooksett or its representative shall be provided with access to the accounting of records, data, and reports relied upon to calculate or finalize costs billed to Hooksett under this Agreement. The Pembroke School Board shall report the Academy's expenditures on the New Hampshire State Department of Education DOE-25 separately from its other schools, defining the Academy's costs.

13. Rules; Discipline; Records. The Parties agree that all Students will be subject to all applicable rules and regulations of Pembroke during the term of this Agreement, which Pembroke may enforce regardless of residency. Pembroke reserves the right to take disciplinary action, up to and including expulsion of a Student from the Academy in accordance with its rules and regulations and the laws of the State of New Hampshire. However, the Hooksett Superintendent shall be copied on any written notice of disciplinary action or hearing of a Hooksett Student.

Hooksett agrees to provide Pembroke with full access to any and all records regarding a Student's education prior to enrollment in Pembroke. This includes, but is not limited to, academic records, health records, and discipline records. A Student must meet Pembroke's enrollment requirements (health examinations, immunizations, etc.) prior to attending the Academy.

14. Dispute Resolution. Should either party have a complaint as to the operation or interpretation of this Agreement, that complaint shall be stated in writing to the Superintendent of Schools for the other party and each Superintendent shall work together to resolve the issue. If the Superintendents cannot resolve the dispute, it shall be presented to the School Boards which shall jointly seek to resolve the issue. Should resolution prove impossible at the board level, the issue shall be referred to a private mediator jointly selected by the superintendents and paid for jointly by the districts. Should resolution prove impossible by the mediator, the issue shall be referred to the State Board of Education for a decision in accordance with administrative rules Ed 200, which decision may be appealed to a court of competent jurisdiction.

15. Termination. This Agreement terminates at the end of the Term or by mutual agreement. Upon termination of the Agreement, in any event, Pembroke agrees to allow any Student who is enrolled on the date of termination to continue attending the Academy until graduating from the Academy, subject to applicable graduation requirements and the laws of the State of New Hampshire, provided that Hooksett timely pays any tuition due under the terms of this Agreement, which terms the Parties agree shall survive termination with respect to such Students. Notwithstanding, the Parties shall meet not less than 90 days prior to the expiration of this agreement to discuss the possible extension thereof.

16. Miscellaneous. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings, whether oral or written between the parties pertaining to the subject matter of the Agreement. This agreement may only be amended by the mutual written agreement of the Parties.

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

For the Pembroke School District, by

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Board Chair

\_\_\_\_\_

Date

For the Hooksett School District, by

\_\_\_\_\_

Board Chair

\_\_\_\_\_

Date