

HIGH SCHOOL MAINTENANCE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2003, by and between the Manchester School District, Bridge Street, Manchester, New Hampshire (hereafter "Manchester"); Auburn School District, Auburn, New Hampshire, Candia School District, Candia, New Hampshire; Hooksett School District, Hooksett, New Hampshire and Bedford School District, Bedford, New Hampshire (collectively "the Sending Districts" or individually "a Sending District").

WHEREAS, Manchester maintains high schools for the education of its students, which schools are approved by the New Hampshire Department of Education and is willing to receive students from the other parties in those high schools and new facilities to be built to accommodate those students and Manchester students; and

WHEREAS, the other parties to this agreement do not maintain high schools and wish to enter into an agreement for the construction and maintenance of facilities and provision of diverse and comprehensive high school educational programs to their students in the Manchester high schools; and

WHEREAS, the parties have agreed upon programs of study and mechanisms for the districts to have input into the programs and activities of the high schools; and

WHEREAS, the parties have agreed upon the duration of this agreement and the scope of facilities and sharing of cost of those facilities;

NOW THEREFORE, on the terms and conditions set forth herein, the parties agree as follows:

1. **Agreement to Receive Students.** The Manchester School District agrees to accept all high school students sent by the other school districts which are parties to this agreement, subject to the rules and regulations pertaining to all its high school students, during the term of this agreement and upon the condition that the other parties pay the tuition and other costs agreed to for such students as set forth in this agreement.

2. **Accreditation/Standards.** Manchester represents and warrants that it will, during the term of this agreement provide a course of studies for grades 9-12 and the necessary facilities, equipment, supplies, textbooks, teachers and administration so that all Manchester high schools qualify as comprehensive high schools in accordance with New Hampshire statutes and state standards and are accredited by the New England Association of Secondary Schools and Colleges, Inc., by the Commission on Public Secondary Schools.

Manchester further warrants that it will a) administer its schools to promote a safe environment for learning; b) enforce reasonable policies to control access to its schools; and c) maintain its high school facilities in a clean and sanitary condition during the term of this agreement, all in accordance with prevailing practices for large high schools in New Hampshire. All schools accepting students pursuant to this agreement will be open to random inspections on 24 hours prior written notice by designees from the sending districts who may monitor and report

on safety, access and maintenance issues to the Manchester School District and the Sending Districts.

3. **Duration.** This agreement shall commence with the school year beginning in September 2003 and terminate with the school year ending June 30, 2023, except that if no notice has been given as provided in paragraph 4(b) below, this agreement shall then continue for additional one year terms.

4. **Termination/Default.**

(a) If the Manchester School District wishes to terminate this agreement without cause prior to the termination date set forth in paragraph 3 above, it shall give the other parties five years' notice of its intent to withdraw by providing written notice of its intent on or before the first day of June in the year which is five years prior to the end of the final school year in which it wishes to participate. The Manchester School District as the terminating party, shall be required to assume all future capital costs set forth in paragraph 5(b) after providing said notice. In the event of early termination under this paragraph, the sending school students in attendance in Manchester during the final year of the agreement may continue to attend Manchester schools until they graduate provided the sending district continues to pay the base tuition cost established in paragraph 5(a).

(b) If a sending district wishes to terminate this agreement without cause prior to the termination date set forth in paragraph 3 above, it shall provide two years' notice of its intent to withdraw by the first day of June in the year which is two years prior to the end of the fifth year (2008), tenth year (2013) or fifteenth year (2018).. Capital costs to be paid by the district wishing to terminate hereunder shall continue to be paid as follows:

(i) If notice is given two years prior to the end of the first five year period of this agreement, the sending district shall owe all of its capital costs through the end of the second five year period.

(ii) If notice is given two years prior to the end of the second, or third five year period, all of its capital costs shall be paid through the end of the final year in which there are students of the sending district attending high school in Manchester.

In the event of early termination under this paragraph, the sending school students in attendance in Manchester during the final year of the agreement may continue to attend Manchester schools until they graduate provided the sending district continues to pay the base tuition cost established in paragraphs 5(a) and the annual share of capital costs established in paragraph 5(b).

(c) In the event of material breach or default of this agreement by Manchester, material breach or default being defined as the failure to follow practices required

in paragraph 2, the failure to implement the academic program in paragraph 6, the failure to complete facilities in accordance with paragraph 7, the failure of Manchester School District to develop and implement a corrective action plan to promptly and adequately address the steps necessary to maintain full accreditation from the New England Association of Secondary Schools and Colleges, Inc., the failure to provide representation as provided in paragraphs 6, 7 and 10, or the failure to assign students as required in paragraph 9, which breach is not remedied by Manchester within one hundred eighty (180) calendar days after written notice of such material breach or default, any sending district which declares a breach has occurred may terminate this agreement on a date set in the written notice of breach. If any other party disputes the existence of the asserted material breach or default, the dispute shall be submitted to resolution under the terms of paragraph 14. If the existence of material breach or default is not disputed or is found to exist after dispute resolution is complete, the sending district declaring the material breach or default shall not thereafter have any obligation to pay continuing costs in paragraph 5 (b) below, provided, however, students from the terminating sending district enrolled in Manchester schools may continue to attend Manchester schools until they graduate under the terms of this agreement provided the sending district continues to pay the base tuition cost established under paragraph 5 (a). It is agreed that classification of schools or other action taken under or in compliance with the Federal "No Child Left Behind" legislation, so-called, shall not constitute a material breach or default under this section or this agreement unless the matter also constitutes a material breach or default independently listed herein.

- (d) So long as a sending school district's students are attending the Manchester School District as a result of this agreement, the provisions of the agreement will control their attendance.

5. **Tuition and Costs.**

- (a) Base Tuition. The following items shall be included in calculating cost per pupil for regular tuition purposes, in accordance with RSA 194:27: all costs of operation of the district high schools excluding transportation as set forth on the attached Schedule A.. The sum of the above items shall constitute the actual cost of fiscal expenses. In determining the base cost per pupil, the divisor used shall be the DOE A-3 Report, ADM as of June 30th. Base tuition will not include any costs for renovations or additions to facilities. Capital costs for additions and renovations shall be paid in accordance with paragraph (b) below.
- (b) Capital Costs. In recognition of the fact that all students attending Manchester schools will benefit from increased facilities, the parties agree that capital costs remaining to be paid after state and federal building aid and other grants are applied to the cost of constructing additions and renovations to the existing high schools (Central, Memorial and West) will be borne by the various parties in the following amounts which shall constitute additional costs to be paid by the

sending districts, such costs shall be in addition to tuition for all years in which bond payments for High School construction costs on Schedule B are incurred by Manchester:

- (i) Renovation costs will be borne by the parties seventy-five percent Manchester and twenty-five percent sending districts throughout the term of this agreement. It is agreed that total renovation costs shall be in an amount not to exceed \$26,478,286 under the 2002 proposals so the total sending district maximum amount for renovations shall not exceed \$6,619,571 prior to the application of building aid and financing costs. The proportion of this amount for each sending district shall be calculated each year in accordance with the percentage of sending district students from each sending district of the total number of tuition students from the sending districts. When actual contract numbers are agreed upon and a contract signed for such renovations, the actual renovation cost number shall be attached to this agreement as an exhibit or the maximum set forth herein shall control, whichever is lower.
- (ii) Addition costs will be borne by the sending districts in accordance with the percentages of students attending high schools from all sending districts, but not including Manchester. It is agreed that cost of additions shall be in an amount not exceeding \$27,559,032 prior to application of building aid and financing costs under the 2002 proposals. When actual contract costs are agreed upon and a contract signed for such additions, the actual additions cost number shall be attached to this agreement as an exhibit or the amount set forth in this paragraph shall control, whichever is lower. In addition, it is agreed that the sending districts shall bear their portion of land acquisition costs pro-rata to their number of students attending Manchester high schools as a portion of total enrollment including Manchester students or \$800,000, whichever is lower.
- (iii) The parties agree that the capital costs to be calculated above shall be recalculated annually to determine the costs to be borne by each district in accordance with the percentage of students attending from each district as a part of the entire sending district high school attendance subject to the limitations in paragraphs (i) and (ii) above and the provisions of paragraph (iv) below. This calculation shall be made on ADM as set forth in paragraph 5 (a) above.
- (iv) In the event any sending district withdraws from this agreement under the terms hereof, the capital costs to be paid by that district for the remaining period for which it is obligated to make payments after its students shall have ceased attending shall be the amount being paid by that district the last year students attended

(the "continuing capital cost obligation amount"). In such event, the amount to be paid by the remaining sending districts for capital costs shall be reduced by the continuing capital cost obligation amount of the withdrawing district for the remaining term of this agreement.

- (v) All capital costs assessed to sending school districts hereunder shall be based on the lesser of either the annual cost of financing construction by the issuance of a standard 20 year municipal bond through the New Hampshire Bond Bank (at the rate available on the date construction started) or the annual cost of alternative financing chosen by Manchester. If Manchester chooses to finance with bonds for a period longer than twenty (20) years, the tuition charge will include the cost which would have been incurred with straight twenty (20) year bonds.

(c) Payments.

- i. On or before November 1 of each year, Manchester shall supply to the School Board of each Sending District and the State Board of Education a written estimate of tuition and capital costs for the succeeding school year (beginning the next August or September). The estimate will be based on the total costs estimated for base tuition per pupil and the projected capital costs.
- ii. Payments of estimated tuition and the pro rata share of estimated capital costs shall be made on November 1 and April 1 of each school year. Billing shall be on the basis of students enrolled in Manchester high schools from sending districts, not on the basis of actual daily attendance. Tuition rates shall be based on a daily rate for partial enrollment for students who withdraw from school or enroll after the beginning of the school year. During construction of additions and renovations, as bond funds are drawn down and financing costs incurred, they will be added to tuition costs. If these costs are known prior to calculation of tuition for a specific year, the anticipated costs will be included in the initial tuition rate. If these costs are incurred after calculation and billing of any tuition payment, they will be calculated and added to the costs for the following year.
- iii. After the accounts are closed for a fiscal year, the actual pupil costs will be computed based on actual expenditure on items used to estimate per pupil costs and the actual capital costs will likewise be computed. An accounting of such actual costs will be made to the Sending Districts no later than October 1. If the estimated tuition or estimated capital cost was actually too low, the difference will be added to the payments of the Sending District in the following year. If the estimated tuition or estimated

capital cost was actually too high, the difference will be deducted from the payments of the Sending District in the following year.

- (d) The Sending Districts or their representatives shall be provided access to and an accounting of all records, data, reports, and all materials of any nature, used to calculate or finalize costs billed to the districts under this agreement. As part of the final accounting for each year, the Manchester School District shall certify that all tuition monies were spent on high school expenditures as part of the School District's revenue.

6. **Academic Program.** The parties agree that the anticipated and agreed upon program for the Manchester high schools will be as developed by them as set forth on Schedule C attached hereto and made a part hereof. Hereafter, changes in program shall be made in accordance with the normal processes of the Manchester School District except that each high school shall have an academic and program advisory board on which representatives of all parties having students attending shall have voting membership and input as more particularly described on Schedule D. Program recommendations from all high schools and from all boards of the parties, shall be considered by the Curriculum and Instruction Committee of the Manchester School Board on which each sending district shall have one member/representative entitled to participate in discussions and deliberations as well as minutes, notice and agendas of meetings when the committee acts on academic programs of the high schools. The rights of the member/representative from the sending districts shall be the same as the rights of members of the Manchester School Board who are not committee members to participate in committee discussions and deliberations on high school matters as such rights exist on the date of this agreement. Member/representatives of each sending district and an alternate who may serve in the member/representative's absence shall be designated annually by the school board of each district. Further, recommendations regarding budgetary, academic or program matters adopted by each high schools program advisory board shall be considered promptly and in good faith by the Manchester School Board. The Manchester School District will propose to the Charter Commission or Board of Mayor and Aldermen an amendment to the City Charter to clarify the rights of sending districts to voting membership on committees of the Manchester School Board so that when such committees are considering matters concerning schools to which tuition students are sent under this or a successor agreement, they may have voting membership. The School District will actively support the adoption of such a change. In the event of passage of such an amendment, each sending district will be entitled to $\frac{1}{2}$ of 1 vote when the committee acts on matters of policy and program of such schools. In the event the number of voting members from the Manchester School Board on any committee is increased, the total number of members from Sending Districts shall increase proportionately.

7. **Facilities.** Manchester agrees to complete the renovations and construction of additional facilities to create capacity as set forth on Schedule B. In the event any Sending District(s) fail to execute this agreement or withdraw from it prior to completion of facilities, facility plans shall be reasonably adjusted by written agreement of the parties to reflect revised student census figures and projections. Payments for construction of additional high school or tech school facilities beyond those contemplated on Schedule B in scope and time shall be as negotiated by the parties at the time such additions are proposed. Changes in High School facilities shall be made in accordance with the processes of the Manchester School District and

the City of Manchester, after discussion by the Buildings and Sites Committee of the Manchester School Board, on which each sending district shall have one member/representative entitled to participate in discussions and deliberations as well as minutes, notice and agendas of meetings when the committee acts on matters concerning the facilities of the high schools. The rights of the member/representatives from sending districts shall be the same as the rights of members of the Manchester School Board who are not committee members to participate in committee discussions and deliberations on high school matters as such rights exist on the date of this agreement. Member/representatives of each sending district and an alternate who may serve in the representative's absence shall be designated annually by the school board of each district. The Manchester School District will propose to the Charter Commission or Board of Mayor and Aldermen an amendment to the City Charter to clarify the rights of sending districts to voting membership on committees of the Manchester School Board so that when such committees are considering matters concerning schools to which tuition students are sent under this or a successor agreement, they may have voting membership. The School District will actively support the adoption of such a change. In the event of passage of such an amendment, each sending district will be entitled to $\frac{1}{2}$ of 1 vote when the committee acts on matters concerning the facilities of such schools. In the event the number of voting members from the Manchester School Board on any committee is increased, the total number of members from Sending Districts shall increase proportionately.

Additionally, Manchester agrees to maintain appropriate space for its students in accordance with State Minimum Standards (except as such State Minimum Standards cannot be met due to the sites of Manchester high schools) and architectural design capacity.

Design capacity is defined as the maximum allowable students per classroom, in accordance with State Minimum Standards, multiplied by the total number of regular educational classrooms and sufficient core capacity to serve the maximum allowable students per classroom

Should such design capacity be exceeded by 5%, a remediation plan agreeable to the parties to this agreement will be developed and proposed by the Building and Sites Committee to the Manchester School Board within 180 days.

Following that, a mutually agreeable remediation plan will be implemented within 360 days in order to prevent breach of contract.

The time periods in this paragraph are in addition to the 180 day notice required in paragraph 4(c).

8. **Budget.** The high schools budget shall be developed as part of the Manchester School District Budget with input from representatives of the Sending Districts as set forth in Section 10 below.

9. **Assignment of Students.** Students shall be assigned to the schools in such a manner as to keep school size as consistent with capacities as practicable keeping in mind the desire to keep students from the same communities and geographical areas in the same school to the greatest extent possible. Initially,

- a) and until the total number of Candia students equals 300 Candia students shall be assigned to Manchester High School Central,
- b) and until the total number of Auburn students equals 400 Auburn students shall be assigned to Memorial High School,
- c) and until the total number of students from Bedford equals 1000, Bedford students shall be assigned the Manchester High School West.
- d)
 - (i) and until the total number of students at Manchester High School Central from Hooksett equals 550, Hooksett shall be entitled to have 550 students attend Manchester High School Central.
 - (ii) and until the total number of students at Manchester High School West from Hooksett equals 350, Hooksett shall be entitled to have 350 students attend Manchester High School West.

Changes in assignment (except on an individual basis) shall be made by the Manchester School Board after consideration by the Coordination Committee with the participation of one member from each sending district for discussion purposes. Individual requests for transfers will be granted in accordance with Manchester transfer policy. Individual requests will not unreasonably be denied. When the number of students from any sending district with a numerical guarantee hereunder reaches fifty (50) fewer students than that number, the sending district and Manchester shall commence negotiations on the effects of that enrollment options for assignment, and shall work in good faith to reach agreement on the assignment of students after the guaranty number is reached, whether at the designated school or another school.

Each sending district will be allowed to send foreign exchange students to Manchester tuition and cost free as follows: Bedford 2 students per year, Hooksett 2 students per year, Candia 1 student per year, Auburn 1 student per year.

10. Participation on Other Committees. Representatives of sending districts shall participate on other committees of the Manchester School Board as appropriate when such committees are considering matters concerning the high schools. The committees include, but are not limited to, the following: finance committee, athletic committee, coordination committee, and student conduct committee in addition to the curriculum and instruction committee referenced in paragraph 6 and the buildings and sites committee referenced in paragraph 7. Representatives of the Manchester School District and its administration shall attend school board meetings of the sending districts when requested to discuss and inform such boards about programs, plans and issues. Representatives and administrators of the sending districts shall be entitled to address the Manchester School Board as a whole when they so desire to address and discuss issues arising under this agreement or affecting or concerning the high schools and each sending district may designate a regular participant and an alternate to serve in the participant's absence who shall be entitled to participate in discussions of the Manchester School Board at its full board meetings.

11. **Approval by State Board of Education and Local School Boards.** This agreement is contingent on the approval of the State Board of Education, the School Board of each of the parties and voters at the school district meetings of all the sending districts and the approval by the Board of Mayor and Aldermen of the building projects detailed on Schedule B, all before June 30, 2003. This is a New Hampshire agreement and shall be interpreted in accordance with the laws of the State of New Hampshire.

12. **Special Education.** Students identified with educational disabilities under the Individuals with Disabilities Act (IDEA). Annually, Special Education tuition rates will be developed based on special education programs available: modified regular education, resource room, self-contained. Existing programs will be available to all eligible students, regardless of tuition status. Notification of programming changes will be provided to sending districts as appropriate. Tuition rates for students requiring more specialized programming (e.g. related services) will be considered on an individual basis. In special circumstances, and as mutually agreed upon, services may be arranged, and costs borne, by the district in which the student resides. Disputes regarding tuition billing will be handled on an individual basis. Out of district placements and the cost of due process will be borne by the residential district of the student determined in accordance with the State of NH residency laws (RSA 193:12).

13. **SAU.** The provisions of administrative service will be provided by the Manchester School District.

14. **Disputes.** Should any district have a complaint as to the operation of the agreement or the calculation of the district's share of expenses, that complaint shall be stated in writing to the Manchester Superintendent of Schools. If the Superintendent of Manchester and the Superintendent of the complaining sending school cannot resolve the dispute, it shall be presented to the Manchester School Board which shall in good faith attempt to resolve the dispute. Should the resolution prove impossible, the dispute 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. **Communication.** Copies of all reports, studies and audits relating to Manchester High Schools, voluntary or not, shall be forwarded, on receipt by Manchester, to the Superintendents of the sending districts.

16. **Severability.** In the event any provision of this agreement is found to be invalid, the remaining provisions shall continue in full force and effect to the maximum extent possible.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this day and date written above. This agreement may be executed in multiple counterparts, each of which shall be considered an original.

MANCHESTER SCHOOL DISTRICT

Witness

By: _____
Chairman, Board of School Committee

By: _____

Witness

Superintendent of Schools

AUBURN SCHOOL DISTRICT

Witness

By: _____
Chairman, School Board

Witness

By: _____
Superintendent of Schools

CANDIA SCHOOL DISTRICT

Witness

By: _____
Chairman, School Board

Witness

By: _____
Superintendent of Schools

HOOKSETT SCHOOL DISTRICT

Witness

By: _____
Chairman, School Board

Witness

By: _____
Superintendent of Schools

BEDFORD SCHOOL DISTRICT

Witness

By: _____
Chairman, School Board

Witness

By: _____
Superintendent of Schools

ADDENDUM
MANCHESTER SCHOOL DISTRICT
TUITION AGREEMENT
SCHEDULE A
BASE TUITION COMPONENTS
PARAGRAPH 5 (a)

Data as gathered from the DOE 25 Form for all funds relating to high school accounts shall be the basis for calculation of base tuition under Paragraph 5 (a). This shall include the following functions and is intended to calculate base tuition using the same cost components for tuition as were used by the parties for years prior to the period covered by this agreement. The final, 2% capital cost component will be included for years prior to inclusion of capital costs under Paragraph 5 (b) and shall not be included starting with the year in which capital costs are first paid under Paragraph 5 (b) as part of total tuition paid by the Sending Districts. The functions are as follows:

Regular instruction
Vocational Programs
Other Instructional Programs
Student Support
Instructional Staff Support
General Administration
Business Functions
School Administration
Co-curricular and Athletic Transportation
Operation of Plant and Maintenance
Miscellaneous Other Costs
Capital Cost 2% June 2001 High School Valuation

