

Hooksett School District

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November 19, 2015

Manchester Board of School Committee
Mayor Theodore L. Gatsas, Chair
One City Hall Plaza
Manchester, NH 03102

Re: Tuition Negotiations

Dear Board of School Committee:

The Hooksett School Board has received your correspondence of October 30, 2015. We categorically reject your assertion that Hooksett has failed to negotiate a new tuition agreement in good faith.

From the time negotiations reconvened for a second year in July of this year, we decided that our negotiating team would consist of the Superintendent and our attorney. Manchester's negotiating team was similarly comprised of the Superintendent and Manchester's counsel. Your decision to add members of the Manchester Board to your negotiating team in October was yours to make. The Hooksett Board, however, believed it was more efficient for it to maintain our negotiating team as the Superintendent and our attorney.

During negotiations the Hooksett Board met frequently with our negotiators to develop written proposals for a comprehensive tuition agreement. Hooksett's initial proposal was presented to your negotiating team on July 16, 2015, and discussed at meetings on July 24, July 31, August 17 and August 21. Our Board met frequently throughout the process to review new proposals and we frequently arranged special meetings on short notice immediately after Manchester meetings in order to move negotiations forward in compliance with Manchester's schedule.

The Hooksett School Board's original written proposal was for a 10-year agreement with tuition equal to the per pupil cost of Manchester with Hooksett making no commitment to a minimum number of students that would enroll in Manchester. After several meetings, your negotiating team narrowed your focus to the term of the agreement, the tuition charge and the minimum number of students from Hooksett.

After several meetings, your negotiating team orally proposed a 10-year agreement with tuition at a 112.2% of actual costs for regular and special education students and a minimum number of students at 40 per year, in spite of Hooksett's stated position that a minimum number of students was not something we could agree to. Nevertheless, the Hooksett School Board considered your proposal.

After meeting with our negotiators on August 21 we offered a revised comprehensive written proposal for a 10-year agreement with tuition at 110% of pupil costs and agreed that the tuition rate would also apply to special education tuition. We also committed to a minimum number of students based on the average percentage of the number of Hooksett students selecting Manchester in the first three years of the agreement. We understand that after our negotiators presented our revised proposal it was well-received by your negotiators. They indicated they would recommend our proposal and the significant concessions it contained to the full Board in Manchester. Then, on August 26, without giving Hooksett the courtesy of a meeting, counsel for Manchester phoned Hooksett's counsel to inform him that Hooksett's revised proposal was rejected and that Manchester's last offer was its last best offer. Our counsel was forced to confirm that conversation in an email to Manchester's counsel.

On September 8 we wrote to you to ask you to reconsider your position on our written proposal of August 26. Hooksett agreed to attend new meetings scheduled as a result of our letter but we never agreed or implied that we would change our negotiating team. It is inaccurate to state that our negotiating team did not have the power to negotiate. Like Manchester and Hooksett's teams had negotiated throughout the summer, the Hooksett School Board authorized our team to continue to negotiate.

Negotiations resumed on October 20. Manchester orally presented a new proposal. It consisted of a 10-year agreement with Hooksett paying 111.1% of the tuition for regular and special education students with a minimum financial commitment of 160 students from Hooksett in each of the first three years of the new agreement. The commitment for the remaining 7 years of the proposal was to be based on the average number of actual students that attended for the first three years. Our negotiators expressed concern about the proposal and in particular the revised minimum but agreed to consult with our full board.

The Hooksett School Board scheduled a special meeting to consider your October 20 proposal. We authorized our negotiating team to agree to a proposal but it was not the proposal that you had provided. Your proposal contained terms that were outside parameters we could agree to and specifically contained a new way of establishing a commitment for a minimum number of students from Hooksett which was something we had expressed concern about from the start of negotiations and had already made a significant concession on by agreeing to include a commitment to a minimum number of students based on the percentage of students attending Manchester in each of the first 3 years of the contract. Our negotiating team, however, had authority to negotiate other terms and conditions of the agreement. But, like Manchester, we reserved the right as a Board to decide whether or not the terms of any proposal were something we could recommend to our voters. In short, contrary to your assertions, our negotiating team did in fact have authority to negotiate but it did not have the authority to agree to your proposal because that proposal was and is not acceptable to Hooksett.

From the outset of this process, it is the Hooksett School District that has moved most from its initial position. We are also the only party that has made any written proposal for a tuition agreement. It was not until we received your October 30, 2015 letter that we actually received anything in writing from Manchester regarding your proposals. We have agreed to a significant 10% increase over the per pupil cost for tuition, agreed to apply that per pupil surcharge to the calculation of special education tuition, and we have agreed to include a commitment to a minimum number of students in the agreement based on the

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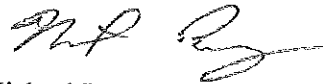
student selections made during the first three years of the agreement. As a result, we have made significant compromises from our original position and offered terms that could serve both communities well and which would allow us to continue our longstanding relationship. Like you, we ask that you share this letter with your parents and students to help clarify this situation.

At all times during negotiations we have acted in good faith in an effort to reach an agreement and we will continue to do so. Throughout this process we have made significant concessions. It takes two parties to arrive at an agreement. The responsibility for not reaching an agreement is not ours.

The Hooksett School Board remains interested in working with Manchester to arrive at a long-term tuition agreement. As with all negotiations, however, we have the right to determine who will represent Hooksett at the negotiating table and ultimately the right to approve the terms that are negotiated. With that said, we are interested in continuing discussions on reaching a new agreement. And, if you believe it is more efficient to have board representatives as part of our negotiating teams we are willing to send representatives from the Board as part of our team. Please note, however, in order for an agreement to be presented to Hooksett voters for approval this year, an agreement will need to be reached before January 16, 2016. As a result, we would like to resume discussions soon.

We look forward to hearing from you.

Sincerely,



Michael Berry, Chair
and on behalf of the
Hooksett School Board

Cc: Dr. Charles P. Littlefield, Superintendent
Dr. Deborah J. Livingston, Superintendent
Christopher Boldt, Esq.
Gordon B. Graham, Esq.