

## AGREEMENT

THIS AGREEMENT is made as of July 30, 2013, by and between the Manchester School District ("Manchester") and the Hooksett School District ("Hooksett").

WHEREAS, Manchester and Hooksett (the "Parties") are parties to a 20-year High School Maintenance Agreement dated July 1, 2003 (the "Agreement") under which Hooksett is now sending its public high school students to Manchester high schools;

WHEREAS, Hooksett is obligated under the Agreement to send all its public high school students to Manchester except those students who are approved by the Hooksett School Board to attend different high schools "on a case-by-case basis";

WHEREAS, Manchester has obligations under the Agreement to provide specific education services to Hooksett students;

WHEREAS, the Parties are in dispute as to whether Hooksett has breached its obligation to send students to Manchester (see Manchester School District v. Hooksett School District, Hillsborough County Superior Court, Docket No. 216-2013-CV-00289), and whether Manchester has breached its obligation to provide educational services in accordance with the Parties' Agreement (see State Department of Education, Case No. SB-FY-13-06-10);

WHEREAS, the Parties recognize that the resolution of these disputes would be lengthy, costly, unpredictable and contrary to the best interests of both Hooksett and Manchester which wish to continue to have an amicable relationship in the best interest of students and their communities; and

WHEREAS, the Parties wish to buy peace, settle and resolve any and all disputes in the cases captioned above and all claims which now exist or which could exist concerning their relationship under their Agreement without further resort to litigation or dispute resolution processes;

NOW, THEREFORE, the Parties agree as follows:

1. The Hooksett School District shall withdraw its allegation of breach in SB-FY-13-06-010 with prejudice and notify the State Department that this matter has been settled by the parties.
2. The Manchester School District and the Hooksett School District shall submit this agreement to the Superior Court for the Court's approval and Manchester shall withdraw its allegation of breach with prejudice in Manchester School District v. Hooksett School District, Hillsborough County Superior Court, Northern District, Docket No. 216-2013-CV-00289.
3. Each party shall be responsible for its own attorney's fees and costs and the parties shall share equally the cost of mediation.

4. The parties' 20-year High School Maintenance Agreement dated July 1, 2003 shall terminate on June 30, 2014.

5. The Hooksett School District will pay an annual "continuing capital cost obligation amount" as defined in the parties' agreement of \$791,798.10 through the 2017-2018 school year. (Five payments of capital costs in this amount will be made one in each of the following school years: 2013-14, 2014-15, 2015-16, 2016-17, 2017-18).

6. Hooksett students who have been approved for attendance to schools other than Manchester for the 2013-2014 school year will attend those schools. Effective July 1, 2014 through June 30, 2018, Manchester will continue to accept students assigned to attend Manchester schools by Hooksett but Hooksett will be under no obligation to assign students to attend Manchester schools.

7. By December 1, 2013, Hooksett will provide Manchester with an estimate of the number of students who will be attending Manchester schools, and will provide the final number as soon as possible but no later than March 31, 2014. Hooksett will inform Manchester by December 1, 2014, and December 1 of each year thereafter, of the number of students assigned to attend Manchester schools.

8. For the 2013-14 school year, tuition for Hooksett students will be determined in accordance with the 20-year High School Maintenance Agreement dated July 1, 2003 and that agreement shall remain in full force and effect. After termination, regular tuition for Hooksett students in 2014-15 will be \$10,200. In 2015-16 the tuition will be \$10,404. In 2016-17 the tuition will be \$10,612. In 2017-18 the tuition will be \$10,824.

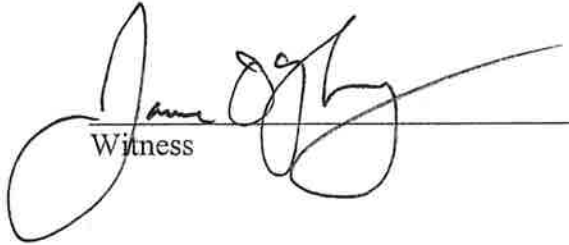
9. For students with disabilities and those identified with education disabilities under the IDEA, tuition rates will be developed consistent with past practice under paragraph 12 of the parties' 20-year High School Maintenance Agreement dated July 1, 2003 throughout the term of this agreement.

10. In view of the 100-year relationship between Hooksett and Manchester, the parties agree to negotiate in good faith beginning on or before June 30, 2016, an agreement to allow Hooksett students to continue to attend Manchester High Schools following the expiration of this Agreement on June 30, 2018.

11. In the 2013-14 school year, the Hooksett School District shall pay the Manchester School District \$100,000. In the 2014-15 school year, the Hooksett School District shall pay Manchester School District \$100,000.

12. This Agreement is subject to the approval of the Manchester Board of School Committee and the Hooksett School Board and the New Hampshire Superior Court.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the date written above. This Agreement may be executed in multiple counterparts. Each of which shall be considered an original.

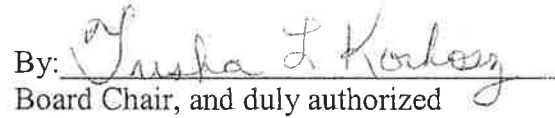
  
Witness

MANCHESTER SCHOOL DISTRICT

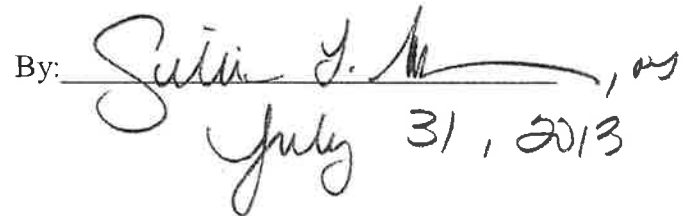
By:   
Board Chair, and duly authorized

HOOKSETT SCHOOL DISTRICT

  
Witness

By:   
Board Chair, and duly authorized

HILLSBOROUGH COUNTY  
SUPERIOR COURT

By:   
July 31, 2013