

SEPARATION AGREEMENT AND GENERAL RELEASE

THIS SEPARATION AGREEMENT AND GENERAL RELEASE is made by and between the Littleton School District (hereinafter "the District") and Dr. William Hart.

WHEREAS, Dr. Hart has been employed as superintendent of schools by the District under an employment agreement whose terms commenced on July 1, 2022 and are scheduled to expire on June 30, 2025;

WHEREAS, Dr. Hart and the District mutually agree to end their employment relationship on June 30, 2023; and

WHEREAS, the parties agree to settle any and all disputes related to Dr. Hart's employment by the District and his separation from employment by the District;

NOW, THEREFORE, the parties agree as follows:

1. Dr. Hart hereby resigns from his employment by the District, effective June 30, 2023. The District hereby accepts Dr. Hart's resignation.

2. The District will continue to pay Dr. Hart through June 30, 2023, in accordance with his employment agreement with the District.

3. Through June 30, 2023, Dr. Hart will continue to receive insurance in accordance with Section 14 of his employment agreement with the District, including two-person coverage group health insurance with 85% contributions by the District and 15% contributions by Dr. Hart to monthly premiums, and two-person coverage group dental insurance with 100% contributions by the District to monthly premiums. Dr. Hart's contributions to health insurance premiums through June 30, 2023, will continue to be made through payroll deductions.

4. Through June 30, 2023, the District will continue to reimburse Dr. Hart for travel and other expenses and for cell phone charges as provided in Sections 17-18 of Dr. Hart's employment agreement.

5. The District will pay Dr. Hart as severance the gross amount of \$112,766.68, minus such withholding and deductions as are authorized by Dr. Hart or are required by law. Said gross amount shall be paid in a lump sum, minus said withholding and deductions, on or before July 31, 2023. Dr. Hart has requested and authorized \$43,764.58 of said gross amount to be deducted and paid into his 403b account.

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6. Except as set forth in paragraphs 2-5 of this Separation Agreement and General Release, Dr. Hart will not be eligible to accrue or receive further compensation or benefits from the District.

7. On or before June 30, 2023, Dr. Hart shall return to the District any and all District keys, materials and equipment in his possession. He also shall be permitted to remove any personal items from his office.

8. No party to this Separation Agreement and General Release may disclose its terms to any person other than that party's spouse, attorney, or financial advisor. However, the parties may disclose the terms of this Separation Agreement and General Release as required by law, subpoena, or order of a court or governmental agency. The parties also may disclose the terms of this Separation Agreement and General Release to a court or governmental agency in a claim, action, investigation or hearing. The parties further acknowledge that RSA 91-A:4, I-a, may require the District to make certain disclosures about this Separation Agreement and General Release.

9. Dr. Hart hereby releases, waives, relinquishes and forever discharges the Littleton School District, School Administrative Unit #84, and their officials, agents and employees, past, present and future, from any and all claims, demands, grievances, actions, causes of actions, and rights of adjudication, arbitration and appeal, which Dr. Hart and any other person on his behalf has, had or may have by reason of any matter, cause or thing whatsoever concerning or related to Dr. Hart's employment by the District. In connection with this Separation Agreement and General Release, Dr. Hart further acknowledges and agrees as follows:

- a. Without limiting other claims released, Dr. Hart specifically releases, waives, relinquishes and discharges any and all claims that he may have arising under any state or federal law concerning employment discrimination on the basis of age, disability, sex and any other basis whatsoever, including, but not limited to, all prohibited discrimination under the Americans with Disabilities Act, the Vocational Rehabilitation Act, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act, RSA 354-A, and all other laws and regulations;
- b. Without limiting other claims released, Dr. Hart specifically releases, waives, relinquishes and discharges any and all claims that he may have concerning his separation from the District's employment, including, but not limited to, all claims under his employment contract with the School District, RSA 189, RSA 275, and all other laws and regulations;
- c. Dr. Hart acknowledges that he has been advised of his right to consult with an attorney with regard to this Separation Agreement and General Release;

- d. Dr. Hart understands that he has 21 days to consider this Separation Agreement and General Release, and having taken the time to consider it and consult with an attorney if he so wished, Dr. Hart acknowledges that he has decided to accept the terms of this Separation Agreement and General Release effective this date; and
- e. Dr. Hart understands that he may revoke this Separation Agreement and General Release within the next seven days after he signs it by delivering to Matt St. John, Chairperson, Littleton School Board, 65 Maple Street, Littleton, NH 03561, a letter stating that he wishes to revoke it; after that time this Separation Agreement and General Release shall be irrevocable.
10. This Separation Agreement and General Release shall be binding on the parties and their heirs, executors, representatives, successors and assigns.
11. Nothing in this Separation Agreement and General Release shall be construed in any manner whatsoever as an admission of wrongdoing by any party.
12. The parties agree that each shall bear their own attorneys' fees, expenses and costs incurred in this matter.
13. The parties acknowledge that they have read this Separation Agreement and General Release, they understand it, and they have signed it of their own free wills after a reasonable opportunity to consult with legal counsel.
14. The validity, interpretation and enforcement of this Separation Agreement and General Release shall be governed by the laws of the State of New Hampshire.

IN WITNESS WHEREOF, the Littleton School District and Dr. William Hart have executed this Separation Agreement and General Release on the dates written below.

Date: 6/21/23

LITTLETON SCHOOL DISTRICT

By: [Signature]

Title: Chairman of the School Board

Date: 6/21/23

[Signature]
DR. WILLIAM HART