

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, David Levesque ("Claimant" or "Levesque") was employed by the Laconia School District, SAU #30, a school district with a principal office address of 39 Harvard Street, Laconia, NH 03246 ("Laconia School District"), as principal of Pleasant Street Elementary School, his employment having ended on June 30, 2022; and

WHEREAS, Claimant has alleged liability on the part of the Laconia School District and its agents, servants or employees, (collectively "Respondents") with regard to his employment; and

WHEREAS, the Respondents are members of Primex³; and

WHEREAS, Primex³ is organized and existing under the laws of the State of New Hampshire pursuant to N.H. RSA 5-B; and

WHEREAS, the Respondents deny all liability, wrongdoing, and responsibility for the allegations raised by Claimant; and

WHEREAS, pursuant to N.H. RSA 5-B, Primex³ investigated, evaluated, managed, and defended the claims alleged by Claimant; and

WHEREAS, the Claimant and Respondents (collectively the "Parties") attended mediation and Claimant has agreed to settle all outstanding issues pertaining to the Respondents, including without limitation any and all claims that could have been raised as of the date of execution of this Agreement; and

WHEREAS, the Parties desire to compromise, settle, buy complete peace from, and terminate any and all known and unknown disputes, claims, controversies, demands, actions, causes of action, and litigation as exist between them arising from or in any way related to Claimant's employment and/or separation from employment with the Respondents and any damages, costs, expenses, and/or injuries that he sustained or may sustain as a result thereof, and in order to avoid the nuisance, time, and expense of litigation; and

NOW, THEREFORE, in consideration of the recitals stated above, which are hereby incorporated into this Agreement and made a part hereof, and in consideration of the promises, covenants, agreements, representations, and warranties contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Consideration and Settlement Payment.

The Laconia School District and/or Primex³, the pooled risk group to which the Laconia School District belongs, subject receipt of all of the following: (1) this Agreement fully executed by Claimant, (2) executed W-9 and W-4 forms from Claimant, (3) executed W-9 form from Claimant's counsel, and (4) completed CMS form from Claimant, shall within fourteen (14) days of the Effective Date as defined in Paragraph 9 below, pay to Claimant the sum of One Hundred Fifteen Thousand and zero cents (\$115,000.00), allocated as follows:

a. Alleged Compensatory Damages. A check made payable to David Levesque in the amount of Thirty-eight thousand three hundred thirty-three dollars and thirty-four cents (\$38,333.34) as alleged non-wage compensatory damages, for which a 1099 Form will be issued to David Levesque; and

b. Wages. The sum of Thirty-eight thousand three hundred thirty-three dollars and thirty-three cents (\$38,333.33) made payable to David Levesque, less all lawful and appropriate income tax withholdings. These payments represent any and all alleged back pay, front pay, overtime pay, commission payments, bonus payments, benefits, and other compensation to which Claimant is or was entitled as an employee of Laconia. Such payment will be reported to the appropriate taxing authorities on an IRS Form; and

c. Attorney's Fees and Costs. A check payable to "Bianco Professional Association" in the amount of Thirty-eight thousand three hundred thirty-three dollars and thirty-three cents (\$38,333.33), as attorneys' fees and costs, for which separate 1099 Forms will be issued to Claimant and the law firm.

2. General Release by Claimant.

In consideration of the payment to be made as described in Paragraph 1 herein and the promises, covenants, agreements, and representations contained herein, Claimant, on behalf of himself, his heirs, representatives, and assigns, fully releases Respondents, including but not limited to its predecessors, successors, parent and sister organizations, subsidiaries, divisions, departments, affiliated entities, and their current and former partners, officers, directors, trustees, administrators, fiduciaries, employment benefit plans and/or pension plans or funds, executors, attorneys, employees, board members, insurers, reinsurers and/or agents and their successors and assigns individually and in their official capacities, (collectively referred to herein as "Released

Parties”) from all known and unknown claims, causes of action, suits, litigation, demands, and obligations of every kind, including claims for damages, wages, attorneys’ fees and any other form of relief available at law or in equity, which he has or may have by means of any matter, cause, or thing whatsoever from the beginning of time to the execution date of this Agreement.

Without limiting the generality of the foregoing, this release includes all matters arising out of or in connection with Claimant’s employment and/or separation from employment from the Laconia School District from the beginning of time to the execution date of this Agreement, including but not limited to harassment, discrimination, wrongful termination, retaliation, failure to accommodate, defamation, breach of privacy, breach of implied contract, negligence, any rights or claims alleging failure to pay wages pursuant to New Hampshire RSA 275 et seq. and/or any federal wage statutes, intentional infliction of emotional distress, negligent infliction of emotional distress, violation of procedural and substantive due process rights, negligent supervision or retention, assault, battery, conspiracy, unfair labor practices, violation of New Hampshire RSA 354 A, et seq., N.H. R.S.A. 275-E (Whistleblowers Protection Act), the Family and Medical Leave Act of 1993, as amended, the Americans with Disabilities Act of 1990, as amended, the National Labor Relations Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, Sections 1981 through 1988 of Title 42 of the United States Code, as amended, the Employee Retirement Income Security Act of 1974, as amended (except for any vested benefits under any tax qualified benefit plan), the Immigration Reform Control Act, as amended, the Age Discrimination in Employment Act of 1967, as amended, the Fair Credit Reporting Act, the Fair Labor Standards Act, as amended, the Occupational Safety and Health Act, as amended, the Equal Pay Act, the Genetic Information Nondiscrimination Act of 2008, the Whistleblower’s Protection Act, 42 U.S.C. §1983, New Hampshire Worker’s Compensation laws, the Public Employee Freedom of Expression Law (R.S.A. § 98-E), assumpsit under R.S.A. §189, and any and all claims that may be asserted under state or federal statute or common law.

This shall be a full and final release of all claims known and unknown, foreseen and unforeseen, which have accrued to Claimant against Released Parties up to and including the date of his execution of this Agreement, regardless of the adequacy of the compensation or the extent or character of his injuries and/or damages, known or unknown, and is intended to buy peace from any such claims. Claimant expressly acknowledges and assumes all risk, chance, or hazard that any injuries and/or damages resulting from his employment and/or separation from employment the Laconia School District, may become permanent, progressing, greater, or more extensive than is known, anticipated, or expected.

3. Indemnity with Respect to Tax Treatment.

Claimant agrees that he will be solely responsible for the payment of his portion any federal, state and/or local taxes or charges, medical liens, or any other payments to any governmental entity which may be required to be paid on account of the money paid pursuant to the Agreement, and he further agrees that he will hold harmless and indemnify Released Parties against any tax charges, assessments or other claims or demands which may be made against Released Parties on account of the money paid pursuant to the Agreement. Nothing in this section, however, is intended to obligate Claimant in any way for the Laconia School District's own employer portion of Medicaid and Social Security taxes owed in connection with the payments herein.

4. Medicare Status.

In entering into this Agreement, the parties have fully considered Medicare's potential interests pursuant to the Medicare Secondary Payer ("MSP") statute (42 U.S.C. § 1395y(b)). Claimant affirms that as of the date he signs this Agreement, he is not enrolled in the Medicare program (i.e., is not 65 years of age or older; is not suffering from end stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.), was not enrolled in the Medicare program at the time of his employment as a principal with the Laconia School District or at any time thereafter through the date of his execution of this Agreement. Claimant further affirms that he has not received Medicare benefits for medical services or items related to, arising from, or in connection with his employment as a principal with the Laconia School District. This affirmation is a material term of this Agreement and without which Released Parties would not have agreed to enter into this Agreement.

5. Responsibility and Indemnification with Respect to Related Bills and Liens, if any.

Claimant hereby, in further consideration of the settlement, represents that any and all other such liens or rights, will be the sole responsibility of Claimant who shall pay the holders of such liens or rights out of the proceeds of this settlement. Claimant further agrees to defend, indemnify and hold harmless the Laconia School District, Primex³ and its defense counsel for from and against any and all claims for liens, child support liens/arrearages, reimbursement or subrogation by any party which has paid medical benefits, workers' compensation benefits or income assistance/welfare benefits to or on behalf of Claimant including but not limited to Medicare, Medicaid, social security, workers' compensation, child support liens, disability benefits providers and any other health care providers.

6. Confidentiality.

This Agreement and its terms and conditions are confidential to the extent allowed under law. Pursuant to NH RSA 91-A:4, VI and 507:17, this Agreement shall be placed on file with the City Clerk's office and shall be made available for public inspection for a period of ten (10) years. Claimant, superintendent Stephen Tucker, and current members of the Laconia School Board: Jennifer Anderson, Jennifer Ulrich, Laura Dunn, Karin Salome, Dawn Johnson, Nick Grenon, and Heather Drolet, acknowledge and agree that this Agreement and its terms and conditions are otherwise confidential pursuant to N.H. RSA 5-B:7.

Notwithstanding the above paragraph, Claimant, superintendent Stephen Tucker, and current members of the Laconia School Board: Jennifer Anderson, Jennifer Ulrich, Laura Dunn, Karin Salome, Dawn Johnson, Nick Grenon, and Heather Drolet, and their respective counsel, agree not to disclose or distribute any information concerning this Agreement, its terms and conditions, to any person or entity other than those persons who are essential to the consummation of the Agreement, or as may be required by law. Unless compelled to do so by a court of competent jurisdiction, Claimant may disclose such information only to his spouse, legal counsel, tax advisors and/or the Internal Revenue Service, subject to their agreement to be bound by this confidentiality provision. Claimant, Superintendent Stephen Tucker, current members of the Laconia School Board: Jennifer Anderson, Jennifer Ulrich, Laura Dunn, Karin Salome, Dawn Johnson, Nick Grenon, and Heather Drolet, and their respective counsel, otherwise agree that they shall make no disclosure or further comment whatsoever to the media or any person or entity regarding the terms of the settlement. Claimant, Superintendent Stephen Tucker, current members of the Laconia School Board: Jennifer Anderson, Jennifer Ulrich, Laura Dunn, Karin Salome, Dawn Johnson, Nick Grenon, and Heather Drolet, agree that, in response to any inquiry about this settlement or any allegations brought forth, they will state only as follows, "The matter has been resolved."

7. Resignation, no reinstatement, no reapplication, no rehire.

Claimant acknowledges and agrees that he waives any right to reinstatement, waives any right to reapply for any position with the Laconia School District, and waives any right to be rehired by the Laconia School District. Claimant acknowledges and agrees that if he applies for employment with the Laconia School District, the Laconia School District has no duty to and may refuse to consider him for re-hire pursuant to this Agreement.

8. No Admission.

This Agreement shall not in any way be construed as an admission by the Respondents that they acted wrongfully with respect to Claimant or any other person, or that Claimant has any rights whatsoever against the Released Parties, except under this Agreement. The Respondents specifically disclaim any liability with regard to any claimed or alleged wrongful acts against Claimant or any other person.

9. Age Discrimination in Employment Act Acknowledgment.

David Levesque knowingly, voluntarily, and specifically waives all rights under the federal Age Discrimination in Employment Act ("ADEA") as amended by the Older Workers Benefits Protection Act ("OWBPA") arising out of or in connection with his employment and/or separation from employment as a principal with Laconia School District from the beginning of time to the date of his execution of this Agreement. The Parties acknowledge that this Agreement does not apply to any claim for events arising after the execution of this Agreement. Claimant acknowledges that he has read and understands this Agreement or has had the Agreement read to him by a person of his choosing. Claimant further acknowledges that this Agreement provides him with consideration beyond that to which he may otherwise be entitled. In addition, Claimant acknowledges that this Agreement is not induced by any representation or promise made by any Party hereby released or their representatives other than the terms specifically recited in this document. This Agreement specifically advises, and Claimant specifically acknowledges, that he was provided with up to twenty-one (21) days to review the contents of this Agreement with an attorney prior to signing the Agreement. The Parties agree that this Agreement will not become effective or enforceable until the expiration of a period of seven (7) days following the execution of the Agreement by Claimant, during which period he may revoke his consent by delivering a letter to legal counsel: Dona Feeney, Esquire, 95 North State Street, Ste. #5, Concord, NH 03301, said letter to be delivered on or before midnight of the seventh day following its execution. If the Agreement is not revoked during this seven (7) day period, this Agreement shall be irrevocable, and the business day following the expiration of the revocation period shall be deemed the Effective Date of the Agreement.

10. Consultation with Counsel.

In executing this Agreement, the Parties acknowledge that they have been advised to consult with counsel, and that they have executed this Agreement knowingly, voluntarily and without undue influence or duress. The Parties expressly consent to each and every term and provision of this Agreement.

11. Integration Clause; Amendment, Governing Law.

This Agreement contains the complete, final, and exclusive embodiment of the entire understanding between the parties. This Agreement is entered into without reliance on any promise, representation, agreement or understanding, oral or written, between and among the parties relating to the subject matter of this Agreement, other than those expressly contained herein. No amendment of this Agreement shall be valid or effective unless made in writing and executed by the parties hereto subsequent to the execution of this Agreement. This Agreement shall be enforced in accordance with the laws of the State of New Hampshire, and the parties agree that any litigation to enforce the provisions of this Agreement will take place in New Hampshire. In the event of litigation regarding this Agreement, the parties expressly submit to the jurisdiction of the federal and state courts located in New Hampshire.

12. Costs and Fees

Except as specifically set forth herein, the parties will bear their own costs, expenses, and attorneys' fees, whether taxable or otherwise, incurred in or arising out of or in any way related to the matters released herein.

13. Breach of Agreement

The parties acknowledge and agree that any party found to have breached this Agreement may be liable for the damages, reasonable attorneys' fees, and expenses resulting from any such breach, and also for equitable relief, as may be awarded by a court.

14. Severability

If any portion of this Agreement is void or deemed unenforceable for any reason, the remaining portions shall survive and remain in effect, with any necessary modification to become a part hereof and treated as though contained in this original Agreement.

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES
A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

IN WITNESS WHEREOF, David Levesque has executed this Agreement voluntarily and knowingly, under seal.

Dated: 8/30/23


David Levesque

Then personally appeared the above-named David Levesque, and acknowledged the foregoing to be his free act and deed before me.

Dated: 8/30/23




Print Name: Colleen J. Conway
Public/Justice of the Peace
My Commission Expires: 01-7-2027

IN WITNESS WHEREOF, Stephen Tucker has executed this Agreement voluntarily and knowingly, under seal.

Dated:

10/6/23

Steve Tucker

Stephen Tucker

Then personally appeared the above-named Steve Tucker, and acknowledged the foregoing to be his free act and deed before me.

T. Horan

Dated:

10/6/23



Print name:

Tami Horan

Notary Public/Justice of the Peace

My Commission Expires: 2-16-27

IN WITNESS WHEREOF, Jennifer Anderson has executed this Agreement voluntarily and knowingly, under seal.

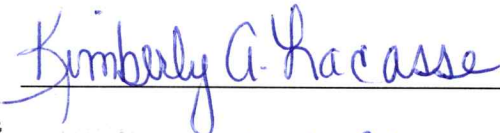
Dated: 10/5/2023



Jennifer Anderson

Then personally appeared the above-named Jennifer Anderson and acknowledged the foregoing to be his free act and deed before me.

Dated: 10/5/23



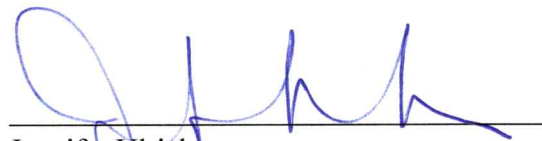
Print name: Kimberly A. Lacasse

Notary Public/Justice of the Peace

My Commission Expires: 6/28/28

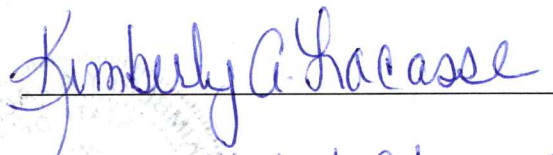
IN WITNESS WHEREOF, Jennifer Ulrich has executed this Agreement voluntarily and knowingly, under seal.

Dated: 10/05/2023


Jennifer Ulrich

Then personally appeared the above-named Jennifer Ulrich, and acknowledged the foregoing to be his free act and deed before me.

Dated: 10/5/23



Print name: Kimberly A. Lacasse

Notary Public/Justice of the Peace

My Commission Expires: 6/28/28



IN WITNESS WHEREOF, Laura Dunn has executed this Agreement voluntarily and knowingly, under seal.

Dated: 10/4/23

[Signature]

Laura Dunn

Then personally appeared the above-named Laura Dunn, and acknowledged the foregoing to be his free act and deed before me.

Dated: 10/4/23



Kimberly A. Lacasse

Print name: Kimberly A. Lacasse

Notary Public/Justice of the Peace

My Commission Expires: 6/28/28

IN WITNESS WHEREOF, Karin Salome has executed this Agreement voluntarily and knowingly, under seal.

Dated: 10/5/2023 Karin Salome
Karin Salome

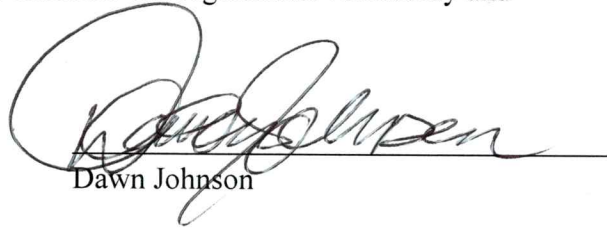
Then personally appeared the above-named Karin Salome, and acknowledged the foregoing to be his free act and deed before me.

T. Horan
Dated: 10/5/2023 Print name: Tami Horan
Notary Public/Justice of the Peace
My Commission Expires: 2-16-27

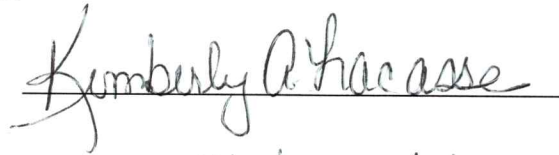


IN WITNESS WHEREOF, Dawn Johnson has executed this Agreement voluntarily and knowingly, under seal.

Dated: 10/16/23


Dawn Johnson

Then personally appeared the above-named Dawn Johnson, and acknowledged the foregoing to be his free act and deed before me.



Dated: 10/16/23



Print name: Kimberly A. Lacasse

Notary Public/Justice of the Peace

My Commission Expires: 6/28/28

IN WITNESS WHEREOF, Heather Drolet has executed this Agreement voluntarily and knowingly, under seal.

Dated:

10/5/23

Heather Drolet
Heather Drolet

Then personally appeared the above-named Heather Drolet, and acknowledged the foregoing to be his free act and deed before me.

Dated:

10/5/23



Print name:

T. Horan

Tami Horan

Notary Public/Justice of the Peace

My Commission Expires:

2-16-2027

IN WITNESS WHEREOF, Nick Grenon has executed this Agreement voluntarily and knowingly, under seal.

Dated:

10-4-23

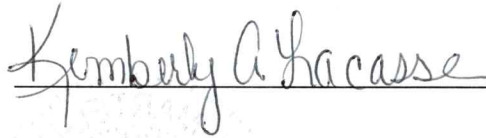


Nick Grenon

Then personally appeared the above-named Nick Grenon, and acknowledged the foregoing to be his free act and deed before me.

Dated:

10/4/23



Print name:

Kimberly A. Lacasse

Notary Public/Justice of the Peace

My Commission Expires:

6/28/28