

SOULE, LESLIE, KIDDER, SAYWARD & LOUGHMAN

P.L.L.C. • ATTORNEYS AT LAW

LEWIS SOULE (1924-1986)
BRADLEY F. KIDDER (1939-2000)

220 MAIN STREET
SALEM, NEW HAMPSHIRE 03079

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PETER H. BRONSTEIN
DAVID W. SAYWARD
BARBARA F. LOUGHMAN
MICHAEL S. ELWELL
GORDON B. GRAHAM
DIANE M. GORROW

TELEPHONE: (603) 898-9776
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16 DEPOT STREET
P.O. BOX 908
WOLFEBORO, N.H. 03894
TEL: (603) 569-8044
FAX: (603) 569-2137

August 19, 2011

PETER C. PHILLIPS
MAUREEN L. POMEROY

VIA EMAIL ONLY (dktaylor@F5.com)

Mr. David K. Taylor
16 Surrey Lane
Durham, NH 03824

Re: Oyster River Cooperative School District – Right-to-Know Law

Dear David:

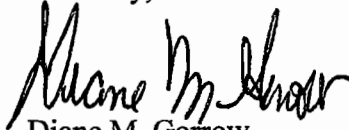
We are attaching to this letter additional documents that you requested in the Notice of Deposition to Henry Brackett.

The School District and Mr. Brackett are providing you with documents pertaining to the June meetings you listed even though those documents are not subject to disclosure under the Right-To-Know Law. The June meetings were not meetings of an advisory committee or subcommittee of the School Board. Therefore, there is no requirement that the meetings be noticed, posted or that minutes be taken.

As with the other documents disclosed to you under the Right-To-Know Law, I have redacted information that is exempt from disclosure under RSA 91-A:5, IV because it is confidential information, information the disclosure of which would constitute an invasion of privacy, or confidential attorney-client communications or work product.

I am also enclosing for you a revised time line to clarify that the June 6, 10, 13, and 14 dates are dates either on the Durham Police Department calendar of community meeting rooms, or dates reflected on attorneys' bills.

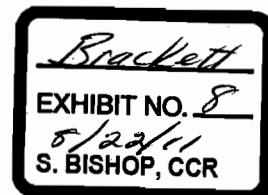
Sincerely,



Diane M. Gorrow
E-mail: gorrow@soulefirm.com

DMG:skb
Attachment

Cc: Leon Levesque, Interim Superintendent (via e-mail only)
Henry Brackett, Chairman (via e-mail only)



ORCSD School Board Time Line - Updated August 17, 2011

****UPDATED AUGUST 18, 2011**

*April 21st, and 29th

*May 20th, and 23rd (2)

**June 6th, 10th, 13th and 14th

*No documentation, i.e. notices, agendas minutes for these dates. Billing records from Hoefle for services.
**Clarification of said dates reflects appointments confirmed by Durham PD Calendar of Community Meeting Room and dates reflected on Attorney bills. The school district has no additional documentation for these dates.

June 17th

Non Public Special Meeting - Notice - Cancelled

June 20th

Non Public Special Meeting - Notice/Agenda/Minutes - on web

June 28th

Non Public Special Meeting - Notice/Minutes on web – No Agenda

June 30th (9:00 am)

Non Public Special Meeting – Cancelled – on web

June 30th (10:30 am)

Special Meeting - Notice/Agenda/Minutes - on web

July 1st

Non Public Special Meeting - Notice/Agenda/Minutes - on web

July 5th

Special Meeting Notice -Agenda/Minutes (2) – on web

July 6th

Special Meeting - Notice & Agenda (Posted as one) Minutes (2) on web

Diane Gorrow

From: "Kim Memmesheimer" <KMemmesheimer@hpgrlaw.com>
To: "Gorrow Diane" <gorrow@soulefirm.com>; <llevesque@orcscd.org>
Cc: <hfb4444@comcast.net>
Sent: Friday, August 19, 2011 10:10 AM
Subject: FW: meeting today with PR people

Here is the first in the string of the e-mails regarding the May 23rd meeting at my office.

Kim Memmesheimer

From: Ann Wright [mailto:ann_wright@comcast.net]
Sent: Monday, May 23, 2011 9:15 AM
To: Kim Memmesheimer; Henry Brackett
Subject: meeting today with PR people

Henry and Kim,

I am unable to make the meeting today due to prior obligations at that time. Also, In discussing this meeting with my husband, who is a corporate general counsel, he expressed concern that this meeting may be breaking the right-to-know law. He said that with a third-party present there is no privilege of confidentiality.

I would appreciate someone letting me know what occurs at this meeting (could a board member take minutes, perhaps?).

Thanks so much, and fingers crossed for sun (or at least a respite from rain!)

Ann

Hoefle, Phoenix, Gormley & Roberts, P.A.

402 State Street
P.O. Box 4480
Portsmouth, NH 03802-4480

Ph: 603-436-0666

Fax: 603-431-0879

Henry Brackett
2 Wheelwright Drive
Lee, NH 03861

June 30, 2011

Attention:

File #: 10157
Inv #: 34537

RE: 

DISBURSEMENTS

	Disbursements	Receipts
Jun-30-11	Communications Consulting	
	875.00	
	<hr/>	<hr/>
Totals	\$875.00	\$0.00
		<hr/>
Total Fees & Disbursements		\$875.00
Previous Balance		\$6,934.20
Previous Payments		\$0.00
		<hr/>
Balance Due Now		\$7,809.20

Please note file number or invoice number when making a payment to insure proper credit

Employer Identification No. 02-0435498

New Harbor Group
1 Davol Square
Suite 300
Providence, RI 02903

(401)831-1200
jrazzino@nharbor.com

Invoice

DATE	INVOICE #
06/30/2011	1461
TERMS	DUE DATE
Net 30	07/30/2011

BILL TO
Kimberly J.H. Memmesheimer, Esquire Hoefle, Phoenix, Gormley & Roberts, P.A. 402 State Street - P.O. Box 4480 Portsmouth, NH 03802

AMOUNT DUE	ENCLOSED
\$875.00	

Please detach top portion and return with your payment.

Activity	Amount
• Services Rendered, (7 hrs @ \$125/hr)	875.00
TOTAL	\$875.00

Diane Gorrow

From: "Kim Memmesheimer" <KMemmesheimer@hpgrlaw.com>
To: "Gorrow Diane" <gorrow@soulefirm.com>; <llevesque@orcsd.org>
Cc: <hfb4444@comcast.net>
Sent: Friday, August 19, 2011 10:11 AM
Subject: FW: ATTORNEY CLIENT PRIVILEGE -- Meeting today with PR people

Kim Memmesheimer

From: hfb4444@comcast.net [mailto:hfb4444@comcast.net]
Sent: Monday, May 23, 2011 12:49 PM
To: Kim Memmesheimer
Cc: jocelyn O'Quinn; Megan Turnbull
Subject: Re: ATTORNEY CLIENT PRIVILEGE -- Meeting today with PR people

Thank-you,
The full board will be there at 5PM today. The 4 of us will meet separately first then present to the full board directly after.

Henry

----- Original Message -----

From: "Kim Memmesheimer" <KMemmesheimer@hpgrlaw.com>
To: hfb4444@comcast.net
Cc: "jocelyn O'Quinn" <joceoquinn@yahoo.com>, "Megan Turnbull" <mmshea@chicagogsb.edu>
Sent: Monday, May 23, 2011 12:11:51 PM
Subject: ATTORNEY CLIENT PRIVILEGE -- Meeting today with PR people

Henry,

[REDACTED]

Kim Memmesheimer

From: Kim Memmesheimer
Sent: Monday, May 23, 2011 9:59 AM
To: 'hfb4444@comcast.net'
Cc: jocelyn O'Quinn; Megan Turnbull
Subject: RE: meeting today with PR people

Henry,

[REDACTED]

[REDACTED]

Kim

Kim Memmesheimer

From: hfb4444@comcast.net [mailto:hfb4444@comcast.net]
Sent: Monday, May 23, 2011 9:52 AM
To: Kim Memmesheimer
Cc: jocelyn O'Quinn; Megan Turnbull
Subject: Re: meeting today with PR people

Kim,
We will all but one be at your office at 5PM today.

[REDACTED]

Maybe Megan, Jocelyn, myself and you could meet with the third party at your office tonight and bring his recommendation to the waiting board members tonight. I and the rest of the board want this to move forward. Let me know your ideas.

Henry

----- Original Message -----

From: "Ann Wright" <ann_wright@comcast.net>
To: kmemmesheimer@hpglaw.com, "Henry Brackett" <hfb4444@comcast.net>
Sent: Monday, May 23, 2011 9:15:04 AM
Subject: meeting today with PR people

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To: "Gorrow Diane" <gorrow@soulefirm.com>; <llevesque@orcsd.org>
Cc: <hfb4444@comcast.net>
Sent: Friday, August 19, 2011 10:12 AM
Subject: FW: ATTORNEY CLIENT PRIVILEGE -- Meeting today with PR people

Kim Memmesheimer

From: Jocelyn O'Quinn [mailto:joceoquinn@yahoo.com]
Sent: Monday, May 23, 2011 1:33 PM
To: Kim Memmesheimer; hfb4444@comcast.net
Cc: Megan Turnbull
Subject: Re: ATTORNEY CLIENT PRIVILEGE -- Meeting today with PR people

thanks, Kim. Henry- what is schedule? We meet with Kim and Megan and PR at 5 (could we do 4:45?) and then the full board at 5:30? I do have to leave around 6 so I can't meet all night- it is my birthday!

--- On Mon, 5/23/11, hfb4444@comcast.net <hfb4444@comcast.net> wrote:

From: hfb4444@comcast.net <hfb4444@comcast.net>
Subject: Re: ATTORNEY CLIENT PRIVILEGE -- Meeting today with PR people
To: "Kim Memmesheimer" <KMemmesheimer@hpgrlaw.com>
Cc: "jocelyn O'Quinn" <joceoquinn@yahoo.com>, "Megan Turnbull" <mmshea@chicagogsb.edu>
Date: Monday, May 23, 2011, 12:49 PM

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To: hfb4444@comcast.net
Cc: "jocelyn O'Quinn" <joceoquinn@yahoo.com>, "Megan Turnbull" <mmshea@chicagogsb.edu>
Sent: Monday, May 23, 2011 12:11:51 PM
Subject: ATTORNEY CLIENT PRIVILEGE -- Meeting today with PR people

Henry,

I have completed some brief research on the issue. Attorney work-product is protected, but it is not as definitively protected as a meeting with counsel out of the presence of third-parties. To be on the safe side, I would recommend that you, me, Megan and Jocelyn meet with the PR person, create a plan and then meet with the entire board for consultation.

Kim Memmesheimer

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Sent: Monday, May 23, 2011 9:59 AM
To: 'hfb4444@comcast.net'
Cc: jocelyn O'Quinn; Megan Turnbull
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Ann

june 20
june 26

may 2011
S M T W T F S
1 2 3 4 5 6
8 9 10 11 12
15 16 17 18 19
22 23 24 25 26
29 30 31

20 monday

7 Call more candidates

8 5 AM

9 [redacted]
10 [redacted]
11 [redacted]
12 [redacted]

1 [redacted]
2 [redacted]
3 [redacted]
4 [redacted]
5 [redacted]
6 [redacted]

21 tuesday

7 Miss Day School

8 1 [redacted]

9 schedule meeting w/ workshop ABC

7:00

10 [redacted]
11 [redacted]
12 [redacted]

Sara - Kristin

School Board 2010 - Kristin

Miss Fygon - [redacted] - [redacted]

Miss [redacted] - [redacted]

Miss [redacted] - [redacted]

Miss [redacted] - [redacted]

Miss [redacted] - [redacted]

Miss [redacted] - [redacted]

Miss [redacted] - [redacted]

Miss [redacted] - [redacted]

Miss [redacted] - [redacted]

Miss [redacted] - [redacted]

Miss [redacted] - [redacted]

Miss [redacted] - [redacted]

22 wednesday

7 [redacted]

8 [redacted]

9 [redacted]

10 [redacted]

11 [redacted]

12 [redacted]

1 [redacted]

2 [redacted]

3 [redacted]

4 [redacted]

5 [redacted]

6 [redacted]

ABC August

100 Special S O meeting

1000

1000

1000

1000

1000

june 2011

S M T W T F S
1 2 3 4
5 6 7 8 9 10 11
12 13 14 15 16 17 18
19 20 21 22 23 24 25
26 27 28 29 30
31

23 thursday

7 [redacted] Non Public

8 [redacted]

9 [redacted] Michelle Lomago (David)?

10 [redacted]

11 [redacted]

12 [redacted]

24 friday

7 [redacted] Important Things to be done

8 [redacted]

9 [redacted] Attorney - Email

10 [redacted] Fee for Search

11 [redacted]

12 [redacted]

25 saturday

7 [redacted]

8 [redacted]

9 [redacted]

10 [redacted]

11 [redacted]

12 [redacted]

26 sunday

7 [redacted]

8 [redacted]

9 [redacted]

10 [redacted]

11 [redacted]

12 [redacted]

Blair Alford

June 13
June 19

May 2011
S M T W T F S
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15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30 31

June 2011
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19 20 21 22 23 24 25
26 27 28 29 30
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July 2011
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13 Monday

6:20 10C
1 1.45 - meetings
2 9.16 - RETIREMENT
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14 Tuesday

flag day
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15 Wednesday

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16 Thursday

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18 Saturday

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19 Sunday

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may 2011
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may 2011
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may 2011
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19 20 21 22 23 24 25
26 27 28 29 30
31

june 6
june 12

Blumchen

Call Kim Mon Night

Thursday
9 Paul Kincheloe Taylor

1 missing Zarkov
2 Super
3 Decision

7 [redacted]
8 [redacted]
9 [redacted]
10 [redacted]
11 [redacted]
12 [redacted]

10 Kim

Friday
10

1 Graduation

2 [redacted]

3 Police Conference Room

4 [redacted]

7 [redacted]
8 [redacted]
9 [redacted]
10 [redacted]
11 [redacted]
12 [redacted]

Saturday
11

1 [redacted]
2 [redacted]
3 [redacted]
4 [redacted]
5 [redacted]
6 [redacted]

Sunday
12

1 [redacted]
2 [redacted]
3 [redacted]
4 [redacted]
5 [redacted]
6 [redacted]

Monday
6

7 M. ASKWAY call to Bob

8 [redacted]

9 [redacted]

10 [redacted]

11 [redacted]

12 [redacted]

Tuesday
7

1 Sign Diploma

2 [redacted]

3 [redacted]

4 [redacted]

6 [redacted]

7 [redacted]

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9 [redacted]

10 [redacted]

11 [redacted]

12 [redacted]

Wednesday
8

1 [redacted]

2 [redacted]

3 [redacted]

4 [redacted]

5 [redacted]

7:00 SF

may 30
june 5

NHSA

46 Donovan #3

1-826-7234
22-58-3220

april 2011
S M T W T F S
3 4 5 6 7 8 9
10 11 12 13 14 15 16
17 18 19 20 21 22 23 24 25
26 27 28 29 30 31

30 monday
Durham Parade - Soldiers Howard

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10	4
11	5
12	6

31 tuesday
messing w/

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8	2
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10	4
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12	6

1 wednesday

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12	6

Ms. Eagan Note

may 2011
S M T W T F S
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15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30 31

2 thursday

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3 friday
Legion call. ~~Pass~~ Howard

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12	6

4 saturday

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june 2011
S M T W T F S
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12 13 14 15 16 17 18
19 20 21 22 23 24 25
26 27 28 29 30

5 sunday

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6 monday

7	1
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12	6

7 tuesday

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Blanchard

M A v K
Joyce

Ms. Eagan Note

june 2011

may 2011
 S M T W T F S
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june 2011
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july 2011
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august 2011
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september 2011
 S M T W T F S
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notes

sunday

monday

tuesday

wednesday

thursday

friday

saturday

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14

15 ^{2nd}

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notes

Blair A. Hunt

may 23
may 29

april 2011
S M T W T F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30

23 monday

1 what is School Days for Memorial Day
2
3
4 Non-meeting
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10 10:30 - Durham Library
11
12

24 tuesday

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25 wednesday

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SB
7:00 - 8:15 - Sports
Gymnasium

may 2011
S M T W T F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30 31

26 thursday

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27 friday

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mohammad
#HS-625
MS = 625
EA 608
495

28 saturday

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29 sunday

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Blum Richard

may 16

may 22

april 2011
S M T W T F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30 31

April 6-11

16 monday

7

8 Kim

9 ANN Lane's House

10

11 Operation Meeting
John + Cameron
Sara

12 call-sound

17 tuesday

7 Cam Kim

8 work Board Members

9

10 SAM agenda
Search Committee

11

18 wednesday

7

8 Cam Kim

9

10

11

12

may 2011

S M T W T F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30 31

19 thursday

7

8

9 MW - PTG - Volunteer Breakfast

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12

20 friday

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9 skin & mooney

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12

21 saturday

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8

9 MAST WAY

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22 sunday

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12

4:00

low fenn

© 2010 FlipHead

may 9

may 15

april 2011
S M T W T F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30 31

9 monday

RS [unclear]

75 RW
no [unclear] - [unclear]

1 [unclear]
2 [unclear]
3 [unclear]
4 [unclear]
5 [unclear]
6 [unclear]

10 tuesday

ChM Krista - Board

US PTO Library

7 [unclear]
8 [unclear]
9 [unclear]
10 [unclear]
11 [unclear]
12 [unclear]

11 wednesday

7 [unclear]
9 [unclear]
10 [unclear]
11 [unclear]
12 [unclear]

4 Thanks - PTO

6 [unclear]

may 2011

S M T W T F S
1 2 3 4 5 6 7
8 9 10 11 12 13 14
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29 30 31

12 thursday

5000 letter - [unclear]

7 [unclear]
8 [unclear]
9 [unclear]
10 [unclear]
11 [unclear]
12 [unclear]

2000 - His Play -

13 friday

7 [unclear]
8 [unclear]
9 [unclear]
10 [unclear]
11 [unclear]
12 [unclear]

14 saturday

7 [unclear]
8 [unclear]
9 [unclear]
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12 [unclear]

15 sunday

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4 [unclear]
5 [unclear]
6 [unclear]

Plan Ahead

Blum-Adams

may 2011
 S M T W T F S
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june 2011
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5 thursday

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 12 6

① Core Comm. H20 SAU
 no. Bond

6 friday

7
 8
 9
 10
 11
 12

① Durham Council Room
 5:00 - 6:00 PM
 @

7 saturday

8 sunday

mother's day

7 1
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 10 4
 11 5
 12 6

april 2011
 S M T W T F S
 3 4 5 6 7 8 9
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 24 25 26 27 28 29 30

2 monday operation meetings

7
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① operation committee Sat

3 tuesday

7
 8
 9
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 12

Travis up front
 Trencher Appraisal - Dan
 @ SAU - Angela
 @ SAU - Angela
 call for meeting in field

4 wednesday

7
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may 2011

april 2011
 S M T W T F S
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may 2011
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June 2011
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July 2011
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August 2011
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sunday

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8
 mother's day

15

22

29

Monday

2

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16

23

30
 memorial day

tuesday

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17

24

31

wednesday

4
 4 Gen. 1d
 3/16 - SFS
 2 MoH - School

11
 11
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18

25

notes

thursday

5
 5
 Reports 6:30 AM
 Questions
 Hike to understand -
 4/27

12
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19

26

notes

friday

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notes

saturday

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 armed forces day

28

notes

Blair Island

Blair Island
 Bullying Policy KCP
 Compliance

april 25

may 1

25 monday

7 call attorney
8 Brian's Comm

1 SAK - Sub C

9 330 San Antonio

2 SAC - [unclear]

10

4
5
6 [redacted]

26 tuesday

7 call Attorney for Socia
8 PTO - public school

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11 [redacted]

27 wednesday

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april 2011
S M T W T F S
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22 23 24 25 26 27 28
29 30 31

28 thursday

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8 call Kim's
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10
11
12 [redacted]

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29 friday

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12 [redacted]

Kim's office
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6 [redacted]

12/10 Kim's office
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30 saturday

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12 [redacted]

1 sunday
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april 18
april 24

18 monday

@ 8-11:00am

7 [redacted]
 8 [redacted]
 9 [redacted]
 10 [redacted]
 11 [redacted]
 12 [redacted]

19 tuesday

7 what are your plans?
 8 about [redacted]
 9 [redacted]
 10 [redacted]
 11 [redacted]
 12 [redacted]

20 wednesday

7 [redacted]
 8 [redacted]
 9 [redacted]
 10 [redacted]
 11 [redacted]
 12 [redacted]

april 2011
 S M T W T F S
 1 2 3 4 5 6 7
 8 9 10 11 12 13 14
 15 16 17 18 19 20 21
 22 23 24 25 26 27 28
 29 30 31

21 thursday

7 [redacted]
 8 [redacted]
 9 Sign Contracts SAU
 10 [redacted]
 11 [redacted]
 12 [redacted]

22 friday

7 [redacted]
 8 [redacted]
 9 [redacted]
 10 [redacted]
 11 Call Prime Gallow
 meeting w/ Howard
 12 [redacted]

23 saturday

7 [redacted]
 8 [redacted]
 9 [redacted]
 10 [redacted]
 11 [redacted]
 12 [redacted]

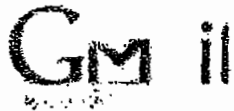
good friday

sunday

24

easter sunday

↑ EASTER



James Kach <jkach55@gmail.com>

Guidance for interim Superintendent

hfb4444@comcast.net <hfb4444@comcast.net>

Sun, Jun 12, 2011 at 8:47 PM

To: Megan Turnbull <mmshea@chicagogsb.edu>, Jim Kach <jkach55@gmail.com>

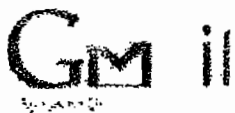
Megan and Jim,

I have set up a meeting on Tuesday to meet with Dr. Lyonel Tracy to discuss the interim Superintendent position. He is not a candidate but will share his insight on the type of individual we would want. I think he could help to justify the person we pick.

Jim, I know you might not be there but I wanted you know about this meeting.

Megan I hope you can make this meeting. He lives in Vermont and has limited time so I let him pick the time and date.

Henry



James Kach <jkach55@gmail.com>

Fwd: FYI Interim Superintendent Position

hfb4444@comcast.net <hfb4444@comcast.net>

Wed, Jun 8, 2011 at 5:15 PM

To: Megan Turnbull <mmshea@chicagogsb.edu>, Jim Kach <jkach55@gmail.com>

This info is for you to be prepared for Friday Meeting to interview [REDACTED] at the Durham Police Department this Friday at 9:20AM.

Henry

----- Forwarded Message -----

From: [REDACTED]

To: hfb4444@comcast.net

Sent: Tuesday, May 31, 2011 9:26:59 PM

Subject: Interim Superintendent Position

Henry,

Attached are my letter of interest and resume as per your request.

I look to hearing from you.

[REDACTED]

2 attachments

 **OysterRiver intro letter.doc**
26K

 **resumeOysterRiver.doc**
54K



James Kach <jkach55@gmail.com>

Re: Interim Superintendent Position

hfb4444@comcast.net <hfb4444@comcast.net>

Mon, Jun 6, 2011 at 9:09 PM

To: [Redacted]

Cc: Jim Kach <jkach55@gmail.com>, Megan Turnbull <mmshea@chicagogsb.edu>

[Redacted]

Sorry it took so long to get back to you. I would like to set up an interview this Friday morning if possible at 9:30 in Durham. The interview would be with three board members. Please email me if the day and the time are agreeable. If not let me know what would be an alternative date and time, possible another time on Friday or Monday, June 13th.

If you want feel free to call me at my home 659-0212 any time.

Have a nice evening.

Henry

----- Original Message -----

From: [Redacted]

To: hfb4444@comcast.net

Sent: Tuesday, May 31, 2011 9:26:59 PM

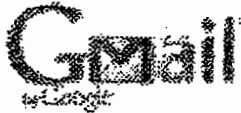
Subject: Interim Superintendent Position

Henry,

Attached are my letter of interest and resume as per your request.

I look to hearing from you.

[Redacted]



James Kach <jkach55@gmail.com>

Fwd:a request

hfb4444@comcast.net <hfb4444@comcast.net>

Wed, Jun 8, 2011 at 5:21 PM

To: [redacted]
Cc: Jim Kach <jkach55@gmail.com>, Megan Turnbull <mmshea@chicagogsb.edu>

[redacted]

Can you please sent me and these other board members your resume and your curriculum vitae for our review for Monday's meeting.

Thank-you.

Henry

----- Forwarded Message -----

From: hfb4444@comcast.net

To: [redacted]

Sent: Tuesday, June 7, 2011 8:47:29 PM

Subject: Re: Good Morning

[redacted]

We can meet on Monday, 6-13-11 at 11:00 AM at the Durham Police Department, 86 Dover Road (Rt. 108), Durham, NH 03824. My cell phone is [redacted] if you need to call me .

I will have two other board members there at the interview.

See you on Monday.

Henry

----- Original Message -----

From: [redacted]

To: hfb4444@comcast.net

Sent: Tuesday, June 7, 2011 11:30:52 AM

Subject: Re: Good Morning

Henry,

Thank you for contacting me. Can we meet on Monday, June 13th? Shall I meet you at 11:00 am at Oyster River High School, or another location and time?

[redacted]

From: "hfb4444@comcast.net" <hfb4444@comcast.net>

To: [redacted]

Sent: Mon, June 6, 2011 9:28:16 PM
Subject: Re: Good Morning

[REDACTED]
Sorry it took so long to get back to you. I would like to set up an interview this Friday morning if possible at 11:00 in Durham. The interview would be with three board members. Please email me if the day and the time are agreeable. If not let me know what would be an alternative date and time, possible another time on Friday or Monday, June 13th.

If you want feel free to call me at my home [REDACTED] or cell [REDACTED] any time.

Have a nice evening.

Henry

----- Original Message -----

From: [REDACTED]
To: hfb4444@comcast.net
Sent: Tuesday, May 31, 2011 10:36:09 AM
Subject: Good Morning

Mr. Brackett,

My cell number is [REDACTED] or home at [REDACTED]

[REDACTED]

If you have an interest in an interim Superintendent, I would be interested in speaking with you about the needs you have. As a retiree, I am only allowed to work 30 hours per week under the retirement system. I would be glad to provide references including the last two school board chairs if you wish.

I would be glad to have a conversation at your convenience.

Thank you,

[REDACTED]

Susan Brissette

From: Ann Wright [ann_wright@comcast.net]
Sent: Wednesday, June 22, 2011 5:36 AM
To: Wendy DiFrusco
Subject: Fw: Notes on Interim

RTK re: interim supt. search

From: Jocelyn O'Quinn
Sent: Thursday, June 16, 2011 12:39 PM
To: hfb4444@comcast.net ; Ann Wright
Cc: joceoquinn@yahoo.com
Subject: Notes on Interim

here are the notes I took last night regarding the board's discussion about an interim- please review and make changes as necessary and then please forward to wendy to post and cc me. Also, we will need to post the press release surrounding the separation agreement first and then provide a link in the first paragraph below. Ideally there should be a link to this on the front page and then a link under school board. thanks, Jocelyn

ORCSD Interim Superintendent Search Process

At the School Board meeting on June 15, 2011, the School Board announced a mutual separation agreement with Superintendent Howard Colter effective June 30, 2011. See xx for more details.

In light of this announcement, the School Board discussed plans to hire an interim Superintendent. Currently the Board is identifying potential candidates and will schedule preliminary interviews with the Board and representatives from the Central Office. Following these interviews, final candidates will be selected and a public interview will be scheduled.

On the meeting of June 15, 2011, the Board also held a discussion about the criteria for an interim superintendent and the following qualities and experience were discussed as important:

- Many years experience as an educator and classroom instructor
- Prior experience as a Superintendent
- Experience in managing change or transition
- Collaborative leader
- Leadership mentoring skills
- Ability to work collaboratively and support the ongoing leadership initiatives
- Ability to calm the waters and set the stage for a successful transition to a new Superintendent
- Ability to work effectively with the Board and the community
- Background in policies
- Ability to facilitate the strategic planning process
- Experience in the state of New Hampshire

Updates regarding this process (including public interview times) will be posted shortly.

Susan Brissette

From: Ann Wright [ann_wright@comcast.net]
Sent: Wednesday, June 22, 2011 5:36 AM
To: Wendy DiFrusco
Subject: Fw: Fw: Notes on Interim

RTK re: interim supt. search

From: Jocelyn O'Quinn
Sent: Thursday, June 16, 2011 8:47 PM
To: hfb4444@comcast.net ; Ann Wright
Cc: joceoquinn@yahoo.com
Subject: Re: Fw: Notes on Interim

Hi- Since I have not heard back from either of you and this is very time sensitive, please disregard the message below. Instead I'll check with another board member to make sure my notes are accurate and send to Wendy to post.
thks, jocelyn

--- On Thu, 6/16/11, Jocelyn O'Quinn <joceoquinn@yahoo.com> wrote:

From: Jocelyn O'Quinn <joceoquinn@yahoo.com>
Subject: Fw: Notes on Interim
To: "hfb4444@comcast.net" <hfb4444@comcast.net>, "Ann Wright" <ann_wright@comcast.net>
Cc: joceoquinn@yahoo.com
Date: Thursday, June 16, 2011, 3:43 PM

revised version below I had some time to edit my first draft, please review asap.

First, please post the announcement made last night. Then review the doc below and send to Wendy asap to post on the front page of the website and in the SB webpage .

ORCSD Interim Superintendent Search Process

The Oyster River School District is seeking an interim Superintendent to begin work as early as July 1, 2011. At the July 15, 2011 School Board meeting, the Board approved a process for candidate selection.

Per the approved process School Board Chair Henry Brackett, will identify potential candidates and will schedule interviews with the full Board and representatives from the District's Leadership Team. Following the interviews, final candidate(s) will be selected and a public interview will be scheduled. After the public interview, the Board will deliberate in a non-public session, per RSA 91-A:3, II (b). Following deliberations the Board will select and announce the new interim Superintendent.

During the July 15, 2011 meeting the Board also outlined criteria for candidate selection as follows:

- Experience as an educator and classroom instructor

- Prior experience as a Superintendent
- Experience in managing change or transition
- Collaborative leadership skills
- Leadership mentoring skills
- Ability to work collaboratively and support the on going leadership initiatives
- Ability to calm the waters and set the stage for a successful transition to a permanent Superintendent
- Ability to work effectively with the Board and the community
- Background in school district policies
- Ability to facilitate the strategic planning process
- Experience in the state of New Hampshire

Updates regarding the aforementioned process including public interview details will be posted when available.

Susan Brissette

From: Ann Wright [ann_wright@comcast.net]
Sent: Wednesday, June 22, 2011 5:36 AM
To: Wendy DiFruscio
Subject: Fw: Fw: Notes on Interim

RTK re: interim supt. search

From: Ann Wright
Sent: Friday, June 17, 2011 5:25 AM
To: Jocelyn O'Quinn
Subject: Re: Fw: Notes on Interim

I'm sorry Jocelyn. I was running around like mad yesterday.

First, change the board meeting to June 15. Twice you state July 15.

Otherwise I like the sound of it! Thanks so much for doing this.

Ann

From: Jocelyn O'Quinn
Sent: Thursday, June 16, 2011 8:47 PM
To: hfb4444@comcast.net ; Ann Wright
Cc: joceoquinn@yahoo.com
Subject: Re: Fw: Notes on Interim

Hi- Since I have not heard back from either of you and this is very time sensitive, please disregard the message below. Instead I'll check with another board member to make sure my notes are accurate and send to Wendy to post.
thks, jocelyn

--- On Thu, 6/16/11, Jocelyn O'Quinn <joceoquinn@yahoo.com> wrote:

From: Jocelyn O'Quinn <joceoquinn@yahoo.com>
Subject: Fw: Notes on Interim
To: "hfb4444@comcast.net" <hfb4444@comcast.net>, "Ann Wright" <ann_wright@comcast.net>
Cc: joceoquinn@yahoo.com
Date: Thursday, June 16, 2011, 3:43 PM

revised version below I had some time to edit my first draft, please review asap.

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ORCSD Interim Superintendent Search Process

The Oyster River School District is seeking an interim Superintendent to begin work as early as July 1, 2011. At the July 15, 2011 School Board meeting, the Board approved a process for candidate selection.

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During the July 15, 2011 meeting the Board also outlined criteria for candidate selection as follows:

- Experience as an educator and classroom instructor
- Prior experience as a Superintendent
- Experience in managing change or transition
- Collaborative leadership skills
- Leadership mentoring skills
- Ability to work collaboratively and support the on going leadership initiatives
- Ability to calm the waters and set the stage for a successful transition to a permanent Superintendent
- Ability to work effectively with the Board and the community
- Background in school district policies
- Ability to facilitate the strategic planning process
- Experience in the state of New Hampshire

Updates regarding the aforementioned process including public interview details will be posted when available.

Susan Brissette

From: Jocelyn O'Quinn [joceoquinn@yahoo.com]
Sent: Tuesday, June 28, 2011 11:38 AM
To: Wendy DiFrusco
Cc: joceoquinn@yahoo.com
Subject: Fw: What is your availability on Tuesday to talk to the communications specialist

--- On Fri, 6/17/11, Megan Turnbull <mmshea@chicagogsb.edu> wrote:

From: Megan Turnbull <mmshea@chicagogsb.edu>
Subject: What is your availability on Tuesday to talk to the communications specialist
To: "Krista Butts" <kbutts@orcsd.org>, "Jocelyn O'Quinn" <joceoquinn@yahoo.com>
Date: Friday, June 17, 2011, 12:15 PM

Hi Krista and Jocelyn,

What time are you available on Tuesday for a call with Rhoades Alderson? Rhoades is the person I found who is willing to help you both prepare for an interview with the press.

Let me know and I will pass this information on to him and help set up the call.

Thanks,

Megan

Susan Brissette

From: Jocelyn O'Quinn [joceoquinn@yahoo.com]
Sent: Tuesday, June 28, 2011 11:37 AM
To: Wendy DiFrusco
Cc: joceoquinn@yahoo.com
Subject: Fw: Call Scheduled for 10AM Tuesday

--- On Fri, 6/17/11, Megan Turnbull <mmshea@chicagogsb.edu> wrote:

From: Megan Turnbull <mmshea@chicagogsb.edu>
Subject: Call Scheduled for 10AM Tuesday
To: "Krista Butts" <kbutts@orcsd.org>, "Jocelyn O'Quinn" <joceoquinn@yahoo.com>
Date: Friday, June 17, 2011, 3:10 PM

Hi Krista and Jocelyn,

I set up the call with Rhoades Alderson for 10AM on Tuesday. Again, Rhoades is going to help with preparing for the interview with the press.

I will forward the conference dial-in details once I have them.

Krista- I will see if we can change the meeting time with [REDACTED] but I want to first confirm that you would like to attend with me. I left you a voice mail about this.

Thanks,

Megan

Susan Brissette

From: Jocelyn O'Quinn [jocoequinn@yahoo.com]
Sent: Tuesday, June 28, 2011 11:37 AM
To: Wendy DiFruscio
Cc: jocoequinn@yahoo.com
Subject: Fw: Conference bridge for Tuesday's call


--- On Fri, 6/17/11, Megan Turnbull <mmshea@chicagogsb.edu> wrote:

From: Megan Turnbull <mmshea@chicagogsb.edu>
Subject: Conference bridge for Tuesday's call
To: "Jocelyn O'Quinn" <jocoequinn@yahoo.com>, "Krista Butts" <kbutts@orcsd.org>
Date: Friday, June 17, 2011, 8:13 PM

Hi Jocelyn and Krista,

Here are all the details for our call with Rhoades on Tuesday at 10AM:

1-888-394-8197 (call-in number)

 (participant's code)

Have a great weekend!

Megan

Susan Brissette

From: Jocelyn O'Quinn [joceoquinn@yahoo.com]
Sent: Tuesday, June 28, 2011 11:33 AM
To: Wendy DiFrusco
Cc: joceoquinn@yahoo.com
Subject: Fw: Re: Next steps with the press

--- On Fri, 6/17/11, Jocelyn O'Quinn <joceoquinn@yahoo.com> wrote:

From: Jocelyn O'Quinn <joceoquinn@yahoo.com>
Subject: Re: Next steps with the press
To: "Rhoades Alderson" <ralderson@nharbor.com>, "Megan Turnbull" <mmshea@chicagogsb.edu>
Cc: "Henry Brackett" <hfb4444@comcast.net>, "Skip Hanson" <skip_hanson@newenglandssc.org>
Date: Friday, June 17, 2011, 9:51 AM

Thanks for sending this email. Krista and I are also available today before 2:00.

Also, here are some links regarding current press:

http://www.fosters.com/apps/pbcs.dll/article?AID=/20110617/GJNEWS_01/706179945

http://www.fosters.com/apps/pbcs.dll/article?AID=/20110616/GJNEWS_01/706169679/-1/FOSNEWS0102&template=GreatBayRegion

<http://forenh.org/2011/06/09/support-for-superintendent/>

--- On Fri, 6/17/11, Megan Turnbull <mmshea@chicagogsb.edu> wrote:

From: Megan Turnbull <mmshea@chicagogsb.edu>
Subject: Next steps with the press
To: "Rhoades Alderson" <ralderson@nharbor.com>
Cc: "Jocelyn O'Quinn" <joceoquinn@yahoo.com>, "Henry Brackett" <hfb4444@comcast.net>, "Skip Hanson" <skip_hanson@newenglandssc.org>
Date: Friday, June 17, 2011, 8:32 AM

Good Morning Rhoades,

I want to see if we can move forward with the call to help the two board members prepare for an interview with the press.

At the Wednesday board meeting, Jocelyn received board approval to talk to the press with another board member. She and Krista Butts will be the ones speaking to the press. Henry is setting up the meeting for next week.

As a result, Jocelyn and Krista should have a call with you to prepare for this interview.

Are you available to help them either today, Monday, or Tuesday? Also, if you are able to talk on Saturday, that may work as well.

I would like Henry or myself to be involved on this call as well. It can only be three board members total.

Thanks,

Megan

Susan Brissette

From: Jocelyn O'Quinn [joceoquinn@yahoo.com]
Sent: Tuesday, June 28, 2011 11:32 AM
To: Wendy DiFrusco
Cc: joceoquinn@yahoo.com
Subject: Fw: Re: Fw: Notes on Interim

--- On Thu, 6/16/11, Jocelyn O'Quinn <joceoquinn@yahoo.com> wrote:

From: Jocelyn O'Quinn <joceoquinn@yahoo.com>
Subject: Re: Fw: Notes on Interim
To: "hfb4444@comcast.net" <hfb4444@comcast.net>, "Ann Wright" <ann_wright@comcast.net>
Cc: joceoquinn@yahoo.com
Date: Thursday, June 16, 2011, 8:47 PM

Hi- Since I have not heard back from either of you and this is very time sensitive, please disregard the message below. Instead I'll check with another board member to make sure my notes are accurate and send to Wendy to post.
thks, jocelyn

--- On Thu, 6/16/11, Jocelyn O'Quinn <joceoquinn@yahoo.com> wrote:

From: Jocelyn O'Quinn <joceoquinn@yahoo.com>
Subject: Fw: Notes on Interim
To: "hfb4444@comcast.net" <hfb4444@comcast.net>, "Ann Wright" <ann_wright@comcast.net>
Cc: joceoquinn@yahoo.com
Date: Thursday, June 16, 2011, 3:43 PM

revised version below I had some time to edit my first draft, please review asap.

First, please post the announcement made last night. Then review the doc below and send to Wendy asap to post on the front page of the website and in the SB webpage .

ORCSD Interim Superintendent Search Process

The Oyster River School District is seeking an interim Superintendent to begin work as early as July 1, 2011. At the July 15, 2011 School Board meeting, the Board approved a process for candidate selection.

Per the approved process School Board Chair Henry Brackett, will identify potential candidates and will schedule interviews with the full Board and representatives from the District's Leadership Team. Following the interviews, final candidate(s) will be selected and a public interview will be scheduled. After the public interview, the Board will deliberate in a non-public session, per

RSA 91-A:3, II (b). Following deliberations the Board will select and announce the new interim Superintendent.

During the July 15, 2011 meeting the Board also outlined criteria for candidate selection as follows:

- Experience as an educator and classroom instructor
- Prior experience as a Superintendent
- Experience in managing change or transition
- Collaborative leadership skills
- Leadership mentoring skills
- Ability to work collaboratively and support the on going leadership initiatives
- Ability to calm the waters and set the stage for a successful transition to a permanent Superintendent
- Ability to work effectively with the Board and the community
- Background in school district policies
- Ability to facilitate the strategic planning process
- Experience in the state of New Hampshire

Updates regarding the aforementioned process including public interview details will be posted when available.

Susan Brissette

From: Jocelyn O'Quinn [joceoquinn@yahoo.com]
Sent: Tuesday, June 28, 2011 11:20 AM
To: Wendy DiFrusco
Subject: Fw: Re: Fw: Notes on Interim

--- On Fri, 6/17/11, Ann Wright <ann_wright@comcast.net> wrote:

From: Ann Wright <ann_wright@comcast.net>
Subject: Re: Fw: Notes on Interim
To: "Jocelyn O'Quinn" <joceoquinn@yahoo.com>
Date: Friday, June 17, 2011, 5:25 AM

I'm sorry Jocelyn. I was running around like mad yesterday.

First, change the board meeting to June 15. Twice you state July 15.

Otherwise I like the sound of it! Thanks so much for doing this.

Ann

From: Jocelyn O'Quinn
Sent: Thursday, June 16, 2011 8:47 PM
To: hfb4444@comcast.net ; Ann Wright
Cc: joceoquinn@yahoo.com
Subject: Re: Fw: Notes on Interim

Hi- Since I have not heard back from either of you and this is very time sensitive, please disregard the message below. Instead I'll check with another board member to make sure my notes are accurate and send to Wendy to post.
thks, jocelyn

--- On Thu, 6/16/11, Jocelyn O'Quinn <joceoquinn@yahoo.com> wrote:

From: Jocelyn O'Quinn <joceoquinn@yahoo.com>
Subject: Fw: Notes on Interim
To: "hfb4444@comcast.net" <hfb4444@comcast.net>, "Ann Wright" <ann_wright@comcast.net>
Cc: joceoquinn@yahoo.com
Date: Thursday, June 16, 2011, 3:43 PM

revised version below I had some time to edit my first draft, please review asap.

First, please post the announcement made last night. Then review the doc below and send to Wendy asap to post on the front page of the website and in the SB webpage .

ORCSD Interim Superintendent Search Process

The Oyster River School District is seeking an interim Superintendent to begin work as early as July 1, 2011. At the July 15, 2011 School Board meeting, the Board approved a process for candidate selection.

Per the approved process School Board Chair Henry Brackett, will identify potential candidates and will schedule interviews with the full Board and representatives from the District's Leadership Team. Following the interviews, final candidate(s) will be selected and a public interview will be scheduled. After the public interview, the Board will deliberate in a non-public session, per RSA 91-A:3, II (b). Following deliberations the Board will select and announce the new interim Superintendent.

During the July 15, 2011 meeting the Board also outlined criteria for candidate selection as follows:

- Experience as an educator and classroom instructor
- Prior experience as a Superintendent
- Experience in managing change or transition
- Collaborative leadership skills
- Leadership mentoring skills
- Ability to work collaboratively and support the on going leadership initiatives
- Ability to calm the waters and set the stage for a successful transition to a permanent Superintendent
- Ability to work effectively with the Board and the community
- Background in school district policies
- Ability to facilitate the strategic planning process
- Experience in the state of New Hampshire

Updates regarding the aforementioned process including public interview details will be posted when available.

Susan Brissette

From: Jocelyn O'Quinn [joceoquinn@yahoo.com]
Sent: Tuesday, June 28, 2011 11:10 AM
To: Wendy DiFrusco
Cc: joceoquinn@yahoo.com
Subject: Fw: Re: additional press releases

--- On Wed, 6/15/11, Ann Wright <ann_wright@comcast.net> wrote:

From: Ann Wright <ann_wright@comcast.net>
Subject: Re: additional press releases
To: "Jocelyn O'Quinn" <joceoquinn@yahoo.com>, "Henry Brackett" <hfb4444@comcast.net>
Date: Wednesday, June 15, 2011, 4:40 PM

That sounds good. See you later.

From: Jocelyn O'Quinn
Sent: Wednesday, June 15, 2011 4:25 PM
To: Henry Brackett ; Ann Wright
Subject: Re: additional press releases

We did not draft documents - instead we will discuss options tonight, but we decided (for many reasons) not to draft documents ahead of time.

--- On Wed, 6/15/11, Ann Wright <ann_wright@comcast.net> wrote:

From: Ann Wright <ann_wright@comcast.net>
Subject: additional press releases
To: "Henry Brackett" <hfb4444@comcast.net>, "Jocelyn O'Quinn" <joceoquinn@yahoo.com>
Date: Wednesday, June 15, 2011, 3:38 PM

I have never rec'd copies of any FAQ sheet or additional press releases as we spoke about Monday night. Were they written? I don't think we should have the board read them for the first time at the board table and then vote whether to release them or not. It is very awkward reading documents at live meetings - feeling rushed and pressured. I hope we are not put in this position. Perhaps the board could have a day or so to read them and then we could decide on their release? ~A

Susan Brissette

From: Jeffrey Butts [jeffandkristabutts@comcast.net]
Sent: Friday, June 24, 2011 5:00 PM
To: Wendy DiFruscio
Subject: FW: Interim supt best practices

From: Jeffrey Butts [mailto:jeffandkristabutts@comcast.net]
Sent: Monday, June 13, 2011 3:43 PM
To: 'jocoequinn@yahoo.com'
Subject: FW: Interim supt best practices

I got your email...here is a little more info for you for tonight...please call me via cell if there is anything that needs my input. Thanks!

Krista

From: Jeffrey Butts [mailto:jeffandkristabutts@comcast.net]
Sent: Monday, June 13, 2011 3:04 PM
To: 'Henry Brackett'; 'Ann Wright'
Subject: Interim supt best practices

Henry and Ann,

I just had a conversation with Barrett Christina at the NHSBA regarding best practices in hiring a Interim Superintendant in a situation as ours. He said that it is completely within best practice and certainly common practice to have a subcommittee do brief "interviews" of candidates initially and then bring forward two to three candidates to the full board to interview for the position. He said in some districts this subcommittee is set up of entirely representative board members, and in some instances it is board members and a staff member or two. He said in our particular case it would make sense for it to either be three board members or three board members and our BA since we do not have an assistant superintendant. Regarding the final interviews for the interim superintendant, it is best practice and is almost always the case that the final interviews are done in public and the deliberation is done in non-public. I can continue to call other districts for additional best practices, but I did not know which districts presented a situation exactly like ours and in this particular instance we could get a more immediate and tailored to our individual circumstances from the NHSBA.

Again, I will not be at the meeting this evening, but I will have my cell phone with me. If you feel there is something that I need to weigh in on you may call me and I will step out of my meeting and try to do that. I am in favor of the above process and do believe that we must follow best practices to get this done. If it takes an extra week or two to finalize the final position then so be it. Barrett felt that we could get this done quickly and correctly with a proper procedure.

Thanks.

Krista

7/1/2011

Susan Brissette

From: Jeffrey Butts [jeffandkristabutts@comcast.net]
Sent: Friday, June 24, 2011 4:59 PM
To: Wendy DiFruscio
Subject: FW: Interim supt best practices

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Sent: Monday, June 13, 2011 3:04 PM
To: 'Henry Brackett'; 'Ann Wright'
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Thanks.

Krista

Susan Brissette

From: Krista Butts [kbutts@orcsd.org]
Sent: Friday, June 24, 2011 8:51 AM
To: Wendy DiFruscio
Subject: FW: non public minutes

From: Krista Butts
Sent: Fri 6/17/2011 8:48 AM
To: Ann Wright
Subject: RE: non public minutes

According to the confidentiality agreement, no monetary or contract term information from can be released prior to effective date. I am certainly not opposed to releasing the minutes and am not trying to hide anything. I am just trying to abide by the terms so that we do not get sued. I should have an answer back from them this afternoon and then it will be posted immediately.

Krista

From: Ann Wright [mailto:ann_wright@comcast.net]
Sent: Fri 6/17/2011 5:22 AM
To: Krista Butts
Subject: Re: non public minutes

Thanks, Krista. What broke the confidentiality agreement? Appreciate your hard work. Ann

From: Krista Butts
Sent: Thursday, June 16, 2011 10:19 PM
To: Ann Wright ; Henry Brackett
Subject: RE: non public minutes

I will. The minutes are currently with both attorneys getting approval since information was divulged in the minutes that breaks the confidentiality agreement in place until the effective date. I am working on it, and am aware of the requirements. Thanks.

Krista

From: Ann Wright [mailto:ann_wright@comcast.net]
Sent: Thu 6/16/2011 1:45 PM
To: Krista Butts; Henry Brackett
Subject: non public minutes

Krista,
When will you have the non-public minutes available? We should get information out quickly. Jocelyn is getting some other information out for the website.

Please forward to Wendy when ready.

Thanks,
Ann

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Please forward to Wendy when ready.
Thanks,
Ann

Susan Brissette

From: Krista Butts [kbutts@orcsd.org]
Sent: Friday, June 24, 2011 8:50 AM
To: Wendy DiFruscio
Subject: FW: Interim Superintendent Candidates
Attachments: GSTP brochure- to school districts.pdf

Wendy,

These are from my sent box...

Krista

From: Krista Butts
Sent: Wed 6/22/2011 9:45 AM
To: Henry Brackett
Subject: FW: Interim Superintendent Candidates

From: Granite State Transitional Principals [mailto:gstprincipals@gmail.com]
Sent: Wed 6/22/2011 8:47 AM
To: Krista Butts
Subject: Re: Interim Superintendent Candidates

Ms. Butts,

Thank you for your interest in Granite State Transitional Principals. We are in the process of contacting some of our candidates to verify their interest/availability for a superintendent position. We will be in touch within the next two days. In the meantime if you have any additional questions, please feel free to contact me at this email or the number below.

I have attached a brochure regarding the benefits of the program. While the brochure is focused on principals, the benefits to the district would be the same for a superintendent opening. We look forward to working with you on this project.

Sincerely,

Kristine Pries
Granite State Transitional Principals
c/o Bianco Professional Association
Attorneys at Law
18 Centre Street
Concord, NH 03301
phone: 603-225-7170
fax: 603-226-0165
gstprincipals@gmail.com

On Mon, Jun 20, 2011 at 9:30 PM, Krista Butts <kbutts@orcsd.org> wrote:

Hello,

I recieved the recommendation to your group from Rick Gremlitz. The Oyster River Cooperative School District is currently looking for interested candidates for preliminary interviews for the position of Interim Superintendent of Schools. We would be interested learning about any candidates that you might have available and whether they may be a fit for our district. I can be contacted via email or on my cell phone at 603-397-9116. Thank you.

Krista Butts
ORCSD School Board

How GSTP works

The transitional principal is hired as an employee of GSTP and assigned to the school district.

No employee-employer relationship is created between the district and the principal.

Principals are paid by GSTP through ordinary payroll, with payroll taxes, social security, unemployment already taken care of, just like any other employment situation.

The seasoned GSTP team will use its experience and training to:

- Match skills with needs.
- Match salary requirements with budgetary requirements.
- Match local opportunities with local candidates.
- Match opportunity with leadership.

When the right principal and the right opportunity are matched, GSTP takes care of the burdensome and potentially troublesome administrative and legal responsibilities.

The match is made,

now what?

The work doesn't stop when the match is made.

- GSTP performs follow-up with the district to ensure satisfaction with interim principal.
- GSTP provides a continuous support structure with an experienced transitional principal available to new transitional principals.
- GSTP uses feedback and evaluation procedures to ensure success.

The Goal

The goal is a win-win situation for the school district and the transitional principal.

- If the relationship doesn't work, everyone has a way out.
- When the relationship is successful, the district has time to find a permanent leader, and the interim principal has the benefit of a rewarding opportunity.

"Leadership and learning are indispensable to each other."

John F. Kennedy

GRANITE STATE TRANSITIONAL PRINCIPALS, LLC

A Solution for Procuring Quality Interim Leaders

What is Granite State

Transitional Principals?

A new joint venture with all of the key ingredients for success.

New Hampshire Association of School Principals Executive Director
Peggy McAlister

*

Experienced Legal Counsel and Administrative Support

James J. Bianco, Jr., Esquire
Robert L. Best, Esquire

*

Experienced Educational Leadership and National Distinguished Principal

Michael E. Tocci, M. Ed.

*

Granite State Transitional Principals

is an agency that

- Matches unique educational leadership experience and talent with high level interim opportunities.
- Uncomplicates the time consuming process of searching for an interim employee.
- Removes the obstacles that prevent districts from employing interim principals on a timely basis.

Benefits to the School District

1. Highly experienced, competent stewardship for the school while the district searches for its permanent principal.

2. GSTP's employees do not earn "tenure" and other benefits that your professional employees receive.

3. Safer for the district than other interim options because GSTP:

- Maintains workers' compensation insurance.
- Maintains general and professional liability insurance.
- Complies with unemployment, payroll tax, and income tax requirements.
- Is designed to meet NHRS requirements so that GSTP's employees are not employees of the district.

4. Cost effective option because the school district does not have to pay or contribute

to:

- Payroll tax
- Unemployment tax
- Worker's Compensation
- Retirement contributions
- Healthcare contributions
- Dental contributions
- Life insurance contributions
- Professional Development budgets
- Accrued vacation and sick time

How GSTP Works

Qualified leaders are identified and selected to be considered for interim positions based on:

- Experience
- Education
- Certification
- Training
- Locality
- Interests
- Skill Set
- Reputation
- Work History

A profile of your school will be developed which will include:

- School size
- Student age group
- History
- Skills needed in an interim principal
- Budgetary requirements
- Need for change/stability
- School board priorities
- Term of employment

For more information please contact

NHASP at 800-479-6269

Granite State Transitional Principals, LLC.

603-225-7170

Susan Brissette

From: Krista Butts [kbutts@orcsd.org]
Sent: Friday, June 24, 2011 8:33 AM
To: Wendy DiFruscio
Subject: FW: non public minutes

From: Ann Wright [mailto:ann_wright@comcast.net]
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Thanks,
Ann

Susan Brissette

From: Ann Wright [ann_wright@comcast.net]
Sent: Wednesday, June 22, 2011 5:45 AM
To: Wendy DiFruscio
Subject: Fw: meeting today with PR people

non-meetings

From: Ann Wright
Sent: Monday, May 23, 2011 9:15 AM
To: kmemmesheimer@hpqlaw.com ; Henry Brackett
Subject: meeting today with PR people

Henry and Kim,

I am unable to make the meeting today due to prior obligations at that time. Also, In discussing this meeting with my husband, who is a corporate general counsel, he expressed concern that this meeting may be breaking the right-to-know law. He said that with a third-party present there is no privilege of confidentiality.

I would appreciate someone letting me know what occurs at this meeting (could a board member take minutes, perhaps?).

Thanks so much, and fingers crossed for sun (or at least a respite from rain!)

Ann

Susan Brissette

From: Ann Wright [ann_wright@comcast.net]
Sent: Thursday, June 23, 2011 12:36 PM
To: Wendy DiFruscio
Subject: Fw: Fw: Notes on Interim
Follow Up Flag: Follow up
Flag Status: Flagged

Portalupi RTK Request

From: Jocelyn O'Quinn
Sent: Thursday, June 16, 2011 8:47 PM
To: hfb4444@comcast.net ; Ann Wright
Cc: joceoquinn@yahoo.com
Subject: Re: Fw: Notes on Interim

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thks, jocelyn

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Cc: joceoquinn@yahoo.com
Date: Thursday, June 16, 2011, 3:43 PM

revised version below I had some time to edit my first draft, please review asap.

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ORCSD Interim Superintendent Search Process

The Oyster River School District is seeking an interim Superintendent to begin work as early as July 1, 2011. At the July 15, 2011 School Board meeting, the Board approved a process for candidate selection.

Per the approved process School Board Chair Henry Brackett, will identify potential candidates and will schedule interviews with the full Board and representatives from the District's Leadership Team. Following the interviews, final candidate(s) will be selected and a public interview will be scheduled. After the public interview, the Board will deliberate in a non-public session, per RSA 91-A:3, II (b). Following deliberations the Board will select and announce the new interim Superintendent.

During the July 15, 2011 meeting the Board also outlined criteria for candidate selection as follows:

- Experience as an educator and classroom instructor
- Prior experience as a Superintendent
- Experience in managing change or transition
- Collaborative leadership skills
- Leadership mentoring skills
- Ability to work collaboratively and support the on going leadership initiatives
- Ability to calm the waters and set the stage for a successful transition to a permanent Superintendent
- Ability to work effectively with the Board and the community
- Background in school district policies
- Ability to facilitate the strategic planning process
- Experience in the state of New Hampshire

Updates regarding the aforementioned process including public interview details will be posted when available.

Susan Brissette

From: Ann Wright [ann_wright@comcast.net]
Sent: Thursday, June 23, 2011 12:35 PM
To: Wendy DiFruscio
Subject: Fw: Notes on Interim
Follow Up Flag: Follow up
Flag Status: Flagged

Portalupi RTK Request

From: Jocelyn O'Quinn
Sent: Thursday, June 16, 2011 12:39 PM
To: hfb4444@comcast.net ; Ann Wright
Cc: joceoquinn@yahoo.com
Subject: Notes on Interim

here are the notes I took last night regarding the board's discussion about an interim- please review and make changes as necessary and then please forward to wendy to post and cc me. Also, we will need to post the press release surrounding the separation agreement first and then provide a link in the first paragraph below. Ideally there should be a link to this on the front page and then a link under school board. thanks, Jocelyn

ORCSD Interim Superintendent Search Process

At the School Board meeting on June 15, 2011, the School Board announced a mutual separation agreement with Superintendent Howard Colter effective June 30, 2011. See xx for more details.

In light of this announcement, the School Board discussed plans to hire an interim Superintendent. Currently the Board is identifying potential candidates and will schedule preliminary interviews with the Board and representatives from the Central Office. Following these interviews, final candidates will be selected and a public interview will be scheduled.

On the meeting of June 15, 2011, the Board also held a discussion about the criteria for an interim superintendent and the following qualities and experience were discussed as important:

- Many years experience as an educator and classroom instructor
- Prior experience as a Superintendent
- Experience in managing change or transition
- Collaborative leader
- Leadership mentoring skills
- Ability to work collaboratively and support the ongoing leadership initiatives
- Ability to calm the waters and set the stage for a successful transition to a new Superintendent
- Ability to work effectively with the Board and the community
- Background in policies
- Ability to facilitate the strategic planning process
- Experience in the state of New Hampshire

Updates regarding this process (including public interview times) will be posted shortly.

Wendy DiFruscio

From: hfb4444@comcast.net
Sent: Tuesday, June 07, 2011 4:53 PM
To: Ann Wright; ann and Michael Lane; Jim Kach; jocelyn O'Quinn; Krista Butts; Megan Turnbull
Subject: Fwd: Colter's final agreement
Attachments: CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE.CLEAN.06-02-2011.docx

This is for your information. Final draft of the agreement.

Henry

----- Forwarded Message -----

From: "Kim Memmesheimer" <KMemmesheimer@hpgrlaw.com>
To: avolinsky@bernsteinshur.com
Cc: hfb4444@comcast.net
Sent: Thursday, June 2, 2011 4:18:04 PM
Subject: Colter

Andy,

My crack team found two more typos in the settlement agreement (4th paragraph and #13) which I've corrected.

A concern has been expressed as to the whether the discussion of the financial funding of this agreement would be in violation of the Agreement if it is signed on June 15th. Would you agree to a slight revision to paragraph 11?

11. **Communication Regarding Resignation:** The parties and/or their counsel otherwise agree that they shall make no disclosure or further comment whatsoever to the media or any person or entity regarding the matters relating to Mr. Colter's retirement or this Agreement beyond the press release that is attached and incorporated hereto as Exhibit C, other than those communications that must occur to fund the financial aspects of this Agreement at the time of its approval.

Kim

Kimberly J.H. Memmesheimer, Esquire
Hoefle, Phoenix, Gormley & Roberts, P.A.
402 State Street - P.O. Box 4480
Portsmouth, NH 03802-4480
Tel: (603) 436-0666
Fax: (603) 431-0879
kmemmesheimer@hpgrlaw.com
Web site: www.hpgrlaw.com

IMPORTANT NOTICE: The information in this transmission is privileged and confidential, and is intended only for the recipient(s) listed above. If you are neither the intended recipient(s) nor a person responsible for the delivery of this transmission to the intended recipient(s), you are hereby notified that any unauthorized distribution or copying of this transmission is prohibited. If you have received this transmission in error, please notify us immediately at (603)436-0666. Thank you.

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release (the "Agreement") is made and entered into between HOWARD COLTER who [REDACTED] (hereinafter referred to as "Mr. Colter") and THE OYSTER RIVER COOPERATIVE SCHOOL DISTRICT, a New Hampshire cooperative school administrative unit with a principal place of business at Coe Drive, Durham, New Hampshire (hereinafter "ORCSD").

WHEREAS, Mr. Colter is employed by ORCSD as Superintendent of Schools and such employment is governed by an Employment Contract, dated December 9, 2008 and an Addendum to Employment Contract dated April 8, 2011, which are attached hereto and incorporated herein as Exhibits A and B;

WHEREAS, the Board of the ORCSD desires to accept the resignation and terminate the employment of Mr. Colter from the position of Superintendent of Schools; and

WHEREAS, Mr. Colter and ORCSD 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 may have accrued to Mr. Colter arising from or in any way related to her employment with ORCSD, 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;

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 mutual promises, covenants, agreements, representations and warranties contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed between Mr. Colter and ORCSD as follows:

1. Retirement: Mr. Colter hereby confirms that he is retiring from his employment with ORCSD as its Superintendent of Schools as of June 30, 2011 (the "Termination Date"), at which time he shall relinquish any and all responsibilities associated with the position of Superintendent.

2. Termination of Employment Contract and Addendum to Employment Contract: Upon fulfillment of the terms of this Agreement, the Employment Contract and the Addendum to Employment Contract by and between the parties will be terminated.

3. Consideration: ORCSD shall provide the following payments to or for the benefits of Mr. Colter:

(a) A single, lump sum payment to Mr. Colter of his current annual salary, in the amount of One Hundred Thousand Three Hundred Thirty-Three Four Hundred Forty Dollars and no cents (\$133,400.00) to be paid on the Effective Date of the Agreement;

(b) Payment to Mr. Colter, to be paid on or before the Effective Date of the Agreement, of all sick-time accrued by him as of the Termination Date in accordance with New Hampshire and federal law. As of the date of this Agreement, the amount of sick time accrued is 66 days and it is payable at \$120 per day for a total due of Seven Thousand Nine Hundred Twenty Dollars and no cents (\$7,920.00);

(c) Payment to Mr. Colter, to be paid on or before the Effective Date of the Agreement, of all vacation time accrued by him during this fiscal year as of the Termination Date in accordance with New Hampshire and federal law. As of the date of this Agreement, the amount of vacation time accrued is Eighteen (18) days and it is payable at \$505.52 per day for a total due of Nine Thousand Ninety Nine and 36/100 Dollars (\$9,099.36);

(d) ORCSD shall make, if it has not already done so, the Two Thousand Dollar (\$2,000.00) annual annuity contribution to Mr. Colter's deferred compensation plan in accordance with the Employment Contract. If the annual contribution has not already been made, ORCSD shall make the contribution on or before June 30, 2011.

(e) For twelve (12) months, beginning with the insurance premiums due and payable on July 1, 2011, ORCSD will either: (i) continue making its current contribution toward Mr. Colter's health insurance coverage(s), after the expiration of which Mr. Colter will be eligible to elect to continue coverage under the Consolidated Omnibus Budget Reduction Act ("COBRA"); or, (ii) should ORCSD's plan not provide for continued coverage, make payments equal to the amount of the insurance premiums due to ORCSD for continued insurance coverage under the COBRA, provided that Mr. Colter elects to continue such coverage under applicable New Hampshire and federal law; provided, however, that should Mr. Colter obtain insurance coverage through a new employer prior to the expiration of the twelve (12) month period provided herein, all payments under this Section 2(e) will cease; and

(f) The compensation payments due Mr. Colter under Section 2(a), (b) and (c) shall be subject to withholding for all applicable employee payroll taxes and effectuated no later than June 30, 2011.

4. General Release by Mr. Colter: In consideration of the payments to be made by ORCSD described in Section 3 herein and the mutual promises, covenants, agreements, and representations contained herein, Mr. Colter, on behalf of himself, his heirs, representatives, and assigns, fully releases ORCSD, its successors, assigns, subsidiaries, parent and sister governmental agencies, affiliates, insurers, past, present and future officers, directors, employees, agents, and trustees 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 Mr. Colter has or may have by means of any matter, cause, or thing whatsoever from the beginning of time to the Effective Date of this Agreement. Without limiting the generality of the foregoing, this release includes all matters arising out of or in connection with Mr. Colter's employment with ORCSD from the beginning of time to the date of this Agreement, including, but not limited to: (1)

employment discrimination under New Hampshire RSA Chapter 354-A, Title VII of the Civil Rights Act of 1964, as amended, age discrimination under the Age Discrimination in Employment Act of 1967, as amended by the Older Workers Benefit Protection Act of 1990, claims brought through the Equal Employment Opportunity Commission, and any such claims under any relevant state or federal statutes or municipal ordinances; (2) disability discrimination under the Americans with Disabilities Act; (3) claims brought under the Human Rights Commission or like organizations; (4) disputed wages; (5) wrongful discharge and/or breach of any alleged employment contract; (6) claims based on any tort, such as invasion of privacy, defamation, fraud and infliction of emotional distress; and (7) any other causes of action that may be brought in state or federal court.

5. Termination of Employment: It is expressly agreed and understood that Mr. Colter's employment is terminated effective June 30, 2011 and that he will not be eligible for the consideration set forth in Section 3 unless and until he submits his resignation and upon the Effective Date of this Agreement

6. No Admission: The parties agree that any consideration given or paid with respect to this Agreement is in compromise of disputed claims and that the giving or payment of consideration in exchange for the general release of claims is not, and will not be construed as, an admission of liability or wrongdoing on the part of ORCSD, which denies any liability or wrongdoing as to each and every claim which has been or which may have been asserted against it.

7. Indemnity with Respect to Tax Treatment: Should the characterization of the payment set forth in Section 3 be found to be improper or unwarranted by the Internal Revenue Service or other taxing authority with the result that ORCSD is held obligated to pay taxes, additional taxes, penalties, or interest which should have been deducted from the gross amount of such payments, or if the Internal Revenue Service or other taxing authority otherwise finds the payment to be taxable or subject to tax, Mr. Colter agrees to fully indemnify ORCSD for all such taxes, penalties, or interest actually paid by them; and further agrees that he will not assert, file, or make any claims against ORCSD and/or its insurer for any such taxes, penalties, or interest he may be compelled to pay and the costs, including attorneys' fees, which he may have to pay in connection with any disputes between his and the Internal Revenue Service or other taxing authority.

8. Non-Disparagement: Each party agrees to refrain from any disparagement, defamation, slander or tortious interference with the contracts or relationships of the other.

9. References: ORCSD agrees that any inquiries from potential employers or state licensing agencies will be referred to the Human Resources office who will respond that as a matter of policy ORCSD provides only the dates of service, starting and ending salary and positions held for all employees.

10. Confidentiality: This Agreement and its terms and conditions are confidential to the extent permitted by the applicable laws of the State of New Hampshire and RSA 91-A. The parties and/or their counsel agree not to disclose or distribute any information concerning this Agreement 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. The parties and/or their counsel may disclose information concerning this Agreement to their legal counsel, tax advisors, and the Internal Revenue Service, subject to their agreement to be bound by this confidentiality provision. If the parties and/or their counsel are required by law or a court of competent jurisdiction to disclose the information kept confidential by this paragraph, they agree to notify the parties reasonably in advance of the disclosure.

11. Communication Regarding Resignation: The parties and/or their counsel otherwise agree that they shall make no disclosure or further comment whatsoever to the media or any person or entity regarding the matters relating to Mr. Colter's retirement or this Agreement beyond the press release that is attached and incorporated hereto as Exhibit C.

12. Employment: Mr. Colter agrees that he will not seek employment with ORCSD at any time.

13. Acknowledgment: Mr. Colter knowingly, voluntarily, and specifically waives all rights under the federal Age Discrimination in Employment Act ("ADEA") arising out of or in connection with his employment with ORCSD from the beginning of time to the Effective Date of this Agreement, as defined herein. The parties acknowledge that this Agreement does not apply to any claim for events arising after the execution of this Agreement. Mr. Colter acknowledges that he has read and understands this Agreement. Mr. Colter further acknowledges that this Agreement provides him with consideration to which he is not otherwise entitled. In addition, Mr. Colter 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. Mr. Colter certifies that ORCSD has suggested and encouraged his to consult with an attorney of his choosing before executing this Agreement. Mr. Colter acknowledges that he has had up to twenty-one (21) days within which to consider this Agreement and that he has decided to accept the terms of this 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 Mr. Colter, during which period Mr. Colter may revoke his consent to the Agreement by delivering a letter to ORCSD's legal counsel, Attorney Kimberly J.H. Memmesheimer, Hoefle, Phoenix, Gormley & Roberts, P.A., 402 State Street, P.O. Box 4480, Portsmouth, New Hampshire, 03801 advising of his revocation, 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. It is further agreed and understood by Mr. Colter that in the event that he revokes the Agreement, ORCSD shall have no obligations hereunder. ORCSD agrees that it will provide Mr. Colter with a final version of this Confidential Settlement Agreement and Release on or before June 20, 2011, so that he may execute same with the parties' mutual intent that the Agreement, if not revoked, will become final and irrevocable on or before June 30, 2011.

During the twenty-one (21) day consideration period and the seven (7) day revocation period provided for in this Section, Mr. Colter will continue to be paid in accordance with the regular payroll schedule. If Mr. Colter does not accept this Agreement, or if he revokes the

Agreement, the ORCSD will take those actions available to it under the Employment Contract and Addendum to Employment Contract.

13. Effective Date: The parties agree that this Agreement will not become effective or enforceable until the expiration period of seven (7) days following the execution of the Agreement by Mr. Colter, during which seven (7) day period Mr. Colter may revoke his consent to the Agreement as described above in Section 12, but all time periods concerning health insurance, wage payments and other benefits shall run from June 30, 2011, the Termination Date.

14. Breach of Agreement: The parties acknowledge and agree that any party found to have breached this Agreement will be liable for the damages, reasonable attorneys' fees, and expenses resulting from any such breach, and also for equitable relief.

15. Integration Clause; Amendment; Successors; 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 date of this Agreement. This agreement shall be binding on the parties and upon their heirs, administrators, representatives, executors, successors and assigns and shall inure to their benefit and to that of their heirs, administrators, representatives, executors, successors and assigns. 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.

16. 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.

17. Construction: The parties acknowledge that they each had an equal opportunity to control the language in this Agreement, and that this Agreement was mutually drafted. The parties agree that in no event shall this Agreement be presumptively construed against any party.

18. 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.

19. Cooperation: The parties agree that to the extent any further documents need to be executed to carry out the purposes of this Agreement, the parties will cooperate in the execution of such documents. Mr. Colter agrees to cooperate with ORCSD's staff and any appointed interim superintendent from the Termination Date forward to answer questions regarding ORCSD's management and operations. Mr. Colter also agrees to cooperate fully with ORCSD in its defense of, or other participation in, any administrative, judicial or other proceeding arising from any charge, complaint or other action that has been or may be filed

against ORCSD that requires or would benefit from his cooperation insofar as any such proceedings relate to or are associated with the period of his employment with ORCSD.

IN WITNESS WHEREOF, the parties have duly authorized and caused this Agreement to be executed as follows:

Date: _____
Howard Colter

Oyster River Cooperative School District

Date: _____ By: _____
Henry Brackett, Duly authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____

Personally appeared before me on this _____ day of _____, 2011, Howard Colter, known to me or satisfactorily proven to be the person whose name appears in the within document and acknowledges that he executed the same for the purposes contained therein.

Notary Public/Justice of the Peace

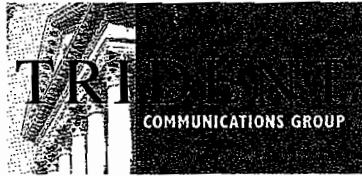
Print or Type Name
My Commission Expires _____

STATE OF NEW HAMPSHIRE
COUNTY OF _____

Personally appeared before me on this _____ day of _____, 2011, Henry Brackett, known to me or satisfactorily proven to be the person whose name appears in the within document and acknowledges that he executed the same for the purposes contained therein.

Notary Public/Justice of the Peace

Print or Type Name
My Commission Expires _____



Raymond J. Mitchell
President & Principal Counsel

Organizational Advancement Counsel

56 Augusta Way
Dover, New Hampshire
03820-5014
Voice 603-749-6547 • Fax 603-749-6548

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