John Fortney, EdS
Superintendent of Schools

Michael Bessette, CAGS Assistant Superintendent



Lawrence LeBoeuf, BS

Business Administrator

Lawrence Elliott, MEd Director of Student Support Services

June 11, 2025

## **Kelly Collins**

Principal, New London Elementary School Kearsarge Regional School District

RE: Placement on Paid Administrative Leave

Dear Ms. Collins,

This letter is to inform you that, effective immediately, you are being placed on a paid administrative leave of absence from your duties as Principal of New London Elementary School. This action is being taken pursuant to District policy and in accordance with applicable New Hampshire law, pending the outcome of an internal disciplinary investigation.

During this period of administrative leave, you are directed to comply with the following expectations:

# 1. No Contact with School Personnel or Community Members

You are prohibited from contacting any Kearsarge Regional School District employees, including administrators, teachers, support staff, and contractors, as well as students, parents, and community members, in any capacity related to your professional role. This directive is in place to protect the integrity of the ongoing investigation and to avoid any real or perceived interference or undue influence.

### 2. Prohibition on Retaliation

You are expressly prohibited from engaging in any retaliatory conduct toward any individual who may be involved in or associated with the investigation, including but not limited to witnesses, complainants, or cooperating individuals. Any such actions may result in further disciplinary consequences.

## 3. Technology and Email Access

You are required to leave all District-issued technology devices (including, but not limited to, your laptop, tablet, phone, and any related accessories) in your office. Effective immediately, your access to all Kearsarge Regional School District email accounts, internal systems, and digital platforms will be suspended for the duration of the investigation.

## 4. Access to District Property

You are not permitted to enter or access any District property or attend any school-related events unless you have received prior written approval from me. If you need to retrieve any personal belongings or require access for any other reason, you must submit a written request and await authorization.

This administrative leave is not a disciplinary determination and should not be construed as such. The purpose of this leave is to facilitate a thorough and impartial investigation into matters that have been brought to the District's attention.

You will be notified promptly of any developments or further actions as the investigation progresses. Should you have questions about the parameters of this leave or require clarification regarding your obligations, please direct all inquiries to my office in writing.

Respectfully,

John Fortney

Superintendent of Schools



# Meeting Notes from 6/11/2025 with MN

1 message

Christie Menard <a href="mailto:cmenard@kearsarge.org">cmenard@kearsarge.org</a>
To: Michael Bessette <a href="mailto:mbessette@kearsarge.org">mbessette@kearsarge.org</a>

Wed, Jun 11, 2025 at 5:47 PM

In attendance: Michael Bessette, Assistant Superintendent, Christie Menard, Director of HR,
Michael asked if there was any validity to the reported allegations that Principal, Kelly Collins, asked staff to do her laundry.
shared that it was less than than the state of laundry, can you go get it?"
Most recently it was "dog laundry"
On another occasion Kelly told staff that she had laundry in her car. They did not get it and she said, "I thought I told you I have laundry in my car?"
shared that Friday, 6/9, was out, but got a phone call from stating that it was said at dismissal in front of parents.
Examples of laundry were, dog towels, sheets, summer camp laundry.
confirmed that laundry is done during work hours.
shared that Kelly has had clean her house multiple times during work hours.
believed that Kelly paid to do it during the school day.
is afraid of saying "no" If you aren't in her group, she talks about you and spreads your business and they fear retaliation and loss of job.
Kelly has told to lie to use an excuse of a child has an appointment) when leaves to clean.
Kelly often says "I'm the boss, I can do what I want" and "who's the boss?"
shared that has many saved text messages from Kelly collaborating these details.
shared that the state of the st

Christie Menard Director of Human Resources

Kearsarge Regional School District 114 Cougar Court New London, NH 03257 (w) 603-526-2051 ext. 9165 (f) 603-526-2145 cmenard@kearsarge.org



## Fwd: time checks

2 messages

Michael Bessette <mbessette@kearsarge.org>
To: Christie Menard <cmenard@kearsarge.org>

Mon, Jul 7, 2025 at 5:25 PM

Can you look at this for me. Thank you.

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From: Penelope Wheeler-Abbott <PWheeler-Abbott@dwmlaw.com>
Date: Mon, Jul 7, 2025 at 4:10 PM
Subject: time checks
To: Michael Bessette <mbessette@kearsarge.org>

Hi Michael,

Can you please check time for February 7 and April 4?

I'm assuming is an hourly employee. How are time sheets done? And what are expected hours?

Thanks

Penny

## Penelope Wheeler-Abbott

Senior Consultant - Education & Human Resources Specialist

D| 207.253.0596

PWheeler-Abbott@dwmlaw.com

84 Marginal Way, Suite 600, Portland, ME 04101-2480

800.727.1941 FJ 207.772.3627 dwmlaw.com

Pronouns: she/her/hers



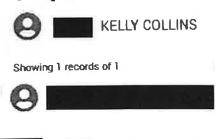
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Christie Menard <cmenard@kearsarge.org>
To: Michael Bessette <mbessette@kearsarge.org>

Tue, Jul 8, 2025 at 8:44 AM

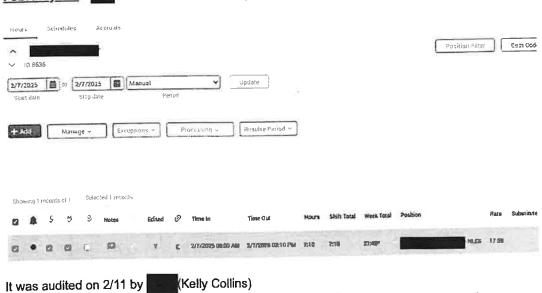
We use TimeClock Plus for all hours worked and leave requests. Once the employee enters their time the building principal reviews and approves.

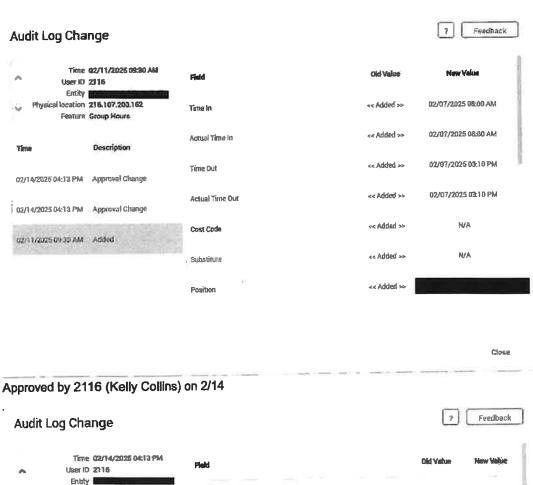
Showing 1 records of 1

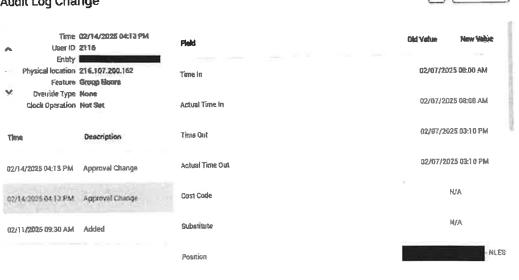


is a hours/day employee.

February 7th - worked 7:10 hours and you can see her time was edited without a note, see details belows:







Close



April 4th worked 4:52 with a note:

## Manage Work Segment Notes

7 Feedback

+ Add

Edit	Delete	Entered By	Date Entered	Note
	0	2929	04/07/2025 10:24 AM	per email

2929 is Katrina Neil, Payroll Processor, and

told her that had an apparent

appointment in Concord.

Christie Menard Director of Human Resources

Kearsarge Regional School District 114 Cougar Court New London, NH 03257 (w) 603-526-2051 ext. 9165 (f) 603-526-2145 cmenard@kearsarge.org

[Quoted text hidden]



## Fwd: quick question

1 message

Michael Bessette <mbessette@kearsarge.org>
To: John Fortney <jfortney@kearsarge.org>

Thu, Aug 21, 2025 at 3:24 PM

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----- Forwarded message -----

From: Penelope Wheeler-Abbott <PWheeler-Abbott@dwmlaw.com>

Date: Wed, Jul 2, 2025 at 5:34 PM

Subject: quick question

To: Michael Bessette <mbessette@kearsarge.org>

Hi Michael,

A couple of follow up questions that I'm cross referencing:

What were your snow days in February of this year?

Was May 23 a PD day for teachers?

I will be reaching out to Kelly to schedule a follow up call hopefully on Monday or Tuesday afternoon of next week.

#### Penelope Wheeler-Abbott

Senior Consultant - Education & Human Resources Specialist

D| 207.253.0596

PWheeler-Abbott@dwmlaw.com

84 Marginal Way, Suite 600, Portland, ME 04101-2480

800.727.1941 F| 207.772.3627 dwmlaw.com

Pronouns: she/her/hers

# DrummondWoodsum

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## Fwd: investigation

1 message

Michael Bessette <mbessette@kearsarge.org>
To: John Fortney <ifortney@kearsarge.org>

Thu, Aug 21, 2025 at 3:24 PM

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----- Forwarded message ------

From: Penelope Wheeler-Abbott <PWheeler-Abbott@dwmlaw.com>

Date: Thu, Jun 12, 2025 at 4:24 PM

Subject: RE: investigation

To: Michael Bessette <mbessette@kearsarge.org>

That all sounds great.

Best

Penny

From: Michael Bessette <mbessette@kearsarge.org>

Sent: Thursday, June 12, 2025 2:41 PM

To: Penelope Wheeler-Abbott < PWheeler-Abbott@dwmlaw.com>

Subject: Re: investigation

\*\*CAUTION\*\* This message originated from an external source. DO NOT reply, click links, or open attachments unless you have verified the sender and know the content is safe.

Hi Penny,

I created the interview schedule as discussed. I built it in 45 min. sessions (left you a lunch block) and then created Zoom info for each. I will try to make you a co-admin. for the room, so you can open each session. If I can't do that, I will open your session then leave it for your interviews. You can always text me if there are any issues getting them online for the meeting. I will also set them up with a laptop for their meeting, so there are no technology issues.

The schedule is here:





9:30 – 10:15 – John Fortney (Superintendent) (Zoom)

10:30 – 11:15 – Interview 1. (Zoom)

11:30 – 12:15 – Interview 2. (Zoom)

12:15 – 1:00 – LUNCH BREAK FOR YOU

1:00 – 1:45 – Interview 3. (Zoom)

Potential other requests can be scheduled at your request.

#### 6/20/2025

9:30 - Kelly Collins (In person in SAU Wadleigh Room (in the SAU PD center located at 165 Main Street in New London)

I will not inform them of their interview until Monday morning unless you tell me differently. Hopefully this will preserve the process and make it a bit easier on the interviewees.

Let me know if you need any other items or info.

Thanks!

On Thu, Jun 12, 2025 at 2:12 PM Penelope Wheeler-Abbott < PWheeler-Abbott@dwmlaw.com> wrote:

Hi Michael,

Thank you for all of the background information. I know this is a crazy time of the school year and there is never a good time to pull staff for things like this. Hopefully field day will go smoothly!

Let's plan on the interviews virtually on Tuesday. Your order of interviews looks good to me and it is great that they have a private space for them. I would schedule about 45 minutes for each. I appreciate your offer to be present during the interviews, but I think I would rather do them on my own. Of course, if any of them wish to have you (or a rep present), that is totally fine as well.

I am happy to use whatever video conferencing tool you have and are familiar with so if you want to do the scheduling and send the invites, that would be great. If you are finding that people are balking with the video conference, I can come over on Tuesday. I'm based out of our Portland office so if I am going to be there in person, the earliest interview shouldn't be before 9:30. If we're remote, any time is fine with me.

After I've spoken with these folks, I should have a pretty good sense of whether there are other individuals who I may need to talk to before making arrangements with the principal. I am assuming that there is more time flexibility with the principal given that she is on leave and is also not on the teacher's

calendar. And again, I can speak with her remotely or come over. I would probably be aiming to speak with her on Friday 6/20.
Thanks
Penny
From: Michael Bessette <mbessette@kearsarge.org> Sent: Thursday, June 12, 2025 1:23 PM To: Penelope Wheeler-Abbott <pwheeler-abbott@dwmlaw.com> Subject: Re: investigation</pwheeler-abbott@dwmlaw.com></mbessette@kearsarge.org>
**CAUTION** This message originated from an external source. DO NOT reply, click links, or open attachments unless you have verified the sender and know the content is safe.
Hi Penny,
It's a pleasure to virtually "meet" you. Both Jim and Matt had spoken of you respectfully, and I am glad to work with you, although I wish it were under better circumstances.
The upcoming week is, unfortunately, a chaotic series of three school days with the last day faculty are here under contract being on Wednesday (half day). That said, Tuesday is a field activity day at the school, so the chaos of events of that day may actually mask some of the observed departures of any staff to talk with you.
My intention would be to use my office, which is in a private location in the SAU next door to New London Elem. The office is located at 114 Cougar Court, New London 03257 if you need the address for any in-person visit to the District. For the virtual component, I have a OWL camera I can set up and will use it with the interviewees to interact with you. I will then display you on a monitor so that you can be easily seen and heard. If you use Zoom, I am failure with that platform, as I use it as my primary means of video chat, but I cadpat as needed with little notice. Will you schedule the interviews in the video chat or prefer that I set up each and invite you to them?
The complaints were lodged by a third party and by an exit interview with complaint was made during exit interview with John (Superintendent) complaint was shared with John in a phone conversation.
To me, the order of interviews would begin with John Fortney (Superintendent) as the recipient of the complaints, would be followed by the process, then by (I spoke with her with the HR Director triggering the investigation), then with (I spoke with her with the HR Director triggering the investigation), then with (I spoke with her with the HR Director triggering the investigation), then with (I spoke with her with the HR Director triggering the investigation), then with (I spoke with her with the HR Director who is in question. However, I certainly will order events as you prescribe. I also assume you will want me in the room as the interviews unfold to observe. If this is not accurate, I will adjust accordingly. I do not suspect any of the individuals would need Weingarten rights offered, as there is no union for the Principal, and the others in question are not being called out for any potential disciplinary action. The principal may want a friend (former Superintendent Winfried Feneberg) to be present for support, but that is not clear. He may not wish to do that. Personally, I obviously know him, as he was the Superintendent here for a decade with me. I am confident he would not interfere in the process, but I will certainly act in accordance with what you want over what the principal or he wants.

I am in my office all afternoon, and will happily chat with you in person if desired. Other than that, I am looking for some potential information related to absence of staff that may be needed to expedite the process, and will also compare with some time card info. This may prove important in the end process for the facts to be established for the LNA.
Thanks in advance!
My office line direct number is 603-526-9164 and cell is please feel free to call either at any time.
Respectfully,
Michael
On Thu, Jun 12, 2025 at 11:51 AM Penelope Wheeler-Abbott <pwheeler-abbott@dwmlaw.com> wrote:</pwheeler-abbott@dwmlaw.com>
Good morning Mike,
Jim has shared with me information regarding the principal and I'm happy to get a jump on it.
If possible, I would like to schedule interviews with Wednesday of next week. My preference would be for Tuesday and to do them remotely. If you have a strong feeling that it would be better to do them in person, I could do that on Tuesday, but not on Wednesday.
I'm happy to chat to discuss logistics. I'm flexible today with the exception of 1-2. I'm out of the office tomorrow for a family event so my availability tomorrow is limited.
I look forward to working with you.
Best,
Penny
Penelope Wheeler-Abbott
Senior Consultant - Education & Human Resources Specialist

D| 207.253.0596

PWheeler-Abbott@dwmlaw.com

84 Marginal Way, Suite 600, Portland, ME 04101-2480

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Michael A. Bessette, CAGS

Assistant Superintendent of Schools Kearsarge Regional School District - SAU #65 1(603) 526-2051

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Michael A. Bessette, CAGS

Assistant Superintendent of Schools Kearsarge Regional School District - SAU #65 1(603) 526-2051

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# New Interim Principal at KRES at New London

1 message

John Fortney <ip>jfortney@kearsarge.org>
To: new-london-staff-user-group@kearsarge.org

Tue, Aug 12, 2025 at 4:00 PM

Dear KRES-New London Staff,

Laura Newman will be serving as the Interim Principal at Kearsarge Regional Elementary School – New London.

Laura brings a strong background in instructional leadership and a deep commitment to building positive school cultures. She has already begun working with our team to ensure a smooth start to the school year, supporting both our students and staff.

Please join me in welcoming Laura to KRES-New London. I know she will be an asset to our school community.

Thank you for your continued dedication and focus on providing the best for our students.

Sincerely,
John Fortney
Superintendent of Schools
Kearsarge Regional School District

John Fortney, EdS
Superintendent
Kearsarge Regional School District
SAU #65
Inspiring learners, committing to community, contributing to a dynamic world.

PS. I am sending this at a time that is convenient for me, please feel free to respond when it is convenient for you.

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# New Interim Principal at KRES at New London

1 message

John Fortney <jfortney@kearsarge.org>
To: new-london-staff-user-group@kearsarge.org

Tue, Aug 12, 2025 at 4:00 PM

Dear KRES-New London Staff,

Laura Newman will be serving as the Interim Principal at Kearsarge Regional Elementary School – New London.

Laura brings a strong background in instructional leadership and a deep commitment to building positive school cultures. She has already begun working with our team to ensure a smooth start to the school year, supporting both our students and staff.

Please join me in welcoming Laura to KRES-New London. I know she will be an asset to our school community.

Thank you for your continued dedication and focus on providing the best for our students.

Sincerely,
John Fortney
Superintendent of Schools
Kearsarge Regional School District

John Fortney, EdS
Superintendent
Kearsarge Regional School District
SAU #65
Inspiring learners, committing to community, contributing to a dynamic world.

PS. I am sending this at a time that is convenient for me, please feel free to respond when it is convenient for you.



## **MEMORANDUM**

TO: Jim O'Shaughnessey

FROM: Penelope Wheeler-Abbott, Senior Consultant

**DATE:** July 14, 2025

RE: Kelly Collins--Kearsarge Elementary Principal

## I. Introduction and Summary of Allegations

During the week of June 6, 2025, Superintendent John Fortney received information from two different community members alleging that Kelly Collins, the principal at Kearsarge Elementary School at New London, had a practice of asking school staff to perform personal duties for her including doing her laundry at school and cleaning her home. A number of these activities were alleged to have occurred during school hours. Specifically, the allegations included that Ms. Collins asked (and expected) to retrieve Ms. Collins' laundry from her car and do the laundry using the machines which are located in the health services area of the building. In addition, it is alleged that Ms. Collins regularly had say that had an "appointment" during that time.

Ms. Collins was placed on administrative leave pending the results of this investigation.

#### **II.** Investigation Process

During this investigation, I interviewed the following individuals:

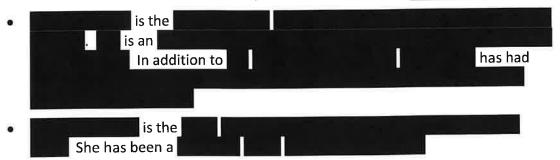
- Kearsarge Elementary School at New London, via zoom, June 17.
- Kearsarge Elementary School at New London, via zoom, June 17.
- Kearsarge Elementary School at New London, via zoom on June 17 and July 1.
- Kelly Collins, Principal, Kearsarge Elementary School at New London. I interviewed Ms.
   Collins in person on June 20 and then via zoom on July 8. On both occasions, she was accompanied by Winfried Feneberg, former superintendent, SAU 65.
- Kearsarge Elementary School at New London, via telephone, July 11.

I also reviewed a number of screenshots of text messages between Ms. Collins and provided by both individuals, as well as payroll information provided by the SAU regarding working schedule and personal and sick leave days.

#### III. Findings

Based on my investigation, I make the following findings.

• Kelly Collins is the principal at Kearsarge Elementary School at New London and has held that position for nearly two decades. She lives in the community and reports personal friendships with many of the staff based on her long-standing connections in the local community. Ms. Collins considers a friend.



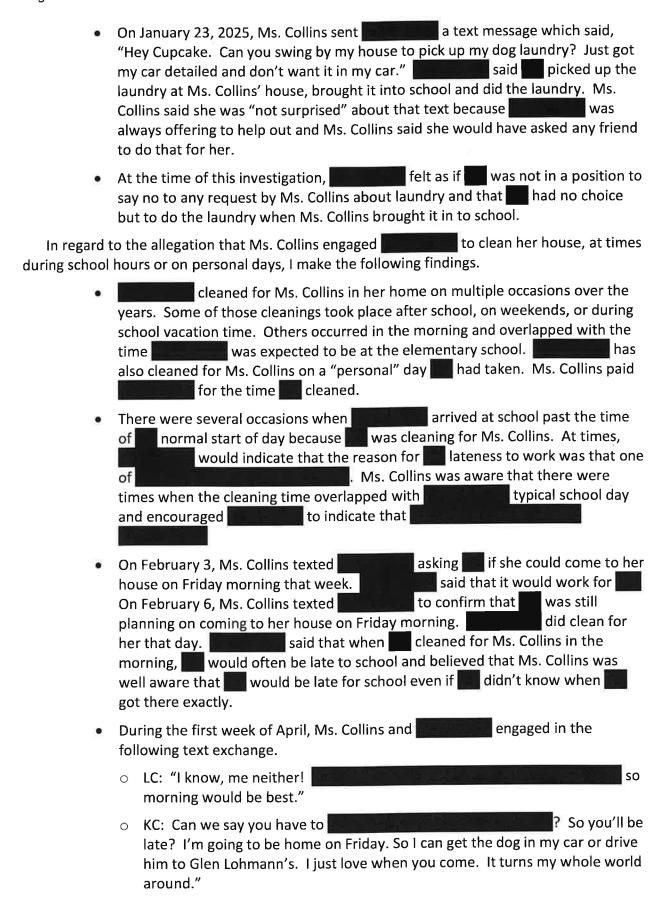
Several individuals interviewed expressed concern about participating in this
process and were worried about negative consequences from Ms. Collins for
having participated.

In regard to the allegations that Ms. Collins asked staff members to be involved in doing her personal laundry, I make the following findings based on my investigation.

•	There is a washer and dryer located in the health services area where the health
	staff is located. Regularly throughout the time that
	have been at the school, Ms. Collins has used those machines to do her personal
	laundry, including "dog laundry." Initially, Ms. Collins brought the laundry in
	from her car, asked and and if she could use the machines,
	and then completed the laundry on her own. Over the years, has
	become increasingly more involved in doing Ms. Collins' laundry to the point
	where Ms. Collins has, on multiple occasions, asked to retrieve the
	laundry from her car, bring it into the school and complete the task. Ms. Collins
	laundry was being done in school frequently, at times, multiple times a week.
	The laundry usually consisted of "dog laundry" of towels, blankets and furniture
	covers.

•	Ms. Collins said that it was never her exp	pectation that	actually do
	the laundry and that she always asked	if it was okay if	she used the
	machines. In our initial conversation, M	s. Collins said that there w	vere times
	when she would come back to flip over	the laundry and it would a	Iready be done
	because had moved it and f	olded it. She also indicate	d that she
	never asked anyone else to retrieve the	laundry from her car, but	that there
	were times that she found that it had be	een taken from her car, int	o the building
	and completed.		

On May 23, 2024, Ms. Collins sent
shared that said, "My car is out back. I want to bring some stuff in but I'm with a
parent." said that she interpreted that text message as a
request/directive to retrieve the laundry from Ms. Collins' car and start the
laundry, which she did.

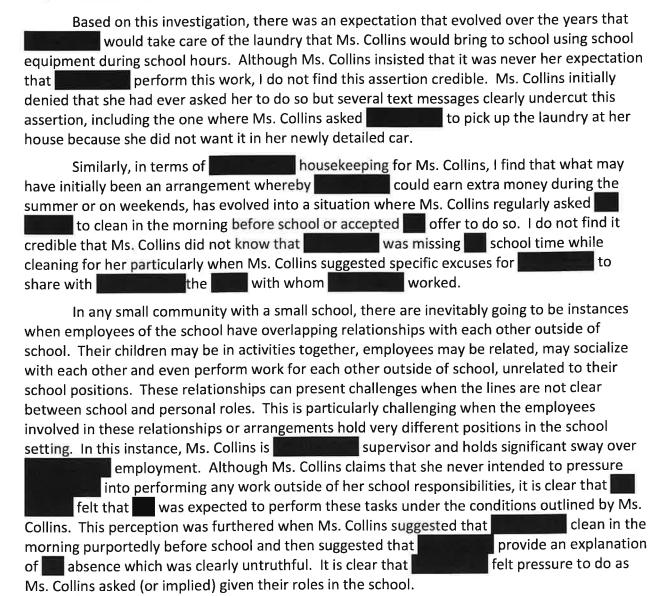


0	LC: "Yes we can, but I'll have to think of something because knows ."
0	KC: "At they noticed swollen glands! Ha Ha. Say it's for yourself. I'm sorryI'm putting you in a bad spot. But leaves every day at 3 when contract is until 3:30."
	April 4 <sup>th</sup> at 7:22 am Ms. Collins and exchanged the following essages:
0	KC: "How far away are you Good morning"
0	LC: Morning. I'm still at the house.  it's been a long night! I'm leaving here in a few"
0	KC: "Take your time!! Please!"
atte prov incid day	t morning, at about 8:30 in the morning, a staff member required medical ention and 911 was called from school and was involved in viding care. arrived at school sometime an hour or two after the dent. The time entry for for that day indicated that she began her at 8:00 and ended at 12:52. The entry had been updated by the payroll cesser after told her that in Concord. It is not clear what the original entry indicated for time was not in the building at the start of the school day. 1
pel Ap hav Wh say sch	cleaned for Ms. Collins on at least one personal day. Ms. Collins proved the personal day after texted her that had put in for a resonal day and offered to clean for Ms. Collins. During this text exchange on ril 23 provided by Ms. Collins, wrote: "I just figured I'll actually we some free time to do it without having to have an 'appointment' lol." hen asked by the investigator, Ms. Collins said she didn't know what was referring to when mentioned having an "appointment." said that and Ms. Collins had had previous conversations about ying she had an appointment when was cleaning for Ms. Collins during that and Ms. Collins would suggest that tell that had an "appointment." One of those previous conversations appears to be a April text exchanges referenced above.
wh be for	came in on days on cleaned in the morning but said that would generally be there fore 8:30 which was the start of her day and that she did not ask her to be late school. In terms of suggesting that say had an appointment, so Collins said that she was not aware of or involved in the conversations that had with to explain absence. Ms. Collins referred to

<sup>&</sup>lt;sup>1</sup> While I did review payroll entries for February 7 and April 4, questions remain about who entered time originally, how entries were edited and why. A more in-depth review of that question would entail additional follow up interviews. What is not in dispute is that was late for school on April 4 because was cleaning Ms. Collins' house.

a "unique dynamic" in the health office where there is a lot of "non-productive chatter" with people coming and going in the area.

#### IV. Conclusions



# SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Agreement") is made and entered into by and between Kelly Collins (hereinafter "Employee") and the Kearsarge Regional School District ("Employer") (collectively, the "Parties").

WHEREAS, Employee has been employed by Employer as a principal pursuant to an individual employment agreement for the 2025-2026 school year ("Employment Agreement");

WHEREAS, Employee wishes to resign her employment, effective August 12, 2025; and,

WHEREAS, Employee and Employer desire to settle all claims between them arising out of Employee's employment and separation from employment; and,

NOW, THEREFORE, in consideration of the mutual commitments contained herein, the Parties agree to settle said claims pursuant to the terms of this Agreement, as set forth below.

## 1. Resignation

Employee irrevocably and voluntarily resigns employment with Employer, effective August 12, 2025 ("Resignation Date") and Employer accepts Employee's resignation. Employee shall receive final payment for wages earned, through Resignation Date, in accordance with Employer's regular payroll practices and Employee's wage payment election.

## 2. Further Consideration.

In consideration for the mutual covenants contained in this Agreement, including, but not limited to, the general release of all claims, Employer agrees as follows provided Employee executes this Agreement and does not revoke it as provided herein:

- a. to pay, within 30 days of the Effective Date a severance payment of FORTY-TWO THOUSAND, TWO HUNDRED AND THIRTY-THREE DOLLARS AND SEVENTEEN CENTS (\$42,233.17), less applicable taxes and withholdings. Such amount shall be deposited into Employee's direct deposit account that will be provided to Employer and shall be included in Employee's W-2 form;
- to pay, within 30 days of the Effective Date, THREE THOUSAND, ONE HUNDRED AND SEVENTY-TWO DOLLARS AND THIRTY-SIX CENTS \$3,472.36), for unused vacation leave (6.5 days at her per diem rate) in

accordance with the Administrative Memorandum of Understanding, less applicable taxes and withholdings. Such amount shall be deposited into Employee's direct deposit account that will be provided to Employer and shall be included in Employee's W-2 form;

- c. to continue to pay the Employer's current dollar amount of its share of Employee's current health insurance premium, if Employee elects to continue coverage through COBRA, through December 2025 or until Employee enrolls in alternate employer-sponsored health insurance coverage, whichever is sooner. Payments will be made directly to the insurance carrier;
- d. to match up to a \$3,000 Employee contribution to Employee's 401(k) or 403(b) pursuant to the terms of the Administrative Memorandum of Understanding; and,
- e. in the event Employer receives inquiries from prospective employers regarding Employee, Employer shall inform such prospective employers that it is their practice to provide only Employee's dates of employment, rates of pay, and position(s) held.

# 3. Release and Hold Harmless, and Covenant Not to Sue, by Employee.

Employee, in consideration for the mutual covenants contained herein, for Employee and anyone who may claim through Employee, including but not limited to Employee's personal representatives, heirs, and assigns, does hereby irrevocably and unconditionally release and forever discharge Employer, individual board members in their official and individual capacities, John Fortney, Michael Bessette, elected or appointed officials, agents, servants, attorneys, consultants, investigators, employees, insurers, and their successors or assigns, (individually and collectively the "Releasees"), from any and all claims, damages, complaints, grievances, causes of action, suits, liabilities, demands, and expenses (including attorneys' fees) of any nature whatsoever, both at law and in equity, except those expressly reserved herein, whether known or unknown, now existing or that may result from the existing state of things, that Employee now has or has ever had against Releasees from the beginning of time to the present day. Employee further covenants and agrees not to sue any Releasee for any claim released herein.

In particular, without limitation of the foregoing, Releasees are specifically released from and held harmless from any and all claims arising out of or related to Employee's employment relationship with Employer and separation of employment, including, without limitation, any alleged violation by Employer or Releasees of any federal, state, or local statutes, ordinances, constitutions, charters, or common laws, or contracts, including, but not limited to, any common law claims for wrongful discharge or constructive discharge, any rights under the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans with Disabilities Act, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967, the Older Workers' Benefit Protection Act, the Equal Pay Act, the Employee Retirement Income Security Act, the

Family Medical Leave Act, the Genetic Information Nondiscrimination Act (GINA), Medicare Secondary Payer Act, New Hampshire's Protective Legislation laws (RSA 275:1 et seq.), RSA 279, New Hampshire Whistleblower's Protection Act (RSA 275-E:1, et seq.), New Hampshire's Public Employee Freedom of Expression law (RSA 98-E, et seq.), RSA 189:13; RSA:14-a, RSA 189:31; RSA 189:73; and New Hampshire's Law Against Discrimination (RSA 354-A:1, et seq.), or any other state employment discrimination law.

This Release does not, however, release any claims that cannot be released or waived by law and does not release any claims arising from a breach of this Agreement.

Employee is not releasing claims that Employee may have for Workers' Compensation benefits, but Employee is releasing any Workers' Compensation discrimination claims and any claims for reinstatement or reemployment with Releasees.

# 4. Release and Hold Harmless by Employer.

Employer, in consideration for the mutual covenants contained herein, for Employer and anyone who may claim through Employer, including, but not limited to, the District, its board, officers, elected and appointed officials, insurers, employees, agents, representatives, attorneys, investigators, and their predecessors, successors, heirs, executors, administrators, and assigns, does hereby irrevocably and unconditionally release and forever discharge Employee ("Releasee"), from any and all claims, damages, complaints, grievances, causes of action, suits, liabilities, demands, and expenses (including attorneys' fees) of any nature whatsoever, both at law and in equity, except those expressly reserved herein, whether known or unknown, now existing or that may result from the existing state of things, that Employer now has or has ever had against Releasee from the beginning of time to the present day.

# Confidentiality.

All parties to this Agreement agree that the existence and terms of the Agreement shall be kept strictly confidential except as required by law, and except as follows:

- a) the parties acknowledge that RSA 91-A:4, VI, may require the Employer to make any agreement to resolve a matter involving a governmental unit or any political subdivision or its insurer, to be kept on file at the Kearsarge Regional School District Clerk's office and made available for public inspection for a period of no less than 10 years from the date of settlement;
- the parties acknowledge that RSA 91-A:4, I-a may require the Employer to disclose the records of any payment made to a public employee in addition to regular salary and accrued vacation, sick, or other leave, upon resignation, discharge; and,
- e) Employer may reveal such information to its legal counsel, financial and tax advisors, insurers, and any of its employees to the extent necessary for the

purposes of finalizing and implementing this Agreement, and/or for necessary operations of the Employer, provided they are informed of their obligation to keep this information confidential.

d) This paragraph does not govern nor limit either Parties' ability to discuss matters related to Employee's employment in the event the Agreement or other records related to Employee's employment are released to the public pursuant to RSA 91-A. However, in response to inquiries from prospective employers, paragraph 2.e. shall control.

# Non-Admission of Liability.

It is further understood and agreed by Employee that this Agreement is a compromise of any and all claims Employee might have, and that this Agreement is not, and is not to be construed as, an admission of liability or wrongdoing on the part of the Employer or any other Releasee, by whom liability is expressly denied.

It is further understood and agreed to by the Employer that this Agreement is a compromise of any and all claims Employee might have, and that this Agreement is not, and is not to be construed as, an admission of wrongdoing by Employee, by whom wrongdoing is expressly denied.

# 7. Confidential Employer Information.

Employee agrees to keep confidential all information and/or documents protected from public disclosure by Employer policy, the Family Education Rights and Privacy Act (FERPA), and/or by any other State or Federal law to which she has obtained access or knowledge by virtue of her employment with Employer.

# 8. Effective Date

The Parties agree that this Agreement will be effective upon execution by both parties.

# 9. Substituted Contract.

This Agreement constitutes a substituted contract for all claims being resolved herein, and the sole remedy for any breach of this Agreement shall be an action on this Agreement.

## 10. Severability.

If any provision of this Agreement or its application to any party or circumstances shall be declared void, illegal or unenforceable, the remainder of this Agreement shall be valid and enforceable to the extent permitted by applicable law. In such event, the parties shall use their best efforts to replace the invalid or unenforceable provision with a provision

that, to the extent permitted by the applicable law, achieves the purposes intended under the invalid or unenforceable provision.

# 11. Governing Law and Jurisdiction.

The Parties agree that this Agreement will be governed by New Hampshire law. Employee and Employer agree that any litigation to enforce the provisions of this Agreement shall be brought in state or federal court in the State of New Hampshire.

## 12. Counterparts.

This Agreement may be executed in one or more counterpart copies, all of which together shall form a single, fully executed agreement.

## 13. Entire Agreement.

This Release contains the entire agreement between the Parties, and supersedes all prior agreements or understandings, written or otherwise, which are expressly hereby agreed to be of no further force or effect. Employee acknowledges that she has not relied upon any statements, promises, or agreements of any kind made to her in connection with her decision to enter into this Agreement except for those contained in this Agreement.

IN WITNESS WHEREOF, the Parties having read the foregoing Agreement carefully, and knowing and understanding its contents and effects, sign and seal the same as their own free act and deed.

DATE: 8 | 15 | 2025

DATE: 8 | 15 | Z025

Kelly & Collins
Kelly Collins

Kearsarge Regional School District

BY:

John Fortney, Superintendent



# Leadership Update - KRES-New London

1 message

John Fortney <ifortney@kearsarge.org>
To: new-london-staff-user-group@kearsarge.org

Fri, Aug 22, 2025 at 4:00 PM

Team,

The District has accepted **Kelly Collins's resignation** as Principal of KRES–New London, effective **August 12, 2025**. We thank Kelly for her service to our school community.

Laura Newman, who began serving as Interim Principal on August 1, will continue to lead the school with the support of the existing leadership team. Please reach out to Laura with any school-level questions, or to my office for district-level matters.

Thank you for your continued focus on our students as we begin the new school year.

- John

John Fortney, EdS
Superintendent
Kearsarge Regional School District
SAU #65
Inspiring learners, committing to community, contributing to a dynamic world.

PS. I am sending this at a time that is convenient for me, please feel free to respond when it is convenient for you.

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The Kearsarg We are grated Laura Newm families, and inquiries can Thank you for Sincerely, John Fortney	New London Fami ge Regional Schoo ful for Kelly's contr an, who began se staff as the schoo be directed to the r your ongoing par	lies, I District has a ibutions to our rving as Interin year begins. I's Superintenden	ship Update ccepted Kell students and m Principal f you have so	ly Collins's r d staff. on August 1 chool-related	resignatio , will conti questions	n as Principal	Source of KRES—	New Londo	on, effec cy and s ndon of	support for s	tudents, level

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