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August 16, 2005

Mary Ann Steele
Executive Secretary
Personnel Appeals Board
25 Capitol Street
Concord, NH 03301

RE: Matt Snow - Personnel Appeals Board

Dear Ms. Steele:

I have enclosed a copy of the executed Settlement Agreement with respect to Mr. Snow's appeal. Please note that the hearing scheduled for Wednesday, August 17th is no longer needed.

If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,



John S. Krupski

JSK/lfb

Enclosure

Copy to: John Vinson, Esquire
Matthew Snow

MDP 08/17/05 PM 1:07

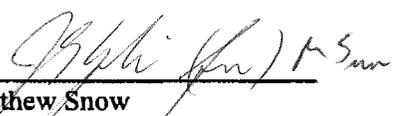
**APPEAL OF
MATTHEW SNOW
Docket # 2005-T-0001**

SETTLEMENT AGREEMENT

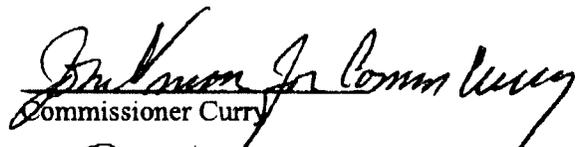
NOW COME the Parties, Matthew Snow and the State of New Hampshire, Department of Corrections, in the above captioned matter, and resolve the Appeal of Matthew Snow as follows:

1. The State of New Hampshire, Department of Corrections, rescinds the termination of Matthew Snow and substitutes the following:
2. Matthew Snow will be reinstated to the position and rank of Correctional Officer as of July 2004, and shall report to duty on Monday, August 29, 2005. Mr. Snow, pursuant to the settlement, makes no claim for salary from July 2004 until his return to service due to mitigation. The State is not obligated to pay any salary during said period of time. The Department of Corrections agrees to cooperate with Snow to preserve his rights with the New Hampshire Retirement System and any other benefit he is entitled to under contract, law or any other source as if there were no break in service.
3. The Parties agree that Mr. Snow will be assigned to the Laconia Correctional Facility as a Correctional Officer, where Jane Coplan is the current Warden.
4. Mr. Snow shall be assigned to First Shift and report to duty commencing at 645 First Platoon for briefing on the 29th of August 2005.
5. The parties agree that after ninety days of employment, Mr. Snow shall be reviewed by Warden Coplan, and in the event that his performance has been satisfactory, shall be promoted to Corporal.
6. In the event that Mr. Snow is promoted to Corporal, his performance will be reviewed by Warden Coplan on or about September of 2006 and if his performance is satisfactory, he will be promoted to Sergeant. In the event that Warden Coplan is no longer associated with the Department of Correction, he will be reviewed by his Current Warden, but in no event will it be any individual who may have a conflict based on the current matter.
7. The State shall reinstate all leave and benefits, including but not limited to, sick leave, annual leave, bonus days, and other leave and will credit Mr. Snow this time, unless he has previously been paid for these hours.
8. The parties agree that they have agreed to settle this entire matter in the interest of both parties.

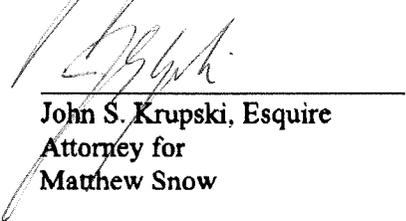
- 9. The parties agree that this agreement is a compromise involving disputed issues of law and fact and hereby acknowledge that this compromise is a settlement without precedence.
- 10. The Department of Corrections shall not be considered to have admitted to any malfeasance, wrongdoing or violation of law.
- 11. Mr. Snow shall not be considered to have admitted any of the conclusions asserted in the letter of termination dated July 2, 2004 or any other allegations against him.
- 12. The Department of Corrections acknowledges that while the letter of termination was made in good faith, the resolution of this matter as contained in this agreement is in the best interest of both parties.
- 13. The parties will not disparage the other. Both parties agree that the continued employment of Mr. Snow with the Department of Corrections would be served by mutual confidence and respect.
- 14. Both parties agree not to retaliate and/or discriminate against the other party as a result of this Settlement Agreement. Further, the Department of Corrections will take affirmative steps to insure that there is no discrimination or retaliation against Mr. Snow.
- 15. Both parties agree to either exchange correspondence with the intent to extend good will on both sides and/or to meet on a personal meeting in order to allow Mr. Snow to express his willingness and desire to remain employed with the Department of Corrections and to allow the Department of Correction to inform Mr. Snow that they value their dedicated and hard working employee.
- 16. Both parties agree and hereby acknowledge that they are duly authorized to enter into this agreement and have executed this agreement knowingly, voluntarily and without undue duress.



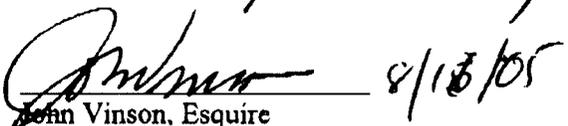
 Matthew Snow



 Commissioner Curry



 John S. Krupski, Esquire
 Attorney for
 Matthew Snow



 John Vinson, Esquire
 Attorney for
 Department of Corrections

8/18/05