

SETTLEMENT AGREEMENT AND RELEASE

This is an Agreement by and between [REDACTED] (hereinafter referred to as [REDACTED]) a tenured Elementary Principal employed by the MARLBORO CENTRAL SCHOOL DISTRICT, MICHAEL RYDELL, individually and in his official capacity as SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SUPERINTENDENT" or "RELEASEE"), and the BOARD OF EDUCATION of the MARLBORO CENTRAL SCHOOL DISTRICT, individually and in their official capacities, (hereinafter occasionally referred to as "DISTRICT", "BOARD" or "RELEASEE"), and



WHEREAS, the parties are desirous of resolving their differences and avoiding litigation, the parties have had all the terms and conditions of this settlement agreement and release clearly explained, and now freely consent to enter into this settlement agreement and release, such consent not having been induced by fraud, duress or any other undue influence; and

WHEREAS, no person not a party to this proceeding has an interest in its outcome, and no party to this proceeding is an infant or incompetent person for whom a committee has been appointed; and

WHEREAS, (i) [REDACTED] has been represented by and has consulted with legal counsel and/or an appropriate labor representative of her choice; (ii) has been given a reasonable period within which to consider this settlement agreement and general release ("Agreement"); and (iii) understands that in executing this Agreement she is, *inter alia*, giving up any and all rights and claims which she has, or may have had in law or in equity under all federal, state, county or local statutes, laws, rules and regulations pertaining to employment, as well as any and all claims under tort law, or which were or could have been alleged by her.

NOW, THEREFORE, in consideration of the said mutual undertakings and promises contained in this Agreement and other good and valuable considerations, the parties agree and covenant as follows:

1. The above recitations of facts and circumstances set forth in all of the preceding "Whereas" clauses are expressly incorporated herein and form a part of the terms of this Agreement.

2. [REDACTED] herewith tenders her irrevocable resignation from her tenured position as Elementary Principal¹ for the DISTRICT for purposes of retirement. Said resignation shall be effective on the close of business on December 31, 2024. [REDACTED] shall continue to report for work at the DISTRICT office located at 21 Milton Turnpike, Suite 100, Milton, New York 12547 and shall continue to be provided with assignments within her tenure area from the date of execution of this Agreement by all parties through the effective date of her resignation. Her

¹ In her Verified Complaint in case no. EF2023-270, [REDACTED] sometimes refers to her tenure area as "Marlboro Elementary School Principal." The parties acknowledge that no such tenure area exists in the District and that her correct tenure area is "Elementary Principal."

irrevocable letter of resignation is attached hereto as Exhibit "A". [REDACTED] shall continue to be paid her regular salary (\$150,850 for July 1, 2023 – June 30, 2024 and \$77,273.50 for July 1, 2024 – December 31, 2024) and continue to receive all fringe benefits in effect through the effective date of her resignation pursuant to the current collective bargaining agreement (the "CBA") between the DISTRICT and the MARLBORO EDUCATIONAL ADMINISTRATORS' ASSOCIATION.

3. The DISTRICT shall also pay to [REDACTED] the sum of FORTY THOUSAND DOLLARS (\$40,000.00) [REDACTED]

[REDACTED] Said sum shall be payable on or before January 31, 2025. In addition, the DISTRICT shall pay [REDACTED] for all accumulated, unused sick days in accordance with the CBA. The retiree accumulated sick leave payment described in this paragraph shall be payable to [REDACTED] as a retiree no later than within sixty (60) days of the effective date of her filing of retirement paperwork with the New York State Teachers Retirement System. [REDACTED] shall receive said monies as regular salary and shall be paid subject to applicable payroll deductions.

4. Effective December 31, 2024, the parties herewith acknowledge that [REDACTED] shall receive health insurance coverage in retirement in accordance with and subject to the CBA and the rules and regulations of the applicable DISTRICT health insurance plan.

5. Effective the close of business on December 31, 2024, [REDACTED] acknowledges that she has, by this Agreement, relinquished all right, title and interest in any position of the DISTRICT, including, but not limited to the position and title of tenured Elementary Principal.

6. Nothing in this Agreement shall be deemed to alter or relieve the DISTRICT of its obligation to defend and indemnify [REDACTED] pursuant to applicable provisions of the New York State Education Law or other applicable law.

7. Nothing in this Agreement shall be deemed to constitute a waiver or promise of forbearance on the part of the DISTRICT [REDACTED]

[REDACTED]

8. [REDACTED] agrees that she will not apply for any vacancy and/or accept a position of employment in the DISTRICT that exists as of the date of execution of this Agreement, or that may exist at any time thereafter.

9. Other than as set forth in the foregoing paragraphs "2," "3" and "4" the parties specifically agree that there shall be no additional monies or benefits paid to [REDACTED] in connection with this Agreement and/or her separation from employment with the DISTRICT.

10. If [REDACTED] resigns from her employment with the DISTRICT at any point prior to December 31, 2024, the DISTRICT'S salary and benefit obligations to [REDACTED] will cease immediately upon payment to her of all salary and contractually owed benefits for work performed up to the effective date of such early resignation.

11. [REDACTED] covenants that she will immediately withdraw every action, complaint, proceeding, charge, grievance, arbitration or any other proceeding, administrative or judicial, she has filed or has had filed on her behalf against the DISTRICT, including, but not limited to, the pending CPLR Article 78 proceeding brought against the DISTRICT and a certain employee of the DISTRICT [REDACTED] bearing index Number EF2023-270. Said action(s) shall be and are withdrawn with prejudice. [REDACTED] hereby further covenants and agrees not to file any action, complaint, proceeding, charge, grievance or arbitration nor commence any other proceeding, administrative or judicial, against the DISTRICT in any court of law, admiralty or equity or before any administrative agency or arbitrator seeking damages or other remedies on [REDACTED] own behalf, with respect to her relationship with the DISTRICT, her employment with the DISTRICT, or respecting any matters which were or could have been claimed, or otherwise arising on or prior to the date of execution of this Agreement, except to the extent that any such claim concerns an allegation that the DISTRICT has failed to comply with any obligations created by this Agreement.

12. Both parties do not admit, and specifically deny any liability, wrongdoing or violation of any law, statute, regulation, agreement or policy, and they are entering into this Agreement solely for the purposes of (a) amicably resolving any and all matters in controversy, disputes, causes of action, claims, contentions and differences of any kind whatsoever between the DISTRICT and [REDACTED] and (b) avoiding the attorneys' fees and other expenses that will result from litigation. No findings of any kind have been made or issued by any mediator, arbitrator, administrative agency or court of law, and [REDACTED] acknowledges that she is not

the prevailing party in any action which she has filed against the DISTRICT, or in any action or putative action which may have been filed against her.

13. For purposes of this Agreement the word "RELEASEES" shall include the MARLBORO CENTRAL SCHOOL DISTRICT, its members, officers, employees, agents, and independent contractors, the SUPERINTENDENT of the MARLBORO CENTRAL SCHOOL DISTRICT, individually and in his official capacity, the BOARD OF EDUCATION OF THE MARLBORO CENTRAL SCHOOL DISTRICT, its members, individually and in their official capacities, its officers, employees, agents, and independent contractors.

14. For purposes of this Agreement the term "RELEASOR" shall mean [REDACTED]

15. The RELEASOR hereby expressly waives any right or claim that she may have or may assert to payment for additional salary, back pay, interest, bonuses, damages, accrued vacation, accrued sick leave, accrued personal days, disability benefits, thrift savings plan contributions or benefits, education benefits, overtime, compensatory time, outplacement, severance pay, attorneys' fees, disbursements and/or costs of suit unless specifically set forth in this Agreement.

16. The RELEASOR, for and in consideration of the payment made by the DISTRICT as set forth herein and other good and valuable consideration, hereby releases and forever discharges, and by this instrument does release and forever discharge the MARLBORO CENTRAL SCHOOL DISTRICT and RELEASEES of and from all actions, causes of action, suits, charges, complaints, proceedings, grievances, obligations, costs, losses, damages, injuries, attorneys' fees, debts, dues, sums of money, accounts, covenants, contracts, controversies,

agreements and promises of any form whatsoever (collectively referred to as "claims") including, but not limited to, any claims in law, equity, contract, tort or those claims which were or could have been alleged up until the date of execution of this Agreement, or any claims arising under any and all federal, state, county or local statutes, laws, rules and regulations pertaining to employment, as well as any and all claims under state or federal contract or tort law against RELEASEES, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent which she, her heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of execution of this Agreement, except a claim that RELEASEES have failed to comply with any obligations created by this Agreement or to enforce her rights under the law to defense and indemnification.

Without limiting the generality of the foregoing, the RELEASOR agrees that she knowingly and voluntarily waives all rights she has or may have (or that of anyone on her behalf) to commence or prosecute any lawsuit, charge, claim, complaint, or other legal proceeding or action against RELEASEES, whether an individual or class action, with any administrative agency, court or other forum, including, but not limited to claims brought under the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.*, the Pregnancy Discrimination Act of 1978, 42 U.S.C. §2000e(k), the Civil Rights Act of 1991, Pub. L. No. 102-166, 105 Stat. 1071 (1991), 42 U.S.C. §1981, the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.*, the National Labor Relations Act, 29 U.S.C. §151 *et seq.*, the Equal Pay Act of 1963, 29 U.S.C. §206(d), the Employee Retirement Income Security

Act of 1974, 29 U.S.C. §1001 *et seq.*, Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S.C. §621 *et seq.*, the Rehabilitation Act of 1973, 29 U.S.C. §791 *et seq.*, the Family and Medical Leave Act of 1993, 29 U.S.C. §2601 *et seq.*, the New York State Human Rights Law, N.Y. Executive Law §290 *et seq.*, Title IX, 20 U.S.C. §1681 *et seq.*, the New York Civil Rights Law, N.Y. Civil Rights Law §79-e *et seq.*, the New York Equal Pay Law, N.Y. Labor Law §§194-198, the New York Workers' Compensation Law, N.Y. Workers' Compensation Law §1 *et seq.*, under any and all other federal, state and local equal employment, fair employment and civil or human rights law (whether statutory, regulatory or decisional), under the statutory, regulatory or common law of any jurisdiction, including, but not limited to, any and all tort claims (*e.g.*, assault, battery, false imprisonment, defamation, intentional infliction of emotional distress, negligent infliction of emotional distress, wrongful termination, negligent hiring, supervision and/or retention, conversion, interference with contract, abusive discharge) and under any and all federal, state and local laws relating to employment and/or gender discrimination, pregnancy discrimination, sexual and/or other harassment, retaliation, benefits, labor or employment standards, or retaliation.

17. [REDACTED] specifically agrees that she knowingly and voluntarily releases and forever discharges, and by this instrument does release and forever discharge the MARLBORO CENTRAL SCHOOL DISTRICT and RELEASEES of and from all actions, causes of action, suits, charges, complaints, proceedings, grievances, obligations, costs, losses, damages, injuries, attorneys' fees, debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements and promises of any form whatsoever (collectively referred to as "claims"), including,

but not limited to claims brought under the Age Discrimination in Employment Act of 1967 (ADEA), 29 U.S.C. §621 et seq., as amended by the Older Workers' Benefit Protection Act, which were or could have been alleged by [REDACTED] her heirs, executors, administrators, successors and assigns up until the date of execution of this Agreement. To comply with the Older Workers' Benefit Protection Act of 1990 (OWBPA), this Agreement and Release has advised [REDACTED] of the legal requirements of the Act, and fully incorporates said legal requirements by reference into this Agreement as follows:

- a) [REDACTED] understands the terms of this Agreement;
- b) [REDACTED] has been advised of her right to consult with an attorney or union representative of her own choosing to discuss the terms of this Agreement, and specifically acknowledges that she has fully discussed the terms of this Agreement with legal counsel or union representation of her own choosing and understands the meaning and effect of her waiver of all rights and claims under the ADEA;
- c) [REDACTED] does not waive any rights or claims under the ADEA that may arise after the date of execution of this Agreement;
- d) [REDACTED] is receiving consideration beyond anything of value to which she is already entitled in exchange for his execution of this Agreement;
- e) [REDACTED] acknowledges that RELEASEES have afforded her the opportunity to consider the terms of this Agreement for a period of twenty-one (21) days;
- f) The parties acknowledge that [REDACTED] may revoke this Agreement within seven (7) days after the Agreement has been executed by all parties and that the Agreement

shall not become effective until the eighth (8th) day after the execution of this Agreement. In the event [REDACTED] chooses to exercise his option to revoke this Agreement, [REDACTED] shall notify the DISTRICT CLERK in writing of said revocation, no later than 5:00 P.M. of the last day of the revocation period.

18. Other than as specifically set forth in paragraph seven (7) above, the DISTRICT and the RELEASEES, for and in consideration of the promises and/or payments made by RELEASOR, as set forth herein and for other good and valuable consideration, hereby release and forever discharge, and by this instrument do release and forever discharge RELEASOR of and from all actions, causes of action, suits, charges, complaints, proceedings, grievances, obligations, costs, losses, damages, injuries, attorneys' fees, debts, dues, sums of money, accounts, covenants, contracts, controversies, agreements and promises of any form whatsoever (collectively referred to as "claims") including, but not limited to, any claims in law, equity, contract, tort or those claims which were or could have been alleged up until the date of execution of this Agreement, except a claim that RELEASOR has failed to comply with any obligations created by this Agreement. The foregoing shall exclude any claims under state or federal law, which arise from any criminal or illegal act, defalcation, false claim, receipt of monies, or any other act involving the illegal or unauthorized conversion of monies or things of value of the DISTRICT and/or RELEASEES by RELEASOR, by her own acts or by the acts of others or third parties through confederation with RELEASOR, or by RELEASOR acting alone or in confederation with others on behalf of a third party. In addition, RELEASOR hereby acknowledges that the foregoing release shall not apply or extend to any claim of the DISTRICT and/or RELEASEES which arises from any criminal or

illegal act. [REDACTED]

[REDACTED]

18. This Agreement shall not be effective or binding upon the RELEASOR and/or the DISTRICT or RELEASEES unless and until it is approved by the BOARD, by formal resolution.

19. The RELEASOR represents and acknowledges that no representation, statement, promise, inducement, threat or suggestion has been made by RELEASEES and/or the attorneys for RELEASEES, to influence her to sign this Agreement, except such statements as are expressly set forth herein.

20. [REDACTED] acknowledges and agrees that she has been given a sufficient time period within which to consider this Agreement, that she has read this Agreement, that she has fully discussed the terms of this Agreement with legal counsel and/or an appropriate labor representative of her own choosing and that she has fully reviewed with legal counsel and/or an appropriate labor representative the claims and rights which are being released and her obligations under this Agreement. [REDACTED] further acknowledges and agrees that, in deciding to execute this Agreement, she has had the opportunity to ask any questions that she may have of anyone, including legal counsel, and/or an appropriate labor representative and/or other personal advisors of her own choosing, that she has consulted with legal counsel, and/or an appropriate labor representative and/or personal advisors of her own choosing, and that she has executed this Agreement freely, voluntarily, and of her own will, and with full and complete understanding of its terms and effects.

21. [REDACTED] specifically acknowledges that she understands that this Agreement is a legally binding document and that by signing this Agreement she is: a) prevented from filing, commencing or maintaining any action, complaint, charge, grievance, arbitration or other proceeding against RELEASEES for any claim that accrues and/or arises prior to the effective date of this Agreement, except as expressly permitted by the terms of this Agreement; and b) required immediately to withdraw any action, complaint, charge, grievance, arbitration or other proceeding against RELEASEES for any claim that accrued and/or arose prior to the effective date of this Agreement, except as expressly permitted by the terms of this Agreement.

22. The parties acknowledge that this Agreement represents the full, final, and complete resolution of this matter; so that this Agreement supersedes all prior agreements, written or oral, if any, between the parties. This Agreement may not be changed except by an instrument in writing signed by the parties.

23. Except as required by law, by lawful subpoena or by lawful order of a court or other tribunal having appropriate jurisdiction, the existence and terms of this Agreement, the consideration paid hereunder, the identity of the parties released under this Agreement and the documents and correspondence between the parties and the discussions and negotiations concerning the settlement are deemed confidential, and shall not be disclosed by any party to any individual or entity not a party to this Agreement (other than as set forth in paragraph 29 below and Exhibit "B"). Without limiting the generality of the foregoing, each party to this Agreement shall not initiate, nor respond to, nor in any way participate in, nor contribute to any discussion, public, private or otherwise, nor take part in any other form of publicity concerning, nor in any

way relating to, the execution and terms of this document and the disputes between the parties that led to any of the differences and/or disputes between them (other than as set forth in paragraph 29 below and Exhibit "B"). Notwithstanding the foregoing, the parties herewith acknowledge that said information shall be disclosed to certain DISTRICT administrators as well as the DISTRICT CLERK and said individuals shall be bound by this confidentiality provision at all times. The parties herewith further acknowledge that [REDACTED] shall be permitted to disclose such information to her attorney(s), union representatives, immediate family, accountants, tax advisors and financial advisors and said individuals shall be bound by this confidentiality agreement at all times. In the event that either party, directly or indirectly, or anyone acting on either party's behalf, breaches the terms of this confidentiality provision, the party who breached the confidentiality provision shall immediately pay to the other party liquidated damages in the amount of \$25,000.00. The burden for proving said breach shall be upon the party alleging the breach of this confidentiality provision. In the event one party alleges such a breach against the other party, the dispute shall be adjudicated by way of expedited arbitration pursuant to the applicable rules and regulations of the American Arbitration Association ("AAA"). The Arbitrator's decision shall be limited solely to determining whether or not the confidentiality provision has been breached. The parties herewith acknowledge that any breach of this confidentiality provision shall not be considered a breach of this Settlement Agreement. This Settlement Agreement shall continue to remain valid and binding upon the parties, notwithstanding the breach of this confidentiality provision.

24. If any provision of this Agreement is determined to be contrary to law by a court of competent jurisdiction, it is understood and agreed that such provision shall be deemed deleted and the balance of this Agreement without such deleted provision, if otherwise lawful, shall remain in full force and effect. If any such deleted provision involves compensation or a monetary or fringe benefit, the undersigned parties agree to negotiate as part of this Agreement in place of such deleted provision a substitute of comparable value thereto, and in the event of an inability to agree exceeding forty-five (45) days from the date of the declaration of illegality either party hereto may submit the issue for final disposition to arbitration by the American Arbitration Association pursuant to its Rules for Voluntary Labor Arbitration. The arbitrator appointed to hear the matter shall be empowered to make an award of comparable value or compensation as reasonably implements the intent of the parties under the deleted provision.

25. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

26. The parties agree to cooperate fully and execute this Agreement and all supplementary documents and take any and all additional action which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

27. This Agreement may not be modified except by written instrument signed by all parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

28. The parties represent and agree that they will not disparage or cause others to disparage each other or make, solicit, or post or cause others to make, solicit or post any comments,

statements, photographs or the like to the media, on the internet, on any social media platforms or to any individuals that may be considered to be derogatory or detrimental to the good name and/or reputation of either party. The parties herewith acknowledge that any violation of this provision by the parties and/or anyone acting on their behalf may be considered a material breach of this AGREEMENT. In the event that either party, directly or indirectly, or anyone acting on either party's behalf, breaches the terms of this non-disparagement provision, the party who breached the non-disparagement provision shall immediately pay to the other party liquidated damages in the amount of \$25,000.00. The burden for proving said breach shall be upon the party alleging the breach of this non-disparagement provision. In the event one party alleges such a breach against the other party, the dispute shall be adjudicated by way of expedited arbitration pursuant to the applicable rules and regulations of the American Arbitration Association ("AAA"). The Arbitrator's decision shall be limited solely to determining whether or not the non-disparagement provision has been breached. The parties herewith acknowledge that any breach of this non-disparagement provision shall not be considered a breach of this Settlement Agreement. This Settlement Agreement shall continue to remain valid and binding upon the parties, notwithstanding the breach of this non-disparagement provision.

29. In the event either party receives any third party (inclusive of media, community members, parents, staff members and/or students) inquiries and/or requests for information regarding [REDACTED] work status, work assignments or any matter related to this Agreement and/or the events, facts and/or or circumstances which led to the execution of this Agreement by the parties, the parties will limit their response to the agreed upon public statements from each

party attached hereto collectively as Exhibit "B". Said statements may be released by either party individually or by both parties jointly, after the execution of this Agreement by all parties. The parties herewith acknowledge that any violation of this provision by the parties and/or anyone acting on their behalf may be considered a material breach of this AGREEMENT.


30. [REDACTED] herewith acknowledges that the DISTRICT has made no representation(s) to her as to the position of the Internal Revenue Service ("IRS") regarding any of the payments made pursuant to this Agreement or as to the position of the Teachers' Retirement System ("TRS") regarding whether said payments will be considered as pensionable service time and/or included in [REDACTED] final average salary ("FAS") for pension purposes. In the event that either the IRS or TRS renders an adverse determination against [REDACTED] with respect to any of the monies paid pursuant to this Agreement, such determination shall have no impact upon the enforceability of this Agreement which shall continue to be valid and binding upon the parties.

31. RELEASEES shall limit their response to any inquiries concerning [REDACTED] employment with the DISTRICT to the position held, dates of employment, salary at the time of her resignation and the contents of the letter of recommendation attached hereto as Exhibit "C".

SIGNATURE PAGE TO FOLLOW

Dated: August 2, 2023

By: 

On the 2nd day of August, 2023 before me personally came  to me known and known to be the individual described herein.

Diane C Darling
Notary Public

DIANE C DARLING
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01DA6242090
Qualified in Ulster County
Commission Expires 05/31/2027

Dated: 8/18/23

By: *Michael Rydell*
MICHAEL RYDELL
SUPERINTENDENT OF SCHOOLS

On the 18th day of August, 2023, before me personally came MICHAEL RYDELL, to me known and known to be the individual described herein.

Cynthia Storno
Notary Public

CYNTHIA STORNO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01ST8187783
QUALIFIED IN ULSTER COUNTY
MY COMMISSION EXPIRES 3-27-24

BOARD OF EDUCATION OF THE
MARLBORO CENTRAL SCHOOL
DISTRICT

Dated: 8/21/23

By: *Frank Milazzo*
FRANK MILAZZO
BOARD PRESIDENT

On the 21st day of August, 2023, before me personally came FRANK MILAZZO, to me known and known to be the individual described herein.

Cynthia Storno
Notary Public

CYNTHIA STORNO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01ST8187783
QUALIFIED IN ULSTER COUNTY
MY COMMISSION EXPIRES 3-27-24

August 2, 2023
July __, 2023

EXHIBIT "A"

Dear Superintendent Rydell:

I herewith submit my resignation for purposes of retirement from the tenured position of Elementary Principal. My resignation shall be effective on December 31, 2024. I understand, acknowledge and agree that this letter of resignation is irrevocable.

My resignation is subject to and contingent upon the execution of a certain Agreement by the Board of Education of the Marlboro Central School District.

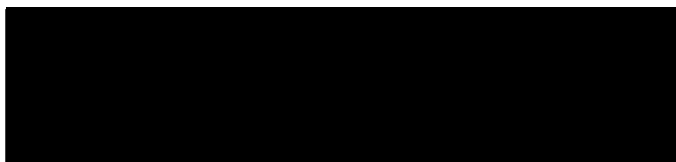
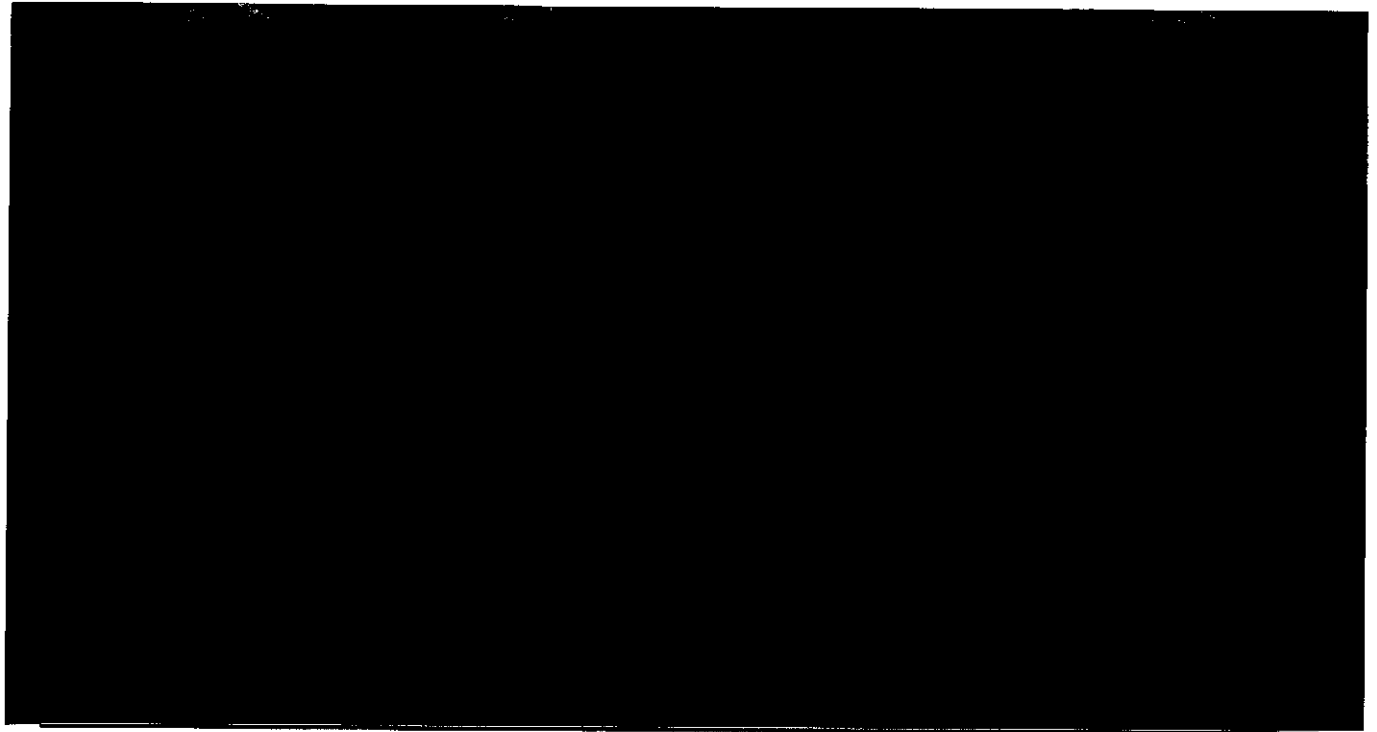


EXHIBIT "B"

██████████ has advised the District that she intends to resign from her position as elementary principal for retirement purposes effective December 31, 2024. ██████████ was initially hired by the Marlboro Central School District as a classroom teacher in September 1997. She was appointed elementary principal in August 2006 and was most recently assigned to Marlboro Elementary School, effective July 2016. ██████████ will continue to serve the Marlboro Central School District in an administrative capacity assigned to District Offices through the date of her resignation.

EXHIBIT "C"

To Whom It May Concern,



Sincerely,

Michael Rydell