

AGREEMENT

This Agreement (hereinafter referred to as the “Agreement”) is made by and between the Superintendent of Schools Trina S. Newton on behalf of the Geneva City School District (hereinafter referred to as the “District”) and Laurence Russell (hereinafter referred to as “Mr. Russell” or the “Employee”), a tenured teacher, (hereinafter collectively referred to as the “Parties”).

WHEREAS, Mr. Russell is currently employed by the District as a Teacher and earned tenure under the provision of the New York State Education Law; and

WHEREAS, on or about June 26, 2019, the District commenced disciplinary proceeding SED No.: 34,989 against Mr. Russell under Section 3020-a of the New York State Education Law; and

WHEREAS, Mr. Russell denies the Charges and has requested a hearing on the Charges preferred against him; and

WHEREAS, the Parties recognize the cost and uncertainties of litigation and have decided that it is in their respective best interests to compromise and resolve their differences in full, by entering into this Agreement and making clear their respective rights and obligations without resorting to further litigation; and

WHEREAS, the Parties have read the terms of this Agreement, are of legal age, are legally competent to understand and enter into a binding agreement, have retained counsel, and have had all the terms herein explained to them, so that each party knowingly, freely, and voluntarily enters into this Agreement without fraud, duress, or any other undue influence.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Withdrawal of Charges**. Subject to approval by the District's Board of Education, the District agrees to withdraw the Section 3020-a disciplinary charges filed in SED Case No.: 34,989, with prejudice, and to advise the State Education Department of that withdrawal, in writing, with a copy of that communication sent to Mr. Russell's counsel.

2. **Acknowledgment**. Mr. Russell agrees to waive his right to a formal disciplinary hearing in said matter, and agrees to comply with all of the terms and conditions prescribed by this Agreement.

3. **Consent**. Mr. Russell consents to the following:

a. **Last Chance**. The Parties agree that Mr. Russell should be given one last chance to continue his employment with the District. However, should Mr. Russell engage in conduct that is retaliatory towards the individuals involved in this matter or in conduct that jeopardizes the health, safety and/or welfare of the District's students, the District may initiate a disciplinary proceeding against him in accordance with any applicable statutory or other due process requirements, and he agrees that termination will be the sanction if he is found guilty of such charge. In the event the District initiates such a disciplinary proceeding, the Parties understand that this Agreement may be admitted into evidence.

b. **Fine**. A fine in the amount of one thousand five hundred dollars (\$1,500.00) shall be deducted from Mr. Russell's twelve (12) paychecks in substantially

equal installments, from his bi-weekly paycheck, starting as soon as practicable following the effective date of this Agreement.

- c. Professional Development. Mr. Russell will actively engage in professional development in the area of concussion management. The professional development shall be chosen, scheduled, and paid for by the District and shall be in addition to any professional development provided to the staff and department. Time spent in the identified professional development shall not be credited towards any additional compensation unless such professional development is scheduled during a school vacation period.
- d. Coaching. Mr. Russell agrees to never apply to a coaching position at the District.
- e. Assignment Transfer. Commencing with the 2019-2020 school year, Mr. Russell will be transferred to the Middle School. After each of the students from the 2019 Boys' Varsity Lacrosse Team is no longer a student at the District, Mr. Russell may apply to transfer to a position at the High School.

4. **Waiver and Release; Covenant Not to Sue**. In consideration of the promises and other valuable consideration contained in this Agreement, the Employee hereby forever, fully and completely releases and discharges the District and any affiliated entities and their respective current, former, and future directors, members, Board of Education, officers, employees, attorneys, agents, insurers, reinsurers, representatives, and successors and assigns, and all persons acting with or on behalf of them (hereinafter collectively referred to as the "Released Parties"), in both their official and individual capacities, from any and all claims, liabilities, demands and causes of action of any kind, whether known or unknown, whether based

upon or arising out of tort, contract (express or implied), collective bargaining agreement, fiduciary or other duty, common law, certificate of incorporation, bylaw, resolution, manual or other document or corporate or other law, or arising out of any prohibited act under local, state, or federal employment or benefits law, including but not limited to any claims of discrimination and/or discriminatory employment practices on the basis of race, color, gender, sex, sexual harassment, sexual orientation, disability, handicap, religion, creed, national origin, ancestry, age, citizenship, ethnic characteristics, sexual or affectional preference or marital status and also includes, no matter how denominated or described, any claims of discrimination, retaliation or interference under Title VII of the Civil Rights Act of 1964, 42 USC § 2000e et seq., 42 USC § 1981, the Civil Rights Act of 1991, Sections 1981 through 1988 of Title 42 of the United States Code, as amended, the Employee Retirement Income Security Action of 1974 (hereinafter referred to as “ERISA”), 29 USC § 1002 et seq., as amended, the Workers Adjustment and Retraining Notification Act, as amended, the Americans with Disabilities Act (hereinafter referred to as “ADA”), 42 USC § 12101 et seq., the Family and Medical Leave Act of 1993 (hereinafter referred to as “FMLA”), 29 USC § 2601 et seq., the Fair Labor Standards Act (hereinafter referred to as “FLSA”), 29 USC § 201 et seq., the Age Discrimination in Employment Act (hereinafter referred to as “ADEA”), 29 USC § 623 et seq., the New York State Human Rights Law, NY Exec. Law § 290 et seq., the New York Labor Law, the New York Education Law, the New York Civil Service Law, or any other federal, state or local law, rule, regulation, ordinance, executive order or policy, and any claims of conversion, failure to return property, failure to pay wages, wrongful discharge or termination, tortious interference with contract, breach of covenant, constructive discharge, breach of promise, public policy, negligence, retaliation, defamation, libel, slander, impairment of economic opportunity, loss of

business opportunity, fraud, deceit, misrepresentation, whistle-blower activities, perceived disability, history of disability, claims for back pay or front pay, claims for pain and suffering and/or emotional injuries, claims for personal injuries of any kind, and payment of wages or benefits of any type, as well as any claims for attorneys' fees, costs, or expenses of any kind and claims for injunctive relief, which the Parties may ever have had or claims to have had, from the beginning of the world through the date that this Agreement is fully executed, i.e., signed by both Parties, except the obligations expressly imposed on the Parties by this Agreement will survive execution of the Agreement.

Mr. Russell represents and warrants that he has not filed or caused to be filed any actions, charges or complaints against the District with any municipal, state or federal court or agency charged with the enforcement of any law.

Pursuant to and as a part of Mr. Russell's release and discharge of the District, as set forth in this Agreement, he agrees, not inconsistent with EEOC Enforcement Guidance On Non-Waivable Employee Rights Under EEOC-Enforced Statutes dated April 11, 1997, and to the fullest extent permitted by law, not to sue or file a charge, complaint, grievance or demand for arbitration against the District in any forum. Mr. Russell is not prohibited from cooperating with any investigation conducted by the EEOC or other local human rights agency; however, he expressly waives any claim to any form of monetary or other damages, or any other form of recovery or relief in connection with any such action.

Nothing in the foregoing paragraph shall prevent Mr. Russell or his attorneys from commencing an action or proceeding to enforce this Agreement.

5. **Adequacy of Consideration.** Each of the Parties hereto acknowledges that the consideration exchanged as part hereof amongst them is fair, reasonable, and adequate for having

entered into this Agreement. Mr. Russell understands and agrees that he shall not be entitled to any other benefit from the District except those specified in this Agreement and acknowledges that he is receiving consideration to which he might not otherwise be entitled.

6. **Capacity.** The Parties acknowledge that they have read all of the terms of this Agreement, are of legal age, are legally competent to understand and enter into a binding Agreement, have had the opportunity to be represented by counsel or union representation, and have had the terms herein contained explained to them, so that each party knowingly and voluntarily enters into this Agreement without fraud, duress or any other undue influence.

7. **Savings Clause.** If any provision of this Agreement or any application of it shall be found contrary to law, then such provision or application shall be deemed valid only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

8. **Full, Final and Complete Agreement.** The Parties agree that this written Agreement represents the full, final and complete resolution of this matter, has not been supplemented by any oral promises or representations, and cannot be modified, except in a writing signed by all Parties hereto or their lawful successors, and approved in the same manner as this Agreement.

9. **Effective Date.** This Agreement shall take effect immediately upon its execution by the Parties and the approval of the District's Board of Education.



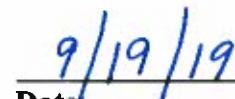
Laurence Russell, Teacher



Date



Trina S. Newton, Superintendent of Schools



Date

ACKNOWLEDGMENTS

STATE OF NEW YORK)
) ss.: **MR. RUSSELL'S ACKNOWLEDGMENT**
COUNTY OF ONTARIO)

On this 19 day of September, 2019, before me personally came Laurence Russell, to me known and by me duly sworn to be the person described in and who executed the foregoing instrument and he duly acknowledged to me that he executed the same.

JENNIFER LYNN BONI
Notary Public - State of New York
No. 01BO6251606
Qualified in Ontario County
My Commission Expires November 14, 2019

Jennifer Boni
NOTARY PUBLIC

STATE OF NEW YORK)
) ss.: **DISTRICT'S ACKNOWLEDGMENT**
COUNTY OF ONTARIO)

On this 19 day of September, 2019, before me personally came Trina S. Newton, to me known and by me duly sworn, who did depose and say that she is the Superintendent of Schools of the Geneva City School District, the organization described in, and which executed the above instrument; and that she signed said instrument by order of the Board of Education of said organization.

JENNIFER LYNN BONI
Notary Public - State of New York
No. 01BO6251606
Qualified in Ontario County
My Commission Expires November 14, 2019

Jennifer Boni
NOTARY PUBLIC