

STIPULATION OF AGREEMENT
by and between the
Scarsdale Union Free School District
and
Dr. Thomas Hagerman

WHEREAS, Dr. Thomas Hagerman (“Dr. Hagerman”) is employed by the Scarsdale Union Free School District (“the District”) as the Superintendent of Schools; and,

WHEREAS, Dr. Hagerman and the District are parties to an employment agreement covering the period July 1, 2021 through June 30, 2025 (“the Contract”); and,

WHEREAS, Dr. Hagerman has previously submitted his resignation from employment effective June 30, 2022, which was accepted by the Board of Education; and,

WHEREAS, to avoid the costs and uncertainties of litigation the District and Dr. Hagerman have subsequently reached an agreement that he will separate from employment with the District before the end of the school year;

NOW, THEREFORE, the District and Dr. Hagerman hereby agree as follows as and for a Stipulation of Agreement:

1. Dr. Hagerman hereby submits this Stipulation of Agreement as his irrevocable resignation from employment effective at the close of business on May 6, 2022. This resignation is final, permanent and irrevocable as of the date Dr. Hagerman signs this Agreement unless the District’s Board of Education fails to approve the Agreement by duly enacted resolution by May 13, 2022.

2. In return for his resignation and his waiver of claims and general release set forth in paragraphs 6 and 7, *infra*, the District agrees that it shall pay Dr. Hagerman the amounts set forth herein, less applicable tax withholding and other applicable payroll taxes and withholdings. No other compensation, benefits or fees are owed or shall be paid by the District to Dr. Hagerman other than as set forth in this Agreement. The payments set forth in this paragraph 2 shall be in full and complete satisfaction of any and all monies due to Dr. Hagerman related to his employment and/or separation from the District, as well as other monies not otherwise due to him. The separation payments shall be made by the District to Dr. Hagerman as follows:

- a. A payment for a total of twenty five (25) accrued and unused vacation and personal leave days at the per diem rate of 1/240th of his current base salary, less appropriate tax withholding and other applicable payroll taxes and withholdings, shall be made no later than May 31, 2022.
- b. A non-elective employer contribution payment to Dr. Hagerman’s Tax Sheltered Annuity in the total amount of \$3,357.44 shall be made no later than May 15, 2022.

- c. A payment for the balance of what the District would otherwise have contributed to the SUNY Optional Retirement Plan in May and June 2022, consistent with the Plan rules and regulations and the terms of Article VI(A)(10) of his Contract (\$8,319.44) shall be made no later than June 30, 2022 to the extent permitted by applicable Plan rules, regulations and law. If such contribution cannot be made following his separation pursuant to applicable Plan rules, regulations or law, then the District shall make such payment directly to Dr. Hagerman, less appropriate tax withholding and other applicable payroll taxes.

3. a. The District shall continue to provide Dr. Hagerman's health insurance coverage through June 30, 2022. Consistent with the terms of his Contract, Dr. Hagerman's employee premium contribution of fifteen (15%) of the applicable premium for the months of May and June 2022 (totaling \$256.44) shall be deducted from the severance payment set forth in paragraph 2(a), *supra*. Following his resignation, Dr. Hagerman and/or his eligible dependents shall have the option to continue health and hospitalization coverage effective July 1, 2022 by payment to the District of 100% of the applicable monthly premium for the applicable period(s) during which such coverage may be available pursuant to applicable law.

- b. The District shall continue to provide Dr. Hagerman with dental insurance benefits through June 30, 2022 at District expense.

4. In consideration of the severance payments set forth in paragraph 2, *supra*, and the continuation of health insurance set forth in paragraph 3, *supra*, Dr. Hagerman shall make himself available to the School District if and when requested by the Acting and/or Interim Superintendent of Schools, Board President or Counsel to the District, to respond to reasonable requests for information and/or assistance, including but not limited to providing assistance with the transition to the Acting and/or Interim Superintendent of Schools and/or to provide information concerning matters about which Dr. Hagerman may have knowledge. To the extent possible, such requests shall be made on 24 hours' notice to Dr. Hagerman and his responses shall be accomplished by telephone and/or video conference to the extent practicable, with due regard for Dr. Hagerman's personal and professional commitments, and consistent with Dr. Hagerman's status as a professional educator. Dr. Hagerman shall not be entitled to any additional compensation for any such consultation or assistance to the School District.

5. Within ten (10) calendar days following his execution of this Agreement, Dr. Hagerman will return all District property of any sort, including but not limited to: equipment, keys, ID, passwords for District computer systems and/or software programs, documents and files (whether in hard copy or electronic versions), etc. which were provided to him or created or used by him while employed by the School District, and which are in his possession or to which he has access. Any such property as is later discovered by him shall be returned promptly to the District.

6. Dr. Hagerman freely relinquishes, releases, and waives all possible claims and causes of action against the District, its successors, assigns, agents, employees, board members, and attorneys that may have arisen from the time of his first contacts with the District to the date of his signature on this Agreement. This includes, but is not limited to, any claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), the Civil Rights Acts of 1866, 1871, and/or 1991, the Rehabilitation Act of 1973, the Employee

Retirement and Income Security Act, the New York Human Rights Law, the Westchester County Human Rights Law, the Civil Service Law, the Education Law and all other federal, state, county, and local laws, ordinances, regulations or orders. Among other things, these laws prohibit discrimination in employment on the basis of sex, race, color, religion, creed, age, national origin, marital status, and disability. This release and waiver of claims shall also include any claims for constitutional violations, wrongful or abusive discharge, breach of contract, breach of a collective bargaining agreement, infliction of emotional distress, libel, slander, or any other tort, common law or contract claim. This waiver and release also includes all claims now known to Dr. Hagerman, as well as all possible claims that are not now known to Dr. Hagerman. The only exceptions to this waiver are that Dr. Hagerman may seek to enforce the specific terms of this Agreement. Dr. Hagerman acknowledges that he understands that nothing in this Release, or this Agreement generally, prevents him from filing a claim with the Equal Employment Opportunity Commission ("EEOC") or participating in any investigation or proceeding conducted by the EEOC. However, Dr. Hagerman expressly agrees that he shall not seek, obtain or accept any benefit, recovery or relief therefrom, and waives the right to any relief, including monetary relief or equitable relief, except to the extent expressly required by law.

7. Dr. Hagerman agrees not to file any claim or bring any lawsuit for any claim waived in paragraph 6, or to permit anyone else to do so on his behalf. If any portion of such commitment is unenforceable or prohibited by law, then Dr. Hagerman agrees not to seek or obtain personal monetary damages or personal equitable relief from the District in such legal proceedings. If Dr. Hagerman breaches this or any other provision of this Agreement, the District will not only be entitled to reimbursement for any payments made to Dr. Hagerman pursuant to paragraphs 2 and 3, *supra*, but also to reimbursement for any reasonable attorneys' fees and/or court costs it expends in its enforcement of this Agreement.

8. The District, for and in consideration of the agreements made by Dr. Hagerman as set forth herein, and for other good and valuable consideration, hereby releases and forever discharges Dr. Hagerman from any and all known claims it may have against him up until the date of his execution of this Agreement, by reason of any actual or alleged lawful act, omission, transaction, event or other matter arising out of his employment as Superintendent of Schools in his capacity as Superintendent which was within the scope of his employment; provided however, that this release and waiver of claims shall not apply to any conduct or act by Dr. Hagerman that was outside the scope of his employment as Superintendent of Schools or that results in a conviction or plea of guilty to a crime.

9. The District agrees not to file any claim or bring any lawsuit for any claim waived in paragraph 8, or to permit anyone else to do so on his behalf. If the District breaches this or any other provision of this Agreement, Dr. Hagerman will be entitled to reimbursement for any reasonable attorneys' fees and/or court costs it expends in its enforcement of this Agreement.

10. Dr. Hagerman represents and certifies by execution of this Agreement that he has had a full and fair opportunity to consult with his chosen attorney before signing this Agreement, and that he has read it carefully and fully understands its contents. He also represents and certifies that the signing of this Agreement is voluntary and has not been forced or coerced in any way, and that he is aware that it sets forth the entire agreement among the parties and that it has final and binding effect on him. He also represents and certifies that neither the District nor any of its agents, employees, representatives or attorneys made any representations concerning

the terms and conditions of this Agreement other than those contained herein. Dr. Hagerman further declares that he has been satisfactorily represented by his chosen attorney.

11. Dr. Hagerman acknowledges that he has been offered up to twenty-one (21) days to carefully read and consider his release of claims under the ADEA and OWBPA, and that he fully understands and agrees to all of its terms. Dr. Hagerman acknowledges that after consultation with his chosen attorney, he has decided to execute this Agreement without utilizing all of the twenty-one (21) days mentioned herein.

12. Dr. Hagerman may revoke only his release of claims under the ADEA and OWBPA within seven (7) days after he signs this Agreement. Revocation can be made by delivering written notice of revocation to Dr. Andrew Patrick, Assistant Superintendent of Human Resources and Leadership Development, 2 Brewster Road, Scarsdale, NY 10583. For this revocation to be effective, the written notice must be received by Dr. Patrick's office no later than the close of business on the seventh day after Dr. Hagerman signs this Agreement, or else Dr. Patrick's office must be notified by telephone by that day that the written notice has been mailed. Although not required, it is recommended that such notice be sent by certified mail, return receipt requested. If Dr. Hagerman revokes his release of claims under the ADEA and/or the OWBPA, the District shall, at its sole discretion, have the option of either enforcing the remaining terms of this Agreement or rescinding this Agreement in its entirety.

13. Dr. Hagerman specifically acknowledges and agrees that the District has not made any representations, guarantees or commitments regarding the treatment that the New York State Retirement System, the SUNY Optional Retirement Program, the New York State Department of Taxation and Finance, the Internal Revenue Service or any other governmental agency may provide with regard to any salary, service credit, payments or other benefits set forth in this Agreement.

14. Except as may otherwise be required by applicable law, the parties have agreed to provide only the statements attached hereto as Exhibit "A" and Exhibit "B" in response to any inquiries regarding this Agreement.

15. This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements, memoranda, correspondence, conversations, discussions and/or negotiations held/or which have taken place between the parties regarding Dr. Hagerman's separation from employment.

16. No signatory hereto is a minor or incompetent within the meaning of the laws of the State of New York; nor is any signatory to this Agreement under the influence of alcohol, prescription medications, other drugs or any other substances that would impair his or her exercise of judgment; nor has any signatory been coerced or placed under duress so as to inhibit his or her free will or knowledge and understanding of the terms set forth in this Agreement.

17. If any provision of this Agreement is held to be illegal, void or unenforceable, then such provision shall be of no force and effect, but shall not impair the legality or enforceability of any other provision of the Agreement, and the parties agree, at each other's request, to execute a new release, waiver and/or covenant that is legal and enforceable to the fullest extent permitted by law.

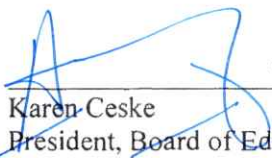
18. This Agreement, including this paragraph, may not be altered except by a writing signed by all parties. It may not be modified orally.

19. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party, regardless of by whom it was drafted.

20. This Agreement shall be construed and enforced in accordance with the substantive laws of the State of New York, and the federal and state courts located in Westchester County shall have sole and exclusive jurisdiction to construe and enforce the Agreement. Any claim relating to or arising out of this Agreement shall be brought only in a court located in Westchester County, New York without resort to a jury.

21. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute the same instrument.

22. Except as otherwise set forth herein, this Agreement shall not become binding or effective unless and until ratified by a duly enacted resolution of the Board of Education.



Karen Ceske
President, Board of Education

5/6/2022

(Date)

Thomas Hagerman 5/6/22

Dr. Thomas Hagerman
(Date)

Amber Yusuf
Vice President, Board of Education

Exhibit A

The Board of Education has accepted the resignation of Dr. Thomas Hagerman as Superintendent of Schools of the Scarsdale Public School District. In connection with his resignation, the parties have entered into a separation agreement which will be posted in Board Docs. The Board of Education believes that this Agreement is in the best interests of the District and community at this time.

Exhibit B

Scarsdale Board of Education and School Community:

From the onset of this school year, the District has prioritized a return to normalcy for both our students and staff. While many gains have been made towards this end, the IRS issue has become a major distraction to that work. Although I have already resigned my position as superintendent of schools, effective June 30, I now feel it is best to do so more immediately in order for the District to keep its focus on students and a successful ending to the school year.

It has been a privilege to work on behalf of Scarsdale's children and youth and alongside so many outstanding administrators, faculty, and staff.

Respectfully,
Dr. Thomas Hagerman