

SEPARATION AGREEMENT

1. **Parties:** This is a Separation Agreement between the Putnam Valley Central School District (the "District"), 146 Peekskill Hollow Road, Putnam Valley, New York 10579, and Mr. Dennis Tave (the "Employee"), 81 Kennard Road, Mahopac, New York 10541. This Agreement, including Exhibits "A" and "B," shall cover the terms of the Employee's separation from employment by the District.
2. **Resignation:** The Employee will furnish the District, upon the execution of this Agreement, with an irrevocable letter of resignation for purposes of retirement, effective July 1, 2004. The Employee's letter of resignation for purposes of retirement is annexed hereto as Exhibit "A," and is effective only if this Agreement is fully executed by all parties.
3. **Disciplinary Charges:** The District agrees that it will forbear from preferring disciplinary charges against the Employee based upon his employment with the District. The Employee denies any wrongdoing.
4. **Release:** In consideration for the promises made by the District herein, the Employee, on his own behalf, and on behalf of his agents, assignees, attorneys, heirs, executors and administrators, knowingly, voluntarily, and fully releases and discharges the District, their affiliates, successors, assigns, officers, board members, administrators, attorneys, employees, representatives and agents (hereinafter referred to as "Released Parties") from any and all liability, claims, demands, actions, obligations, causes of action, suits and grievances of any kind whatsoever, known and unknown, at law or in equity, which Employee has, claims to have, or may have had, which are or may be based on any facts, acts, conduct, documents, representations, omissions, contracts, deferred compensation plans, claims, events or other things occurring at any time on or before the date of this Agreement and arising out of his employment with or separation from the District. It is understood that this release includes, but is not limited to, all claims for wages, back or front pay, damages, costs, expenses, attorneys' fees, employee benefits, remedies of any other type, breach of contract or duty, fraud, misrepresentation, defamation, tort and any claims under any federal, state, local or other governmental statute or ordinance, including, without limitation, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et. seq., the Age Discrimination in Employment Act, 29 U.S.C. § 621 et. seq., the Age Discrimination Act of 1975, 42 U.S.C. § 6101, et. seq., the Rehabilitation Act of 1973, 29 U.S.C. § 700, et. seq., the Civil Rights Act of 1991 42 U.S.C. § 1981, et. seq., the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et. seq., the New York Human Rights Law, and any claims arising under any other federal, state or local statute or opportunity, wages and ours, and the common law of any state. Employee understands that he is releasing, among other claims, claims for age, race, sex, religion, national origin, disability and any other form of employment discrimination, as well as other

employment related claims. This paragraph releases the Released Parties from all conduct and claims that arise out of or relate to his employment with and separation from the District, up to the effective date of this Agreement. It is agreed that the aforementioned release shall exclude from its terms and reserve for the Employee the right to interpose (in the event of a suit against the Employee for claimed acts and/or omissions occurring during the Employee's employment with the District) claims or causes of action against the District or its officers, agents, employees, trustees, or other persons acting on its behalf, for contribution, indemnification, culpable conduct in diminution of damages, negligence, legal representation and the costs and expenses thereof, payment of costs and damages which may be adjudged against him, and any other claims or causes of action related to the Employee's defense of such a suit. The claims or causes of action which are listed above as being reserved by the Employee shall include without limitation those based upon the provisions of the Education Law (including Sections 3023 and 3028). Nothing contained in this Paragraph nor in the subject release shall impair the right of the District or the Superintendent to contest the merits of any claim or cause of action which has been reserved by the Employee herein and excluded from the scope of the said release, and which may hereafter be interposed by the Employee.

5. **Future Suits:** Employee promises not to institute any future suits or proceedings at law or in equity or any administrative proceedings against the District for or on account of any claim or cause of action arising out of his employment or resignation of employment with the District, except that the claims reserved for the Employee in Paragraph 4, above, shall not be subject to this promise.
6. **Compensation:** In consideration for the promises made by the Employee herein, the District shall continue to pay the Employee, or his estate, at his current level of benefits and rate of pay, consistent with the teachers collective bargaining agreement (the "CBA"). The Employee will receive salary in the amount of ninety thousand five hundred and seventy four dollars (\$90,574.00), and he shall remain on the District's payroll, as an employee, through and including June 30, 2004.
7. **Duties:** The Employee will be assigned to home and designated as "on-call" status. The Employee will perform assigned duties that are within his tenure area and consistent with the terms and conditions of the CBA upon the request of the District. Said request must be communicated to the Employee from the District three (3) days in advance of the date upon which work is to be conducted by the Employee. The Employee will not enter onto District property without prior written permission of the District.
8. **Benefits:** From July 1, 2004 and forward, the Employee will remain entitled to all benefits due a retired employee of the District, consistent with the teachers CBA. The District agrees to make all required retirement contributions with respect to the Employee.
9. **Confidentiality:** The Parties agree that the terms, amount and existence of the Agreement, as set forth in this Agreement, shall be kept strictly confidential and the Parties promise that they shall not disclose, either directly or indirectly, any information

concerning this Agreement, or its existence, to anyone (unless required to do so by judicial order or process of law) including but not limited to, past, present or future employees of the District. It is understood and agreed, however, that Employee may discuss the terms, amount and existence of this Agreement with his attorney, tax advisor or immediate family. The Employee affirmatively states that he has had access to and consulted with counsel in reaching this Agreement, and that he has entered into this Agreement with advice and consent.

10. **Confidential Information:** The Employee agrees that on or before July 1, 2004, he will surrender to the District any and all school property, including, but not limited to, computers, books, records and documents in his possession. In addition to any common law obligations Employee may have to the District, upon execution of this Agreement, if questioned by persons other than his immediate family and attorney(s) regarding his separation from employment with the District, the Employee agrees that he will limit his reply, if any, to the effective date of his resignation for purposes of retirement and further agrees not to disclose confidential student information obtained from educational records as that term is defined in the Family Educational Rights and Privacy Act.
11. **Employment Information:** Upon the request of any prospective employer who may make an inquiry regarding the Employee, the District agrees to provide, on District letterhead, the document attached hereto as Exhibit "B."
12. **Right of Rescission:** The Employee acknowledges that he has read this Agreement, that he understands its meaning and intent and has executed the Agreement of his own free will and volition after consulting with his attorneys. He also acknowledges and confirms that the only consideration for his signing this agreement are the terms and conditions stated in this agreement, that no other promise or agreement of any kind, except those set forth in this agreement has been made to him by any person to cause him to sign this document and that he fully understands its meaning and intent. The District acknowledges and agrees that the Employee is entitled to at least twenty-one (21) days to consider the effect of this Agreement before signing same, that this Agreement may be revoked by the Employee during the seven (7) day period beginning immediately after he signs this Agreement and that this Agreement will not be effective or enforceable until the seven (7) day revocation period has expired.
13. **Enforceability:** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.
14. **Law Governing:** This Agreement shall be governed by the laws of the State of New York (regardless of the laws that might otherwise govern under applicable conflict of laws principles) as to all matters, including, but not limited to, validity, construction, effect, performance, and remedies.
15. **Modification:** This Agreement may only be changed in writing, upon consent of both parties.

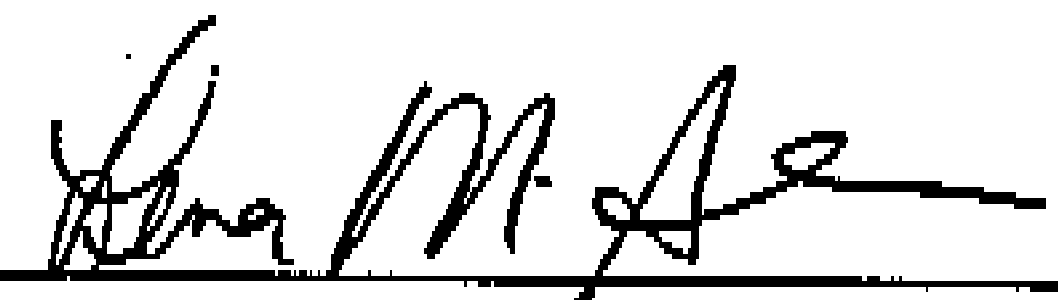
16. **Entire Agreement:** This Agreement constitutes the entire agreement and understanding of the parties as to the subject matter hereof, and the parties acknowledge, represent and agree that there are no other agreements, commitments, representations, or understandings between the parties concerning the subject matter hereof and that this Agreement supersedes all other written documents or oral conversations relating to the subject matter hereof. By their signatures below, the parties acknowledge that they fully understand and accept the terms of this Agreement and represent and agree that their signature is freely, voluntarily and knowingly given.

17. **Counterparts:** This Agreement may be executed in counterparts and exchanged between the parties with the full force and effect as if all signatures had appeared on one agreement.

Agreed and Accepted by


 DENNIS TAVE, Employee

10-1-03
 Date



 JAMES R. SANDNER, ESQ.
 Attorney for Employee
 52 Broadway
 New York, NY 10004

10/1/03
 Date

By: LENA M. ACKERMAN, ESQ.

PRESIDENT, BOARD OF EDUCATION
 PUTNAM VALLEY CENTRAL SCHOOL
 DISTRICT

 Date


 RAYMOND G. KUNTZ, P.C.
 Attorney for District, Employer
 P.O. Box 396
 Route 22, Hunting Ridge Mall
 Bedford Village, New York 10506

10/6/03
 Date

By: THOMAS SCAPOLI ESQ.

EXHIBIT "A"

Dennis Tave
81 Kennard Road
Mahopac, New York 10541

Board of Education of the
Putnam Valley Central School District
146 Peekskill Hollow Road
Putnam Valley, New York 10579

Dear Board Members:

I hereby irrevocably resign as a teacher in the Putnam Valley Central School District for purposes of retirement, in accordance with and subject to the Separation Agreement signed contemporaneously herewith, and effective close of business July 1, 2004

10-1-03
Date

Dennis Tave
Dennis Tave

EXHIBIT "B"

On District Letterhead

Dear Sir or Madam:

Dennis Tave was first hired as a teacher in January of 1968 by the Putnam Valley Central School District. He taught seventh grade for thirty-five (35) years, until July 1, 2004, when he retired. His last teaching assignment was at Putnam Valley Middle School in Putnam Valley, New York, where he served as a tenured teacher of Social Studies.

Representative of the
Putnam Valley Central School
District