

RESIGNATION AGREEMENT

This Agreement ("Agreement") is made by and between the Board of Education ("Board") for the City School District of the City of Buffalo (the "District") and Dr. Kriner Cash ("Dr. Cash"), collectively referred to herein as the "Parties", pursuant to paragraphs 15.b. and c. of their current Contract of Employment, dated August 25, 2015, as amended.

WITNESETH THAT :

WHEREAS, the District's Board of Education and Dr. Cash wish to terminate their said Contract of Employment; and

WHEREAS, Dr. Cash and the Board wish to record their understandings regarding said termination in this Agreement;

NOW, THEREFORE, the Parties, in consideration of the mutual promises to be performed, one for the other, as hereafter set forth, do hereby stipulate and agree as follows:

1. Dr. Cash will resign from all appointments to employment by the District, effective March 2, 2022, and his signing this Agreement shall constitute the said resignation, which resignation will be deemed accepted by the Board on the date it authorizes the execution of this Agreement on behalf of the District.

2. As soon as practicable following the aforesaid revocation period specified in paragraph 11, the District will pay Dr. Cash the amount of Two Hundred Ninety Nine Thousand Nine Hundred Ninety Five Dollars (\$299,995), and Eleven Thousand Nine Hundred Fifty Nine

Dollars and Thirty Nine Cents (\$11,959.39), the current value of his accrued vacation, less ordinary deductions for taxes.

3. The District will continue to provide health insurance coverage for Dr. Cash under its Medicare Advantage Plan until March 31, 2025.

4. With the exception of the legally required vacation conversion specified in paragraph 2 hereof, Dr. Cash will accept the additional payment specified in said paragraph 2 in lieu of any salary or benefit to which he otherwise would be entitled from the District by reason of his resignation, whether contained in his Contract of Employment with the Board or elsewhere.

5. Dr. Cash agrees that he will be available between March 2, 2022 and August 31, 2022 to consult by telephone, or otherwise as the Parties hereto may agree, with his successor Superintendent(s), in exchange for which the District will pay Dr. Cash the amount of Five Thousand Dollars (\$5,000) as soon as practicable following the aforesaid revocation period.

6. Upon its receipt of an inquiry from a prospective employer about Dr. Cash's services to the District, the District will respond by providing the prospective employer with Dr. Cash's dates of employment with the District, a statement that Dr. Cash resigned as of the date this Agreement was fully executed and the amount of his contractual salary at the time said resignation became effective. Nothing herein will preclude the District from providing other truthful information in response to any follow-up inquiry from such a prospective employer.

7. For purposes of this Agreement the word "District" shall include the Buffalo City School District, its members, officers, employees, agents, attorneys and independent contractors, the Board of Education of the Buffalo City School District, its members, individually and in their official capacities, its officers, employees, agents attorneys and/or independent contractors. Dr. Cash covenants that he has not filed any action, complaint, proceeding, charge, grievance or arbitration or any other proceeding, administrative or judicial, against the District. Dr. Cash hereby 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 Dr. Cash's own behalf, with respect to his relationship with the District, his employment with the District, his separation from employment from 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.

8. Both Parties to this Agreement do not admit, and specifically deny any liability, wrongdoing or violation of any law, statute, regulation, agreement or policy, and 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 Dr. Cash, and (b) avoiding the attorneys' fees and other expenses that would result from litigation.

9. The Parties, for and in consideration of the payments made by the District, as set forth herein, and other good and valuable consideration, hereby release and forever discharge, and by this instrument do release and forever discharge one another 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 either Party, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent which they, their 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 a Party has failed to comply with any obligations created by this Agreement.

10. Without limiting the generality of the foregoing, Dr. Cash agrees that he knowingly and voluntarily waives all rights he has or may have (or that of anyone on his behalf) to commence or prosecute any lawsuit, charge, claim, complaint, or other legal proceeding or action against District, 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 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.*, 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, sexual and/or other harassment, retaliation, benefits, labor or employment standards, or retaliation.

11. Dr. Cash specifically agrees that he knowingly and voluntarily releases and forever discharges, and by this instrument does release and forever discharge the District 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.*, which were or could have been alleged by Dr. Cash, his heirs, executors, administrators, successors and assigns up until the date of execution of this Agreement.

12. To comply with the Older Workers Benefit Protection Act (OWBPA), Dr. Cash has been advised and is fully aware of the legal requirements of the Act, and fully incorporates the said legal requirements by reference into this Agreement as follows:

- a. Dr. Cash understands the terms of this Agreement;
- b. Dr. Cash has been advised of his right to consult with an attorney to discuss the terms of this Agreement, and specifically acknowledges that he has fully discussed the terms of this Agreement with legal counsel of his own choosing and understands the meaning and effect of his waiver of all rights and claims under the Age Discrimination in Employment Act ("ADEA");
- c. Dr. Cash does not waive any rights or claims under the ADEA that may arise after the date of execution of this Agreement;
- d. Dr. Cash is not receiving consideration beyond anything of value to which he is already entitled in exchange for his execution of this Agreement;
- e. Dr. Cash acknowledges that the District has afforded him the opportunity to consider the terms of this Agreement for a period of twenty-one (21) days;
- f. The parties acknowledge that Dr. Cash 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 Dr. Cash chooses to exercise his option to revoke this Agreement, Dr. Cash shall notify the Board in writing of said revocation, no later than 5:00 P.M. of the last day of the revocation period.

13. The Parties specifically acknowledge that they understand that this Agreement is a legally binding document and that by signing this Agreement, they are prevented from filing, commencing or maintaining any action, complaint, charge, grievance, arbitration or other proceeding against one another, except as expressly permitted by the terms of this Agreement.

14. The District shall provide legal counsel and shall indemnify Dr. Cash to the extent required by law against all uninsured financial loss arising out of any proceeding, claim, demand, suit or judgment by reason of alleged negligence, and excluding criminal conduct, resulting in bodily or other injury to any person or damage to the property of any person committed while Dr. Cash was acting within the scope of his employment under the direction of the Board.

15. Dr. Cash specifically agrees to cooperate and be available to assist the District with matters involving any pending or future litigation involving the District and/or Dr. Cash's employment by the District. For purposes of this section, litigation shall include, but not be limited to, actions filed in any State or Federal Court of competent jurisdiction, employee grievances, arbitrations, and/or all actions filed within with the New York State Public Employment Relations Board ("PERB"). The District shall arrange or reimburse Dr. Cash for all reasonable travel related expenses, including, but not limited to reasonable airfare and/or

mileage, meals, and lodging, in the event that the district requests his appearance, or his appearance is required pursuant to a subpoena, related to any such litigation.

16. The Parties agree not to voluntarily disclose or publish the terms of this Agreement and to keep it confidential to the extent required by law. The Parties further agree that either party may disclose the terms of this Agreement, without violating the terms of this paragraph or any part of this Agreement: (a) in response to a valid subpoena; (b) in response to a request for disclosure made pursuant to the New York State Freedom of Information Law; (c) in response to a request by a person or entity that has a legitimate business reason to know the terms of this Agreement (including, but not limited to, the New York State Department of Labor, New York State Teachers Retirement System, the Internal Revenue Service, New York State Department of Taxation and Finance or the District's Payroll Service or Business Department); (d) in response to a claim for breach of this Agreement; (e) in response to a claim by a Party to this Agreement which is inconsistent with the terms of this Agreement; or (f) in response to disclosure or publications about the terms and conditions of this Agreement that are made to or received by a Party.

17. This Agreement shall not be effective or binding upon Dr. Cash and/or the District unless and until it is approved by the Board, by formal resolution.

18. The provisions of this Agreement are to be implemented according to the laws of the State of New York and are severable. If any part of this Agreement is found to be unenforceable, all other provisions shall remain fully valid and enforceable.

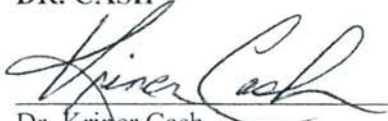
19. The Parties acknowledge that this Agreement represents the full, final, and complete resolution of this matter; so that this Agreement supersedes all prior agreements, written or oral, if any, between the Parties. This Agreement may not be changed except by an instrument in writing signed by the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

20. Dr. Cash agrees that, if asked about the District or its governing body, he shall not make derogatory comments about individual school officials, the District, its employees, students and school related organizations. The current members of the Board agree that they shall make no derogatory comments about Dr. Cash with respect to his professional reputation, and/or his performance of duties as Superintendent of the District, and shall each if asked for information about the Superintendent of Schools refer the requesting party to the content of this paragraph.

21. 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.

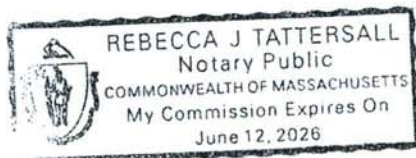
Executed in multiple copies, each having the same effect as the original.

DR. CASH

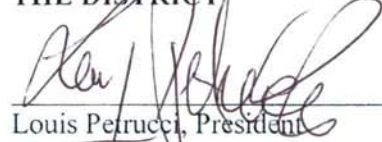

Dr. Kriner Cash

Subscribed before me this 2 day
of March, 2022.


Notary Public



THE DISTRICT


Louis Petrucci, President
Board of Education

Subscribed before me this 30 day
March, 2022.


Notary Public

KARL W. KRISTOFF
No. 02KR4636940
Notary Public, State of New York
Qualified in Erie County
My Commission Expires Aug. 31, 2022