

## **EARLY RETIREMENT AGREEMENT AND RELEASE**

THIS RELEASE AND AGREEMENT (hereinafter "Agreement") is made by and between the following parties: the REGION ONE BOARD OF EDUCATION (hereinafter "THE BOARD") and DIANE GONCALVES, all of whom will sometimes hereinafter be referred to collectively as "the parties." Wherever used in this Agreement, the term "THE BOARD PERSONNEL" shall include all current and former members, agents, employees, officers, elected officials, representatives, and assigns of THE BOARD, in their individual and/or official capacities.

WHEREAS, DIANE GONCALVES is employed by THE BOARD as the Assistant Superintendent of Schools; and

WHEREAS, THE BOARD and DIANE GONCALVES agree that it is in the best interests of the parties for DIANE GONCALVES to retire from her employment with THE BOARD; and

WHEREAS, THE BOARD and DIANE GONCALVES wish to fully and finally resolve any and all matters arising out of or in any way connected to DIANE GONCALVES' law suit, entitled Goncalves v. Toensing, her employment by THE BOARD and her separation from such employment.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, THE BOARD and DIANE GONCALVES, acting of their own free will, hereby agree as follows:

1. DIANE GONCALVES will retire as an employee of THE BOARD, effective June 30, 2015, and she will no longer be deemed an employee of THE BOARD for any purpose after such date. THE BOARD will pay DIANE GONCALVES her weekly salary and provide her with employee benefits through June 30, 2015, including all payments that she would have otherwise have received through that time period pursuant to her employment agreement with THE BOARD. A copy of DIANE GONCALVES 's letter of retirement, effective June 30, 2015, is attached hereto as Appendix A. The parties acknowledge and agree that: a) DIANE GONCALVES is retiring from her employment

with THE BOARD; b) execution of this Agreement by the Chairperson of the Region One Board of Education, acting on behalf of THE BOARD, shall constitute acceptance of DIANE GONCALVES's notice of retirement; c) that although the effective date of DIANE GONCALVES' retirement is effective June 30, 2015, she will not be expected to report to work or provide services to THE BOARD after October 31, 2014; d) THE BOARD is relying DIANE GONCALVES's notice of retirement; and e) DIANE GONCALVES' notice of retirement is irrevocable, and as a result she may not revoke her notice of retirement for any reason at any time.

2. THE BOARD will make available to DIANE GONCALVES single coverage health insurance benefits through June 30, 2018, under the same terms and conditions as is set forth in the collective bargaining agreement between THE BOARD and the Housatonic Valley Faculty Association.
3. DIANE GONCALVES will receive a lump sum payment in the amount of \$30,000 from the Connecticut Interlocal Risk Management Agency ("CIRMA") no sooner than January 1, 2015, and no later than January 15, 2015.
4. DIANE GONCALVES will withdraw her lawsuit, Diane Goncalves v. Gale Toensing, pending in the Superior Court, Judicial District of Litchfield, Docket No. LLI-CV13-6009049, with prejudice.
5. With the exception of the payments specifically set forth in this Agreement, DIANE GONCALVES expressly acknowledges that she is not entitled to any other payments, benefits or compensation, in any form for any reason, from THE BOARD. DIANE GONCALVES acknowledges that she would not be entitled to such payments if she did not enter into this Agreement.
6. (a) For and in consideration of the valuable consideration described in this Agreement, which DIANE GONCALVES acknowledges and accepts, DIANE GONCALVES, for herself and for her respective heirs, executors, administrators, successors and assigns, knowingly and voluntarily release and forever discharge THE

BOARD and THE BOARD PERSONNEL and their past, present and future members, directors, officers, agents, attorneys, insurers, representatives, employees and any person acting on behalf of or in concert with any of them (collectively, RELEASEES), from any and all claims, demands, obligations, liabilities, causes of action, known or unknown, asserted and unasserted, and any claim for costs, attorney's fees, expenses or any form of damages whatsoever (including but not limited to liquidated and/or punitive damages, compensatory damages and/or damages for emotional distress) which DIANE GONCALVES has or may have against RELEASEES arising out of or in any way connected with DIANE GONCALVES's employment or separation from employment, including, but not limited to any alleged violation of any of the following:

Connecticut Workers' Compensation Act, Conn. Gen. Stat. §§ 31-284b and/or 31-290a;

Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq.;

Civil Rights Act of 1991, 42 U.S.C. §§ 1981 et seq.;

Section 1983 of the Civil Rights Act, 42 U.S.C. §§ 1983 et seq.;

Connecticut Fair Employment Practices Act, Conn. Gen. Stat. §§ 46a-51 et seq.;

Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.;

Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq.;

Older Workers Benefits Protection Act, 29 U.S.C. §§ 632 et seq.;

Employee Retirement Income Security Act, 29 U.S.C. §§ 1132 et seq.;

Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601 et seq.;

Connecticut Family and Medical Leave Act, Conn. Gen. Stat. §§ 31-51kk et seq.;

Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq.;

Connecticut Whistle Blowers' Act, Conn. Gen. Stat. §§ 31-51m et seq.;

Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq.;

Immigration Reform and Control Act, 8 U.S.C. §§ 1101 et seq.;

Connecticut Free Speech Law, Conn. Gen. Stat. §§ 31-51q et seq.;

Connecticut Occupational Safety and Health Act, Conn. Gen. Stat. §§ 31-367 et seq.;

Any other federal, state or local law, regulation or ordinance;

Any obligation arising under any public policy;

Any obligation arising under contract (express or implied, written or oral), employment policies or practices, employee handbooks and/or any statements by any employee or agent of DIANE GONCALVES whether oral or written;

Any obligation arising under tort or common law or other legal principle, including but not limited to wrongful discharge, defamation, intentional and/or negligent infliction of emotional distress, invasion of privacy, misrepresentation and/or breach of the duty of good faith and fair dealing.

DIANE GONCALVES understands that this is a comprehensive waiver of any and all claims by her resulting from or arising out of or in any way connected with her employment or separation from employment. DIANE GONCALVES affirms that she has no pending claim under the Workers' Compensation Act, Conn. Gen. Stat. §§ 31-275 et seq. and that she has no present intention of filing any such claim.

(b) This Agreement does not prevent DIANE GONCALVES from filing a charge with the Equal Employment Opportunity Commission ("EEOC") or the Connecticut Commission on Human Rights and Opportunities ("CHRO) concerning claims of discrimination, or participating in an EEOC or CHRO investigation, hearing or proceeding, although DIANE GONCALVES specifically waives the right to recover any damages or other relief in any claim or suit brought by or through the EEOC or the CHRO, except where prohibited by law.

(c) Notwithstanding the above, DIANE GONCALVES does not waive her rights under Conn. Gen. Stat. § 10-235, nor any pension rights with the Teachers' Retirement Board.

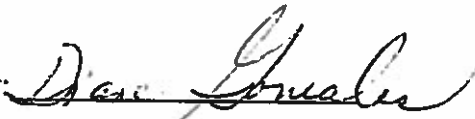
7. Should DIANE GONCALVES commence, prosecute or join in any action or proceeding contrary to the provisions of this Agreement, DIANE GONCALVES agrees to indemnify THE BOARD and THE BOARD PERSONNEL for all costs, including court costs and reasonable attorneys' fees, incurred by THE BOARD and THE BOARD PERSONNEL in defending against such action and/or in establishing or maintaining the application or validity of this Agreement or the provisions thereof in connection with such action.
8. THE BOARD, including Board Personnel, agree that, by this Agreement and Release, they waive, release, promise and agree not to file, bring or pursue any judicial, quasi-judicial, administrative or arbitral complaint, charge, claim or action against DIANE GONCALVES arising out of DIANE GONCALVES' employment with and separation from employment with THE BOARD for any reason, asserted or unasserted, up to and including the date of signing this Separation Agreement and Release. THE BOARD does not waive any claims or rights that may arise after the date of signing this Separation Agreement and Release, including its right to enforce the terms of this Agreement in an independent court action in the event of a claimed breach or violation thereof.
9. THE BOARD and DIANE GONCALVES expressly acknowledge and agree that they are entering into this Agreement solely for the purpose of amicably resolving all matters arising out of DIANE GONCALVES's employment by THE BOARD and her separation from such employment without further proceedings. DIANE GONCALVES and THE BOARD further understand and agree that this Agreement does not constitute an admission by THE BOARD that THE BOARD is in any way liable to DIANE GONCALVES or that THE BOARD harmed or damaged DIANE GONCALVES or violated any rights she may have or in any respect treated her unfairly or unlawfully. DIANE GONCALVES and THE BOARD further understand and agree that this

Agreement does not constitute an admission by DIANE GONCALVES of any wrongdoing while employed as an administrator by the BOARD.


10. This Agreement recites the entire Agreement of the parties. There is no written or oral understanding or agreement between the parties that is not recited herein. The laws of the State of Connecticut shall determine the validity, effect and operation of this Agreement.
11. If any of the provisions, terms or clauses of this Agreement is declared illegal, unenforceable or ineffective in a legal forum or by operation of law, those provisions, terms and clauses shall be deemed severable, such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon all parties.
12. DIANE GONCALVES affirmatively states that she understands that she is entitled to have a period of twenty-one (21) days to consult with an attorney and consider the provisions of this Agreement, and that she has had a full and fair opportunity to do so. DIANE GONCALVES expressly acknowledges that if she signs the Agreement prior to the expiration of such twenty-one (21) days, she does so voluntarily and of her own free will.
13. THE BOARD and DIANE GONCALVES affirmatively state that they have a full understanding of the contents of the Agreement and the effects thereof, and that they have executed the same voluntarily and of their own free will, without any coercion.
14. THE BOARD and DIANE GONCALVES acknowledge and agree that this Agreement will become effective and enforceable seven (7) days following its full execution by DIANE GONCALVES and THE BOARD. For a period of up to seven (7) days following his execution of this Agreement, DIANE GONCALVES shall have the right to revoke her assent to this Agreement, in which case the provisions of this Agreement shall become null and void. In order for such revocation to be effective, written notice of revocation must be delivered personally to the Superintendent of Schools by the close of business on the seventh day following DIANE GONCALVES's execution of this Agreement.

15. THE BOARD and DIANE GONCALVES affirmatively state that they have a full understanding of the contents of the Agreement and the effects thereof, and that they have executed the same voluntarily and of their own free will, without any coercion.


IN WITNESS WHEREOF, the aforementioned parties, intending to be legally bound hereby, have executed this Agreement.

By:   
DIANE GONCALVES

REGION ONE BOARD OF EDUCATION

By:   
Andrea Downs  
Board of Education Chairperson

Witness:

By:   
Electra Tortorella  
All Board Chairs Committee Chairperson

Date: 10/30/14