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SUPERIOR COURT
OF NEW JERSEY

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CASTELLANI LAW FIRM, LLC
David R. Castellani, Esquire - ID #: 023691991
450 Tilton Road, Suite 245
Northfield, New Jersey 08225
(609) 641-2288
Attorneys for Plaintiff(s)

RENEE MARIE IRWIN,		SUPERIOR COURT OF NEW JERSEY
		LAW DIVISION - ATLANTIC COUNTY
Plaintiff(s),		Civil Action
v.		
PLEASANTVILLE BOARD OF EDUCATION, DR. GARNELL BAILEY, SUPERINTENDENT, STATE OF NEW JERSEY, LES RICHENS : STATE MONITOR, PLEASANTVILLE BOARD OF EDUCATION JOHN DOE EMPLOYEES	DOCKET NUMBER: <i>ATL-L-5801-14</i>	COMPLAINT WITH JURY DEMAND
1-10,		
Defendant(s),		

Plaintiff, Renee M. Irwin, residing in the Township of Galloway, County of Atlantic, and State of New Jersey, by way of Complaint against the defendants, says:

FIRST COUNT

1. Plaintiff, Renee M. Irwin, is and was an employee with the defendant Pleasantville Board of Education since 1997.
2. From approximately 1997 until 2003 plaintiff Renee M. Irwin worked in the Alternative Education School within the Pleasantville School District.
3. In 2003, the plaintiff received her Master Certificate in Education and applied for the position of Assistance Principal in the Alternative School within the defendant Pleasantville Board of Education School District.
4. At that time, plaintiff was not chosen for the position and was passed over and a less qualified African American male teacher was promoted to the position.
5. Upon information and belief, Principal Al Davis indicated that the defendant School District wanted an African American male in the position by the name of Kelvin Chen

Mr. Chen had no alternative education experience where the plaintiff at the time had approximately six to seven years alternative education experience.

6. Thereafter, the plaintiff left the Pleasantville School District and worked at the Absecon High School for a period of three years in the position of Assistant Principal. Thereafter, plaintiff returned to the defendant Pleasantville School District in January of 2007 was hired as a Language Arts teacher for the 8th Grade.
7. After returning to the defendant Pleasantville Board of Education School District, plaintiff applied for the position of Assistant Principal of the High School and was once again passed over for an African American female who was hired by the defendant Pleasantville Board of Education at the recommendation of defendant Superintendent Dr. Garnell Bailey. This individual's name was Nanette Stewart Pitts and had less qualifications and experience than plaintiff as an Administrator.
8. Thereafter, in or around the beginning of 2012/2013 school year, defendants created Interim Assistant Principal positions and all positions were provided to African American individuals less qualified and experienced than the plaintiff who had less total time within the School District. In fact, one of the individuals provided the position was an African American male who was not even tenured in the district and was given the Interim position over the plaintiff.
9. Thereafter, in or around September of 2012, at the request of the Director of Human Resources Mark Delcher plaintiff was given an opportunity to be an Interim Assistant Principal within the Pleasantville High School.
10. Plaintiff as the Assistant Principal within the Pleasantville High School plaintiff received extremely favorable evaluations and performed well above satisfactorily in the position.

11. In or around December of 2012, while serving as the Interim Assistant Principal at the Pleasantville High School plaintiff was advised that the position was going to be eliminated for district financial reasons.
12. Shortly thereafter, in or around January of 2013, plaintiff's position as the Interim Assistant Principal, a position that was allegedly eliminated for financial reasons, was posted within the district.
13. The plaintiff applied and interviewed for the Assistant Principal position that she held on an Interim basis between October of 2012 and February of 2013 which she was performing above satisfactory level and for which she received favorable performance evaluations. In fact, the Principal of the Pleasantville High School at the time Steven L. Townsend provided a Letter of Recommendation for the plaintiff and recommended her for the position of Assistant Principal in the Pleasantville High School.
14. Thereafter, in or around January of 2013, and after interviewing for the position, plaintiff held on interim basis and for which she received a recommendation by the very Principal of the school, defendant Dr. Garnell Bailey Superintendent and defendant Les Les Richens the State Monitor recommended yet again another African American person less qualified than the plaintiff for the position and plaintiff was again passed over for the promotion.
15. Thereafter, plaintiff was demoted to a Middle School classroom teacher. While working in the Middle School from time to time she was called on to act as the Administrator in the building while the Administrators in the district were in training.
16. As the 2012/2013 school year progressed, the school administration within the Middle School was in need of more managerial assistance and two teachers were pulled from the classroom to assist the Middle School Administration, both were of African American

race and had less experience and qualifications than the plaintiff or seniority and time at the district than the plaintiff.

17. In or around August of 2013 the position of Assistant Principal was again posted within the defendant Pleasantville Board of Education School District. Once again, plaintiff applied and interviewed for the position.
18. In or around October of 2013, the position was given to yet another African American female with no administrative experience.
19. Thereafter, in the summer of 2014, plaintiff once again interviewed for a posted Assistant Principal position. Plaintiff was passed over for another African American female Constance Day-Borroughs. This woman was not given the position after it was discovered she was having a relationship with one of the interview committee members. Thereafter, the defendants decided not to fill the position. Plaintiff also interviewed for the Dean of Students position in the High School and was passed over for another African American female who had been non-renewed as an administrator the previous year.
20. Thereafter, plaintiff attempted to file a formal grievance for racial discrimination in continually failing to promote her to position of Assistant Principal. Plaintiff also filed a Complaint for racial discrimination with the Equal Employment Opportunity Commission.
21. It is further alleged that after filing a grievance complaining of racial discrimination and filing a Complaint with the EEOC complaining of racial discrimination against the defendant Dr. Garnell Bailey and defendant Pleasantville Board of Education, plaintiff was informed by the then state monitor defendant Les Richens that she "should not put

her eggs in one basket: and maybe that she should look in other districts for a position and/or employment.

22. Plaintiff also complained to the Board of Education of racial discrimination and was told by at least one member that there is a long standing practice of reverse racial discrimination within the Pleasantville Board of Education School District.

23. The effects of the defendants continuing conduct, pattern, and practice of failing to promote the plaintiff, a Caucasian female, on numerous occasions instead of promoting less qualified co-employees of the African American race and over whom plaintiff had more experience has effectively denied the plaintiff of equal employment opportunities, income in the form of wages, employment benefits, and other benefits, all due solely to her race. It is further alleged that the defendant Pleasantville Board of Education's policy as admitted to by Board of Education members to systematically promote African Americans to supervisory positions over Caucasian employees had a disparate impact on the plaintiff and similarly situated Caucasian employees in the school district. It is further alleged that the defendants and each of them intentionally failed to promote the plaintiff over less qualified African American employees and in fact, demoted plaintiff in retaliation and reprisal for her assertion of her Rights under New Jersey Law Against Discrimination as it relates to race and her Complaints of discrimination to both the school district in the form of grievances and the Board of Education as well as the Equal Employment Opportunity Commission.

24. It is further alleged that the defendants continual conduct in failing to promote the plaintiff on numerous occasions, and demoting her for a pre-textual reason of elimination of her position due to budget requirements and then the re-posting of said position created

and maintained a hostile work environment for the plaintiff based on her Caucasian race within the Pleasantville School District.

25. The plaintiff has suffered and will continue to suffer irreparable injury from the defendants' policies and practices and discriminatory conduct as set forth in this Complaint of unlawfully discrimination against a Caucasian employee such as the plaintiff. Plaintiff has suffered and will continue to suffer severe emotional distress, mental anguish, and damages all to her detriment and harm as a result of the defendants' actions as well.
26. It is further alleged that the defendants, and each of them, has acted with malice and reckless disregard of the plaintiff's rights and the retaliation for the plaintiff asserting her rights under New Jersey Law Against Discrimination and right of a public employee to file grievances under New Jersey Constitution Article 1 Section 19 as it relates to unlawful employment practices of a public employer and unlawful race discrimination.
27. It is further alleged that as a result of defendants' actions with malice and reckless disregard for the plaintiff's Civil Rights as aforementioned, the plaintiff is entitled to an award of punitive damages as well.
28. Plaintiff further alleges that she is entitled to prospective injunctive relief and monetary damages for the defendants' violation of her rights guaranteed by the New Jersey Law Against Discrimination as it relates to race.
29. Defendant Pleasantville Board of Education John Doe Employees 1-10 are unknown persons who may be responsible for the discriminatory actions taken against the plaintiff which, are referenced above.

WHEREFORE, plaintiff demands Judgment against these defendants individually and jointly, severally, and in the alternative for compensatory damages, punitive damages,

attorneys' fees, costs of suit, the equitable relief of promotion to position of Assistant Principal and such other relief as the Court deems just.

SECOND COUNT

1. Plaintiff repeats the allegations of the First Count of this Complaint as if fully set forth herein at length.
2. The defendants' actions and each of them as set forth in the First Count of this Complaint constitute unlawful discriminatory employment practice based on race and created a hostile work environment under New Jersey Law Against Discrimination N.J.S.A. 10:5-1 et seq.
3. As a direct and proximate result of the defendants' violations of New Jersey Law Against Discrimination as set forth above, the plaintiff has been wrongfully denied promotion and wrongfully demoted, has suffered monetary damages, mental anguish, humiliation, embarrassment, also benefits and other such losses all to her detriment.
4. It is further alleged that defendants' actions in failing to promote and then in demoting the plaintiff were retaliation and reprisal for plaintiff asserting grievances, an EEOC Complaint, and for complaints to Board of Education members concerning unlawful racial discrimination and under the defendant Pleasantville Board of Education's own discrimination policies all in violation of N.J.S.A. 10:5-1 et seq.
5. The defendants' actions, as aforementioned in the previous Count of this Complaint, were reckless, intentional, and in willful disregard of the plaintiff's rights under New Jersey Law Against Discrimination, were retaliatory in nature and as such, plaintiff is entitled to an award of punitive damages.
6. The individual defendants, Superintendent Dr. Garnell Bailey, and State Monitor Les Richens, systematically, participated in the decision and/or duped the defendant

Pleasantville Board of Education into systematically promoting African American employees over Caucasian employee such as the plaintiff and as such, maintained an institutional wide policy and practice and custom of promoting the African American employees to supervisory positions over Caucasian employees within the school district and therefore, such individuals are liable to the plaintiff as aiders and abiders of unlawful racial discrimination under New Jersey Law Against Discrimination N.J.S.A. 10:5-12 (e).

7. It is further alleged that the defendant Pleasantville Board of Education is vicariously liable for discriminatory actions and retaliatory actions of their agents, servants, and employees, and individual defendants pursuant to Principals of Respondeat Superior, Agency and Master Servant.
8. It is further alleged that despite the plaintiff's numerous complaints of racial discrimination, to members of the Board of Education, in the form of grievance and to the BEOC, and the defendants and each of them failed to appropriately and adequately investigate plaintiff's complaints for discrimination were further negligent, careless, and reckless in failing to adequately enforce their policies, procedures and guidelines regarding the investigation or remediation of complaints of discrimination under New Jersey Law Against Discrimination and which constitutes a violation of the New Jersey Law Against Discrimination pursuant to Lehman v. Toys R Us.
9. As a direct and proximate result of the defendants' actions aforementioned, plaintiff has been continually subjected to racial discrimination, failed to receive adequate promotion, suffered loss of past wages and future wages, emotional distress, mental anguish, humiliation, embarrassment, shocked all to her detriment.

WHEREFORE, plaintiff demands Judgment against the defendants jointly, severally, and in the alternative for compensatory damages, punitive damages, attorneys' fees, costs of suit, and such other relief as the Court may deem just,

JURY DEMAND

Plaintiff hereby demands trial by a jury on all issues herein.

DESIGNATION OF TRIAL COUNSEL

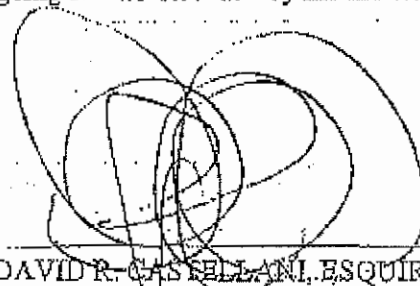
David R. Castellani, Esquire, is hereby designated as trial counsel in this matter.

CERTIFICATION UNDER RULE 4:5-1

I, David R. Castellani, Esquire, by certifying, pursuant to New Jersey Court Rule 4:5-1, that to the best of my knowledge, the claims raised herein are not the subject of any other action pending in any Court of the subject of any arbitration proceeding, and no such other action or arbitration is contemplated.

I certify that the foregoing statements made by me are true and accurate to the best of my knowledge. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment for perjury.

Date: 9/25/14



DAVID R. CASTELLANI, ESQUIRE
Attorneys for Plaintiff(s), R. M. Irwin

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

PLEASANTVILLE BOARD OF EDUCATION ("Releasee") and RENEE MARIE IRWIN ("Releasor") enter into this Confidential Settlement Agreement and Release ("Agreement").

For purposes of this Agreement:

- A. The term "Defendant" and/or "Releasee" shall mean the PLEASANTVILLE BOARD OF EDUCATION, their subsidiaries, parent corporations, affiliates, divisions, related entities, predecessor, insurers, successors and assigns, and its current and former partners, owners, officers, directors, agents, servants, attorneys and employees.
- B. The term "Plaintiff" and/or the term "Releasor" shall mean RENEE MARIE IRWIN and her respective dependents, heirs, personal representatives, executors, administrators and assigns.
- C. The term "the Parties" means PLEASANTVILLE BOARD OF EDUCATION and RENEE MARIE IRWIN.

RECITALS

WHEREAS, Plaintiff filed a lawsuit in the Superior Court of New Jersey, Law Division, Atlantic County, entitled RENEE MARIE IRWIN v. PLEASANTVILLE BOARD OF EDUCATION, et. als., Docket No.: ATL-L-5807-14 (hereinafter "Civil Action") alleging violations of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et. seq.;

WHEREAS, Releasee denies any liability for these claims, and denies any facts alleged or otherwise asserted in the Civil Action, or elsewhere, by or on behalf of Plaintiff;

WHEREAS, Releasor and Releasee have consulted with their respective attorneys prior to executing this Settlement Agreement and have had an adequate and reasonable opportunity within which to consider this Settlement Agreement;

WHEREAS, all interested parties wish to resolve and forever settle all of the disagreements and disputes arising out of Docket No.: ATL-L-5807-14 without the burden and expense incident to litigation and wish to release and discharge any and all claims and liabilities that may exist among them known and unknown except for the express obligations undertaken in this Settlement Agreement;

WHEREAS, for the purposes of this Agreement RENEE MARIE IRWIN is represented by David R. Castellani, Esq. of the Castellani Law Firm, LLC; and,

WHEREAS, for the purposes of this Agreement, PLEASANTVILLE BOARD OF EDUCATION is represented by George Karousatos, Esq. of the firm Biancamano & DiStefano, P.C.

NOW, THEREFORE, in consideration of the promises, warranties and representations below, and intending to be legally bound, the Parties agree as follows:

1. **Settlement Payment**. In consideration of the dismissal with prejudice of the Civil Action, the releases made herein by Releasor, and Releasor's warranties and representations as stated in this Agreement, the Releasee hereby agrees to pay the sum of Forty-Five Thousand Dollars (\$45,000.00) (the "Settlement Payment") in full and final satisfaction of Releasor's claims including those claims for attorney's fees, emotional distress damages and economic damages, other than as specifically set forth in the remainder of this agreement. The particular allocation of

the Settlement Payment is to be made by Releasor's attorney. The settlement payment shall be rendered to the Releasor's attorney within thirty (30) days of the Plaintiff providing the firm of Biancamano & Di Stefano with a fully executed Settlement Agreement and Release, Stipulation of Dismissal, along with executed Form W9's on behalf of the Releasor and her attorney.

2. **Additional Settlement Terms:** In addition to the Settlement Payment as set forth in Paragraph 1 of this Agreement, the following additional settlement terms are agreed upon by the parties. Releasor shall be offered a twelve (12) month Assistant Principal position in the Pleasantville School District and shall be compensated at a Step 2 basis as set forth in the Collective Bargaining Agreement relevant to administrators employed in the District for the 2013 to 2017 school terms. Releasor understands that a particular school location for her assignment has not been selected at this time. Releasor further acknowledges that she will be bound by the same benchmarks and evaluation guidelines as all other similarly situated administrators in the District. The Pleasantville Board of Education shall make a good faith effort to ensure that Releasor's assignment begins in January, 2016.
3. **Dismissal with Prejudice.** Counsel for the parties shall execute a Stipulation of Dismissal, with prejudice of the Civil Action which shall be held in escrow by Biancamano & DiStefano, P.C. until the Settlement Payment has been provided to Releasor's counsel. At that time, the Stipulation of Dismissal will be filed with the Court.
4. **Implementation.** The Parties agree to execute, or cause their attorneys or agents to execute, such additional documents as may be reasonable or necessary to effectuate any of the purposes contemplated by this Agreement.
5. **Release and Waiver.** For and in consideration of the assignment offered to Releasor along with the Settlement Payment as set forth in Paragraphs 1 and 2 of this Agreement, Releasor does hereby REMISE, RELEASE AND FOREVER DISCHARGE the Releasee of and from any and all manner of actions and causes of action, suits, debts, liabilities, losses, damages, claims and demands whatsoever that he had, has or may have against the Releasee, whether sounding in contract, any form of tort or otherwise; whether at law or in equity; whether known or unknown, asserted or unasserted; and whether accruing prior to, or at the date of this Agreement concerning, arising from or relating in any way to the Civil Action, the causes of action asserted in the Civil Action, the allegations of fact and law in support of the claims asserted in the Civil Action, and any claims, causes or facts that Releasor did not allege relating to actual or potential claims or issues against the Releasee from prior to the commencement of Releasor's employment with the Releasee, to the date of this Agreement. The releases herein include, but are not limited to, any claims that were asserted or have been asserted up to the date of this Agreement and/or that could be asserted in the future based on events occurring on or before the date on which Releasor executes this Agreement against the Releasee, under any federal, state or local laws, regulations, orders or ordinances, including but not limited to:
 - a. Title VII of the Civil Rights Act of 1964, as amended;
 - b. The Civil Rights Acts of 1866 and 1871;
 - c. Executive Order 11246;
 - d. The Rehabilitation Act of 1973;

- e. The Americans with Disabilities Act of 1990 (ADA);
 - f. The Employee Retirement Income Security Act (ERISA) (except as to claims for vested benefits);
 - g. The Equal Pay Act of 1963;
 - h. The Family Medical Leave Act of 1993 (FMLA);
 - i. Any state or local laws similar to the above including, but not limited to the New Jersey Law Against Discrimination, the New Jersey Civil Rights Act, the New Jersey Family Leave Act, the New Jersey State Wage and Hour Law, the New Jersey Conscientious Employee Protection Act the New Jersey Equal Pay Act, the New Jersey Occupational Safety and Health Law and/or the New Jersey Statutory Provision Regarding Retaliation/Discrimination for Filing a Worker's Compensation Claim;
 - j. Any unjust or wrongful termination theory;
 - k. Any negligent retention, hiring or supervision theory;
 - l. Any loss of consortium claim;
 - m. Any public policy, contract, tort or common law claim;
 - n. Any claims for vacation, sick or personal leave pay, short term or long term disability benefits or payment pursuant to any practice, policy, handbook or manual;
 - o. Any right or claim based on an alleged privacy violation, any claims for defamation or slander, other employment tort or common law claims now or hereafter recognized and any derivative claim Plaintiff may have arising thereunder, and all claims for counsel fees and costs. Plaintiff specifically acknowledges that he is releasing the Releasee from any claims for attorney's fees and costs; and;
 - p. Any and all claims for worker's compensation benefits under any state or federal law, including, but not limited to, the New Jersey Worker's Compensation Act.
 - q. Plaintiff represents that, he has not filed any Civil Action, any other claim, charge, complaint or grievance against Releasee with any other court, regulatory body, agency or tribunal.
6. **Taxation of Settlement Funds.** Releasor expressly assumes all responsibility and liability for all taxes for which she would otherwise be held responsible, if any, due in connection with the Settlement Payment. Releasor acknowledges that she has been given no tax advice by any counsel in this matter.

Additionally, Releasor acknowledges that she has been advised to consult with his own tax advisor regarding any taxing of the payment made pursuant to this Settlement Agreement. The Releasor agrees to indemnify the Releasee and hold the Releasee harmless for all taxes, penalties, and interest, withholding or otherwise, for which the Releasee may subsequently be found liable as a result of Releasor's failure to abide by federal, state, or local tax laws pertaining to this agreement.

It is expressly agreed by Releasor that, if the Releasee is required to provide payment(s) for taxes or interest or penalties to any taxing authority as a result of Releasor's failure to comply with this General Release, the Releasor shall reimburse the Releasee for such payment(s) to such taxing authority within ten (10) days after the Releasee notifies the Releasor, in writing, via certified mail, return receipt requested, that it has incurred such liability.

7. **Confidentiality of Settlement.** Releasor agrees that the terms of this Release and Settlement Agreement, are confidential and shall not be disclosed by the Releasor or counsel to the Releasor to any third persons, except to the IRS and any state's division of taxation or as otherwise required by law. However, Releasor is permitted to disclose such to her husband, children, and legal and/or financial advisors, provided that these individuals have first agreed to be bound by the obligation of confidentiality stated in this Paragraph.

Similarly, Releasee agrees that the terms of this Settlement Agreement and Release are confidential and shall not be disclosed by the Releasor or counsel to the Releasor to any third-persons, except administrators, officers, employees or agents who need to know such information and Releasee's financial and legal advisors, unless such disclosure is required by law.

In response to inquiries from individuals to whom disclosure is prohibited, the Parties shall only respond "the matter has been resolved".

Neither the Parties nor their agents shall publicize any facts concerning the settlement pursuant to the terms of this Release and Settlement Agreement. This Agreement shall not be filed with any court and shall remain forever confidential, except in an action to enforce or for breach of this Agreement, or pursuant to a Subpoena or Court Order.

The Parties acknowledge that their understanding of the foregoing were material inducements to the settlement of this claim. In the event of an action for breach of this Paragraph, the prevailing party shall be entitled to recover their reasonable attorney's fees incurred in connection with such action.

8. **Non-Disparagement & Non-Retaliation.** The Releasor agrees not to defame, disparage or demean the Releasee in any manner whatsoever to third parties including, but not limited to print media, electronic media, television, radio and public social networking websites. The Releasee agrees not to defame, disparage or demean Releasor in any manner whatsoever including but not limited to print media, electronic media, television, radio and public social networking websites. The Releasee also agrees not to retaliate against Releasor on account of the filing of the Civil Action or the settlement reached between the parties. The Releasee will make a reasonable effort to ensure that employees of the District do not retaliate against Releasor.

The Parties acknowledge that their understanding of the foregoing were material inducements to the settlement of this claim. In the event of an action for breach of this paragraph of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees in connection with such action.

9. **No Cooperation/Participation.** Releasor covenants and agrees that he will not voluntarily assist or provide information, or provide advice or counsel to, or otherwise cooperate with or assist in any manner, any entity or person, including, but not limited to, any employee or former employees of Releasee, asserting or seeking to assert any cause of action, charge or any claim whatsoever against Releasee, except that Releasor may provide such assistance in an

investigation or proceeding conducted by an agency of the State of New Jersey or the United States government and/or if compelled to do so by force of law or subpoena.

10. **Mediations Cost and Expense:** The Pleasantville Board of Education shall issue full payment for the costs and expense incurred by the mediator, Harold Braff, Esq. relative to the two mediation sessions held in this matter.
11. **Binding Nature.** This Agreement shall be binding upon the Parties and their heirs, successors and assigns.
12. **Entire Agreement.** This Agreement constitutes the Parties' entire agreement concerning the subject matter hereof and supersedes, replaces and negates all prior negotiations, understanding, agreement, representation and inducements, whether written or oral.
13. **No Reliance on the Releasee.** Releasor acknowledges that no other party, nor any agent or attorney of any other party, has made any agreement, promise, representation or warranty (whether express or implied) not contained in this Agreement to induce his to execute this Agreement. Releasor further acknowledges he is not executing this Agreement in reliance on any agreement, understanding, promise, representations, warrant or inducement by or on behalf of Releasee that is not contained in this document. The terms, conditions, provisions, warranties and representations contained in this Agreement are contractual and not mere recitals.
14. **Modification.** This Agreement will not be modified, changed, amended or waived in any way (whether in whole or in part) except by a formal written amendment signed by Releasor and persons duly authorized by Releasee. Notwithstanding any rule of law to the contrary, this Agreement may not be modified, changed, amended or waived in any way (whether in whole or in part) orally, by conduct, by informal writings or by any combination thereof.
15. **Severability.** The terms, conditions, provisions, warranties and representations in this Agreement are severable. If any of the foregoing are found to be null, void or unenforceable for any reason, all remaining parts of this Agreement shall remain in full force and effect.
16. **Neutral Interpretation.** This Agreement shall be interpreted in a reasonable manner to affect the Parties' purposes and specifically shall not be interpreted in a manner that would require interpretation of any ambiguities in this Agreement against the party that has drafted it. The paragraph headings set forth in this Agreement are for convenience only and shall not be used to interpret the provisions of this Agreement.
17. **Authorization of Signatories.** Releasor represents that she (i) has read this entire Agreement and understands its terms; (ii) has been advised in writing to consult an attorney before signing it; (iii) has been given a reasonable and adequate period of time to consider the Agreement before signing it; (iv) fully understands her rights to discuss all aspects of this Agreement with an attorney of her choice and has availed herself of this right; (v) is voluntarily executing this Agreement of her own free act and deed for the purpose of inducing the Settlement Payment and benefits referred to in this Agreement; and, (vi) no payment or consideration has been promised to Releasor for entering into and signing this Agreement which is not specified in this Agreement.

(CONTINUES ON NEXT PAGE)

Dated: 12/14/2015

By: Renee Marie Irwin
RENEE MARIE IRWIN

Dated: 12/23/15

By: [Signature]
PLEASANTVILLE BOARD OF EDUCATION