

AGREEMENT AND MUTUAL RELEASES

This is an Agreement by and between DR. KATHLEEN MATUSIAK (hereinafter referred to as "DR. MATUSIAK"), employed by the IRVINGTON UNION FREE SCHOOL DISTRICT as the Superintendent of Schools, and the BOARD OF EDUCATION of the IRVINGTON UNION FREE SCHOOL DISTRICT (hereinafter occasionally referred to as the "DISTRICT," or the "BOARD" or "RELEASEE"); and

WHEREAS, the BOARD and DR. MATUSIAK entered into an initial employment agreement on March 22, 2004, wherein the BOARD agreed to employ DR. MATUSIAK as Superintendent of Schools, which Agreement was thereafter amended by the parties; and

WHEREAS, on the 21st day of June, 2005, the BOARD and DR. MATUSIAK entered into a new Employment Agreement employing her as its Superintendent of Schools, effective July 1, 2005 through June 30, 2010; and

WHEREAS, on the 1st day of July, 2005, the BOARD and DR. MATUSIAK entered into an Amendment of Employment Agreement which modified certain terms and conditions in the Employment Agreement; and

WHEREAS, in July 2006, the BOARD and DR. MATUSIAK entered into a new Employment Agreement employing her as its Superintendent of Schools, effective July 1, 2006 through June 30, 2011; and

WHEREAS, on the 20th day of July, 2006, the BOARD and DR. MATUSIAK entered into an Amendment of Employment Agreement which modified certain terms and conditions in the Employment Agreement; and

WHEREAS, on the 11th day of July, 2007, the BOARD and DR. MATUSIAK entered into a new Employment Agreement (hereinafter referred to as the "July 2007 Agreement")

employing her as its Superintendent of Schools, effective July 1, 2007, through June 30, 2012;
and

WHEREAS, on the 26th day of August, 2008, the BOARD and DR. MATUSIAK entered into an Amendment to the July 2007 Agreement which modified certain terms and conditions in the Agreement, including the extension of the term of her employment as Superintendent of Schools through June 30, 2013; and

WHEREAS, in June of 2010 the BOARD and DR. MATUSIAK entered into a Second Amendment to the July 2007 Agreement which modified certain terms and conditions in the Agreement; and

WHEREAS, pursuant to said Agreement and Amendments and as set forth hereinabove, DR. MATUSIAK'S term of employment as Superintendent of Schools would otherwise terminate on June 30, 2013; and

WHEREAS, certain irreconcilable differences have arisen between the BOARD and DR. MATUSIAK; and

WHEREAS, the BOARD and DR. MATUSIAK have arrived at a mutual understanding that it is in the best interests of the DISTRICT and DR. MATUSIAK that the March 22, 2004 and/or July 2007 Employment Agreement, as amended, be terminated effective August 31, 2011, subject to certain terms and conditions; and

WHEREAS, (i) DR. MATUSIAK has been represented by and has consulted with the appropriate legal counsel of her choice; (ii) has been given a reasonable period within which to consider this Agreement and general release ("Agreement"); and (iii) understands that in executing this Agreement she is, *inter alia*, giving up any and all rights and claims which she has, had, or may have had in law or in equity under all federal, state, county or local statutes, laws, rules and regulations pertaining to employment, as well as any and all claims under tort

law, or which were or could have been alleged by her;

NOW, THEREFORE, in consideration of the said mutual undertakings and promises contained in this Agreement and other good and valuable considerations, the parties agree and covenant as follows:

1. The above recitations of facts and circumstances set forth in all of the preceding "Whereas" clauses are expressly incorporated herein and form a part of the terms of this Agreement.

2. DR. MATUSIAK hereby submits her irrevocable resignation as Superintendent of Schools, effective August 31, 2011. Her irrevocable letter of resignation is attached hereto as Exhibit "A". Except as specifically provided herein, said resignation shall terminate the respective rights and obligations of the parties pursuant to the March 22, 2004 and/or July 2007 Employment Agreement, as amended, as of the effective date of her resignation. Between the date of execution of this Agreement and the effective date of DR. MATUSIAK'S resignation, to wit, August 31, 2011, the following shall be applicable:

- a. From July 1, 2011 through August 31, 2011, the BOARD shall continue to pay DR. MATUSIAK her annual salary at the rate of \$256,965.00 (prorated);
- b. Contingent upon the execution of this Agreement by DR. MATUSIAK, the BOARD shall continue to provide the same health insurance coverage to DR. MATUSIAK under the DISTRICT'S health insurance plan as was provided for the 2010/11 school year in accordance with her current employment agreement solely for the months of July and August. Specifically, the BOARD shall contribute the total amount of \$856.55, representing the DISTRICT'S share of continuing to provide health insurance coverage to DR. MATUSIAK as an active employee during the months of July and August.

DR. MATUSIAK shall be solely responsible for any and all insurance premiums beyond the aforementioned amount contributed by the DISTRICT.

DR. MATUSIAK'S share of the health insurance premiums shall be automatically deducted from her paychecks in equal installments for the months of July and August in the same manner such sums were deducted throughout the 2010-2011 school year.

3. In consideration of DR. MATUSIAK'S resignation from her position as the Superintendent of Schools, the termination of the March 22, 2004 and/or July 2007 Employment Agreement, as amended, DR. MATUSIAK'S release of all claims and other good and valuable consideration as set forth in this Agreement, DR. MATUSIAK shall receive the following:

a. DR. MATUSIAK shall be paid the sum of \$256,965.00, representing one (1) of the two (2) years of salary DR. MATUSIAK would have otherwise been entitled to pursuant to the March 22, 2004 and/or July 2007 Agreement as amended.

b. Said sum shall be payable as follows, subject to the requirements of law, including any and all Federal and/or State statutes, rules and/or regulations:

i.) On or before August 31, 2011, the sum of \$22,000 shall be deposited into the Superintendent's Section 457 Plan, to the limits permitted by law;

ii.) On or before September 1, 2011, the sum of \$25,500 shall be deposited into the Superintendent's Section 403(b) IRC Tax Sheltered Annuity as a non-elective direct employer contribution, without a cash option, to the limits permitted by law;

iii.) On or before September 1, 2011, the sum \$10,000 shall be paid directly to DR. MATUSIAK as compensation, subject to any and all applicable taxes.

iv.) On or before January 1, 2012, the remaining sum of \$199,465 shall be paid to DR. MATUSIAK, with the sum of \$25,500 to be deposited into the Superintendent's Section 403(b) IRC Tax Sheltered Annuity as a non-elective direct employer contribution, without a cash option, to the limits permitted by law; the sum of \$22,000 to be deposited into the Superintendent's Section 457 Plan, to the limits permitted by law; and the remaining sum of \$151,965 to be paid directly to DR. MATUSIAK as compensation, subject to any and all applicable taxes.

v) In the event the payments to DR. MATUSIAK'S 403-B and 457 plans exceed the applicable annual contribution limitation(s) for either plan, the excess amounts shall be paid directly to DR. MATUSIAK as compensation, subject to any and all applicable taxes.

vi) DR. MATUSIAK acknowledges that the DISTRICT has made no representation(s) to her as to the position of the Internal Revenue Service ("IRS") regarding the tax-deferred status of these contributions or as to the position of the TRS regarding whether these contributions will be included in DR. MATUSIAK'S final average salary ("FAS"). In the event that either the IRS or TRS renders an adverse determination against DR. MATUSIAK with respect to any of the monies paid pursuant to this Agreement, such determination shall have no impact upon the enforceability of this Agreement which shall continue to be valid and

binding upon the parties. In the event any of the payments made into the Superintendent's 403-b and/or 457 Plans pursuant to this Agreement are impermissible under applicable IRS statutes, rules and/or regulations, said monies shall be paid directly to DR. MATUSIAK as compensation, subject to any and all applicable taxes.

c. On or before September 1, 2011, DR. MATUSIAK shall be paid the cash value of five (5) of her earned and unused vacation days at the rate of 1/220th of her salary for each day.

d. Effective September 1, 2011, and upon DR. MATUSIAK'S retirement into the Teachers' Retirement System, DR. MATUSIAK shall be provided with retiree Family or Two (2) Person health insurance coverage under the health insurance plan currently provided by the DISTRICT to its active professional employees or any subsequent plan that may be adopted by the DISTRICT for its active professional employees in accordance with her current employment agreement. The BOARD shall pay the full cost for such coverage into retirement.

e. Effective September 1, 2011, and upon DR. MATUSIAK'S retirement into the Teachers' Retirement System, DR. MATUSIAK shall be permitted to continue to participate in the DISTRICT'S "Teacher Benefit Fund Plan" for the purposes of providing dental/vision coverage to DR. MATUSIAK into retirement at her sole expense and under the same terms and conditions as active employees are provided, including any and all future revisions to the Plan and/or the cost of providing said coverage. The parties herewith acknowledge that the cost of providing such coverage was \$1,000 for the 2011/12 school year and should said sum increase in the future, DR. MATUSIAK shall be solely responsible for payment of such increased amount. DR. MATUSIAK shall remit such payment, in full, to the DISTRICT'S Business Office by June 1st, on annual basis. Should DR. MATUSIAK fail to remit

such payment to the DISTRICT, her coverage under the "Teacher Benefit Fund Plan" shall be terminated in all respects. In the event that the Irvington Faculty Association refuses to permit DR. MATUSIAK to continue to participate in the "Teacher Benefit Fund Plan," and/or refuses to provide coverage to DR. MATUSIAK at any point in the future, for any reason, and/or should the "Teacher Benefit Plan" cease to exist in the future, for any reason, DR. MATUSIAK'S coverage shall be terminated in all respects.

f. DR. MATUSIAK shall be solely responsible for any and all Federal and/or State taxes to the extent said monies may be owed by her arising from the payment of any of the settlement monies set forth in this Agreement.

4. Effective September 1, 2011, DR. MATUSIAK acknowledges that she has, by this Agreement, relinquished all right, title and interest in any position of the IRVINGTON UNION FREE SCHOOL DISTRICT, including, but not limited to, the position of Superintendent of Schools.

5. DR. MATUSIAK agrees that she will not apply for any vacancy and/or accept a position of employment in the IRVINGTON UNION FREE SCHOOL DISTRICT that exists as of the date of execution of this Agreement, or that may exist at any time thereafter.

6. DR. MATUSIAK agrees that she will cooperate with the BOARD in connection with any litigation which may occur concerning events which arose during her employment with the DISTRICT. Said cooperation shall include, but not be limited to, her appearance as a witness in any future proceeding, as well as any necessary preparation for such appearance. Further, DR. MATUSIAK will cooperate and assist her successor in the assumption of the duties of the office of the Superintendent of Schools in the event of the election of her replacement on or before August 31, 2011. In such event, the parties herewith acknowledge that DR. MATUSIAK shall be appointed to the position of Special Assistant to the Superintendent of Schools through

and until August 31, 2011 with no change in her salary or benefits. DR. MATUSIAK will be paid, if DR. MATUSIAK must return to the DISTRICT as necessary in the defense of any claim, suit, action or legal proceeding brought against DR. MATUSIAK, or the RELEASEES, arising out of incidents which occurred while DR. MATUSIAK was acting within the scope of her employment under the direction of the BOARD, at 1/220th of her annual 2010/11 salary for each day of attendance. Said amount shall be prorated in the event of attendance for less than a full day (8 hours). The DISTRICT shall reimburse the Superintendent for mileage at the IRS rate when she is required to travel to the DISTRICT to perform duties pursuant to this paragraph 6.

7. DR. MATUSIAK covenants that she has not filed any action, complaint, proceeding, charge, grievance or arbitration or any other proceeding, administrative or judicial, against the RELEASEES. DR. MATUSIAK 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 RELEASEES in any court of law, admiralty or equity or before any administrative agency or arbitrator seeking damages or other remedies on DR. MATUSIAK'S own behalf, with respect to her relationship with the RELEASEES, her employment with the RELEASEES, her separation from employment from the RELEASEES, 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 RELEASEES have failed to comply with any obligations created by this Agreement.

8. Both parties 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 RELEASEES and DR. MATUSIAK, and (b) avoiding the attorneys' fees and other expenses that will result from continued litigation. No findings of any kind have been made or issued by any mediator, arbitrator, administrative agency or court of law, and DR. MATUSIAK acknowledges that she is not the prevailing party in any action which she has filed against the RELEASEES, or in any action or putative action which may have been filed against her.

9. For purposes of this Agreement the word "RELEASEES" shall include the IRVINGTON UNION FREE SCHOOL DISTRICT, its members, officers, employees, agents, and independent contractors, the BOARD OF EDUCATION OF THE IRVINGTON UNION FREE SCHOOL DISTRICT, its past and present members, to wit, John Dawson, Robyn Kerner, James McCann, Robert Grados, Robyne Camp and Philip Whitney, individually and in their official capacities, its officers, employees, agents and independent contractors.

10. DR. MATUSIAK, for and in consideration of the payments made by RELEASEES, as set forth herein, and other good and valuable consideration, hereby releases and forever discharges, and by this instrument does release and forever discharge the IRVINGTON UNION FREE SCHOOL DISTRICT and RELEASEES 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 RELEASEES, whether known or unknown, unforeseen, unanticipated, unsuspected, or latent which she, her 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 RELEASEES have failed to comply with any obligations created by this Agreement.

Without limiting the generality of the foregoing, DR. MATUSIAK agrees that she knowingly and voluntarily waives all rights she has or may have (or that of anyone on her behalf) to commence or prosecute any lawsuit, charge, claim, complaint, or other legal proceeding or action against RELEASEES, 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 Pregnancy Discrimination Act of 1978, 42 U.S.C. §2000e(k), 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, pregnancy discrimination, sexual and/or other harassment, retaliation, benefits, labor or employment standards, or retaliation.

11. DR. MATUSIAK specifically agrees that she knowingly and voluntarily releases and forever discharges, and by this instrument does release and forever discharge the IRVINGTON UNION FREE SCHOOL DISTRICT and RELEASEES 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. MATUSIAK, her heirs, executors, administrators, successors and assigns up until the date of execution of this Agreement.

To comply with the Older Workers Benefit Protection Act of 1990 (OWBPA), this Settlement and Release has advised DR. MATUSIAK of the legal requirements of the Act, and fully incorporates the legal requirements by reference into this Agreement as follows:

- a) DR. MATUSIAK understands the terms of this Agreement;
- b) DR. MATUSIAK has been advised of her right to consult with an attorney to discuss the terms of this Agreement, and specifically acknowledges that she has fully discussed the terms of this Agreement with legal counsel of her own choosing and understands the meaning and effect of her waiver of all rights and claims under the ADEA;

- c) DR. MATUSIAK does not waive any rights or claims under the ADEA that may arise after the date of execution of this Agreement;
- d) DR. MATUSIAK is receiving consideration beyond anything of value to which she is already entitled in exchange for her execution of this Agreement;
- e) DR. MATUSIAK acknowledges that RELEASEES have afforded her the opportunity to consider the terms of this Agreement for a period of twenty-one (21) days;
- f) The parties acknowledge that DR. MATUSIAK 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. MATUSIAK chooses to exercise her option to revoke this Agreement, DR. MATUSIAK shall notify the DISTRICT CLERK in writing of said revocation, no later than 5:00 P.M. of the last day of the revocation period.

12. The BOARD, for and in consideration made by DR. MATUSIAK, as set forth herein, and other good and valuable consideration, hereby releases and forever discharges, and by this instrument does release and forever discharge DR. MATUSIAK 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 DR. MATUSIAK, expressly limited to known claims only, and excluding all unknown claims. It is understood and agreed the reference to unknown claims shall include, but shall not be limited to 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, as well as any and all claims under state or federal contract or tort law, whether known or unknown, unforeseen, unanticipated, unsuspected, claims which arise from any criminal or illegal act, defalcation, false claim, receipt of monies, or any other act involving the illegal or unauthorized receipt of monies or things of value of the IRVINGTON UNION FREE SCHOOL DISTRICT by DR. MATUSIAK, by her own acts, by any third party through confederation with DR. MATUSIAK, or by DR. MATUSIAK acting alone or in confederation with others on behalf of a third party. DR. MATUSIAK hereby expressly waives, surrenders, and agrees to forego any protection from claims of the IRVINGTON UNION FREE SCHOOL DISTRICT, the existence of which are unknown, unforeseen, unanticipated, or unsuspected as of the date of execution of this Agreement. The foregoing expressly excludes any claim that DR. MATUSIAK has failed to comply with any obligations created by this Agreement.

13. DR. MATUSIAK specifically acknowledges that she understands that this Agreement is a legally binding document and that by signing this Agreement, she is prevented from filing, commencing or maintaining any action, complaint, charge, grievance, arbitration or other proceeding against RELEASEES, except as expressly permitted by the terms of this Agreement.

14. This Agreement shall not be effective or binding upon DR. MATUSIAK and/or RELEASEES unless and until it is approved by the BOARD, by formal resolution.

15. DR. MATUSIAK represents and acknowledges that no representation, statement, promise, inducement, threat or suggestion has been made by RELEASEES and/or the attorneys for RELEASEES, to influence her to sign this Agreement, except such statements as are expressly set forth herein.

16. DR. MATUSIAK acknowledges and agrees that she has been given a sufficient time period within which to consider this Agreement, that she has read this Agreement, that she has been given an opportunity to fully discuss the terms of this Agreement with legal counsel of her own choosing. DR. MATUSIAK further acknowledges and agrees that, in deciding to execute this Agreement, she has had the opportunity to ask any questions that she may have of anyone, including legal counsel and other personal advisors of her own choosing, that she has consulted with legal counsel of her own choosing, and that she has executed this Agreement freely, voluntarily, and of her own will, and with full and complete understanding of its terms and effects.

17. 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.

18. DR. MATUSIAK'S letter of resignation, which letter shall not be subject to reconsideration or recall by DR. MATUSIAK, shall be held by the DISTRICT in escrow, pending final approval by the BOARD of this proposed Agreement and, in the event that the BOARD declines to approve the same, DR. MATUSIAK'S resignation and this Agreement shall be of no force and effect.

19. Except as required by law, or except pursuant to the direction of the Commissioner of Education or pursuant to an order of a court of competent jurisdiction, the

existence and terms of this Agreement, the consideration paid hereunder, the identity of the parties released under this Agreement and the documents and correspondence between the parties and the discussions and negotiations concerning the settlement are deemed confidential, and shall not be disclosed by any party to any individual or entity not a party to this Agreement, with the exception of the District's administrators who the Board or DR. MATUSIAK may inform that the Superintendent will be retiring effective August 31, 2011 and thereafter discuss transition issues related to the Superintendent's impending departure.

Without limiting the generality of the foregoing, each party to this Agreement shall not initiate, nor respond to, nor in any way participate in, nor contribute to any discussion, public, private or otherwise, nor take part in any other form of publicity, concerning, nor in any way relating to, the execution and terms of this document and the disputes between the parties that led to any of the differences and/or disputes between them. The foregoing shall include individuals acting on behalf of the parties, including, but not limited to, members of DR. MATUSIAK'S immediate family. Notwithstanding the foregoing, the parties have agreed to release the public statement attached hereto as Exhibit "B" which shall be made public as of July 13, 2011. The parties herewith acknowledge that this provision represents a material term of this Agreement and may be enforced in the same manner as any other material term of this Agreement.

20. RELEASEES shall limit their response to any inquiries concerning DR. MATUSIAK'S employment with the DISTRICT to the contents of the public statement attached hereto as Exhibit "B".

21. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York.

22. The parties agree to cooperate fully and execute this Agreement and all supplementary documents and take any and all additional action which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

23. 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. If any such deleted provision involves compensation or a monetary of fringe benefit, the undersigned parties agree to negotiate as part of this Agreement in place of such deleted provision a substitute of comparable value thereto, and in the event of an inability to agree exceeding forty-five (45) days from the date of the declaration of illegality either party hereto may submit the issue for final disposition to arbitration by the American Arbitration Association pursuant to its Rules for Voluntary Labor arbitration. The arbitrator appointed to hear the matter shall be empowered to make an award of comparable value or compensation as reasonably implements the intent of the parties under the deleted provision.

24. The performance evaluation dated June 15, 2011 shall be expunged from DR. MATUSIAK'S personnel file.

Dated: 7/5/11

By: Kathleen L. Matusiak
KATHLEEN MATUSIAK


On the 5 day of July, 2011, before me personally came KATHLEEN MATUSIAK, to me known and known to be the individual described herein.

Deborah A. Centofanti
Notary Public

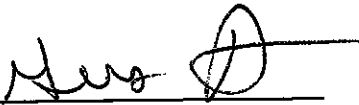
DEBORAH A. CENTOFANTI
NOTARY PUBLIC, STATE OF NEW YORK
REGISTRATION NO. 01CE6138726
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES 12-27-2012

BOARD OF EDUCATION of the
IRVINGTON UNION FREE SCHOOL
DISTRICT

Dated: 7/5/2011

By: 
JOHN DAWSON
BOARD PRESIDENT

On the 5th day of July, 2011, before me personally came John Dawson, to
me known and known to be the individual described herein.


Notary Public

GUS MOUNTANOS
Notary Public, State of New York
No. 02406005118
Qualified in Westchester County
Commission Expires April 6, 2013

EXHIBIT A

Exhibit "A"

July 1, 2011

Board of Education of the
Irvington Union Free School District
40 North Broadway
Irvington, New York 10533

Dear Board Members:

I herewith submit my resignation as Superintendent of Schools for the purposes of retirement effective August 31, 2011.

Very truly yours,

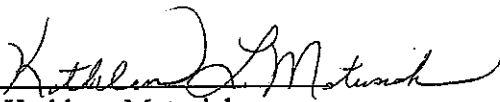

Dr. Kathleen Matusiak

EXHIBIT B

Exhibit "B"

It is with sincere gratitude and sadness that the Board of Education recently accepted the resignation of Dr. Kathleen Matusiak, effective August 31, 2011. After capably serving for seven years as the Superintendent of Schools for the Irvington Union Free School District, Dr. Matusiak has decided to retire.

Under Dr. Matusiak's leadership since July 2004, the District has made significant strides in many areas. Hired for her expertise in systemic reform and strategic planning, Matusiak facilitated the development of the District's first strategic plan which articulated the goals and objectives for each school's yearly action plans. Among the many positive outcomes of these plans have been sweeping changes in English Language Arts, particularly in Grades K-8 writing and reading. In addition, the District has had three Tri-State Consortium reviews in ELA, mathematics, and science, the results of which have propelled important curriculum changes. In the 2010-11 school year, Dr. Matusiak worked very closely with the new Guidance Chairperson to significantly enhance programs and services in Grades 6-12.

Character Education has also been a focus during Dr. Matusiak's tenure in the District. Following some incidents of bias at the Middle School in Spring 2010, she has strongly supported the work of a newly formed Diversity Task Force as well as initiatives developed in each of the schools to raise awareness among students and staff. Her support also extended to environmental stewardship which has resulted in many key initiatives districtwide. Among these have been recycling, composting, the creation of school gardens at Dows Lane and Irvington Middle School, Hudson River studies in all grades, and a focus on sustainability at all grade levels, including a new elective at Irvington High School as well as a number of "green" initiatives.

Many changes in policies and protocols to improve operations have been made since Dr. Matusiak's arrival seven years ago. Among these was the adoption of Finance Manager software for attendance and payroll functions. The District's State audit conducted in 2008-09 was very favorable. In addition, every budget in the past seven years passed on the first round, with recent ones resulting in budget decreases.

Over 2.5 million dollars in efficiencies have been realized during Dr. Matusiak's seven year tenure in Irvington. As employees have retired or resigned from the District, people have been redeployed, and a number of positions have been eliminated to effectuate savings. As part of a comprehensive efficiency study in 2009-10, Dr. Matusiak delivered a presentation to the community on a possible merger of the two elementary schools. This was followed by a year long study by a Space Committee comprised of District staff and volunteers whose recommendations should be considered in the future.

Always very visible in classrooms and school events, Dr. Matusiak's love for the students and their achievements has been apparent. She has been a staunch supporter of the PTSA and the Irvington Education Foundation and has been very involved in the community. One of her major involvements was in 2006 when she spearheaded a number of exciting initiatives to celebrate the District's 150th anniversary. She was also instrumental in collaborating with the Irvington Historical Society to involve the schools in a huge Quadricentennial celebration of the Hudson River voyage.

We are very proud of the strong leadership team that Dr. Matusiak has built in Irvington. Also during her years of service, she has hired numerous teachers whose experience and quality of instruction are second to none.

As Dr. Matusiak completes her 39th year as an educator at many levels, we wish her the very best in her future endeavors. She is to be commended for her tireless dedication and her many achievements which have made our school district's educational program a flagship in Westchester.