



THE JERSEY CITY PUBLIC SCHOOLS

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Regina Robinson
Business Administrator / Board Secretary

EMAIL: reginarobinson@jcboe.org

January 30, 2020

VIA EMAIL ONLY [REDACTED]

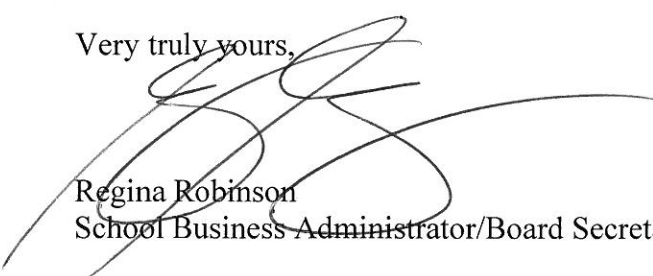
Re: Settlement agreement between Marcia Lyles and the Jersey City BOE, re: federal case 2:19-cv-02237-CCC-MF

Dear Mr. McDonald:

In response to the request, the following production is being provided:

-copy of Settlement agreement between Marcia Lyles and the Jersey City BOE, re: federal case 2:19-cv-02237-CCC-MF (attachment 10 pages). Thank you

Very truly yours,


Regina Robinson
School Business Administrator/Board Secretary

cc: Franklin Walker, Acting Superintendent

RR/ta

WHEREAS, Dr. Marcia Lyles ("Dr. Lyles") is employed by the Jersey City Board of Education ("Board") as the Superintendent of Schools;

WHEREAS, Dr. Lyles is on leave from the performance of her duties as the Superintendent of Schools;

WHEREAS, Dr. Lyles filed an action before the United States District Court, District of New Jersey with the caption *Lyles v. Jersey City Board of Education et. al.*, Civil Action No. 2:19-cv-02237-CCC-MF (the "District Court Action")

WHEREAS, the District Court Action names Sudhan Thomas ("Thomas") as an individual and in his capacity as a Board member, Marilyn Roman ("Roman") as an individual and in her capacity as a Board member, the Jersey City Education Association ("JCEA") and Ronald F. Greco ("Greco"), as an individual and in his capacity as JCEA officer (District Court Action Defendants);

WHEREAS, the District Court Action which challenged the Board's actions with regard to her employment and asserted various statutory and common law claims against the District Court Action Defendants;

WHEREAS, Dr. Lyles also challenged the Board's actions in a separate action by filing a Petition of Appeal before the Commissioner of Education with the caption *Lyles v. Jersey City Board of Education and Sudhan Thomas*, OAL Dkt. No.: EDU-07148-19 ("Petition of Appeal");

WHEREAS, the Parties have engaged in extensive motion practice regarding both the District Court Action and the Petition of Appeal;

WHEREAS, the District Court Action remains pending and the Petition of Appeal is scheduled for hearing;

WHEREAS, in light of the cost and uncertainties of litigation, the Parties mutually seek to resolve the District Court Action and Petition of Appeal;

WHEREAS, Dr. Lyles, the Board, Thomas, Roman, the JCEA and Greco have negotiated with the aid of their respective counsel and now wish to resolve each of their respective claims and defenses and settle all claims, consistent with the terms of this Agreement as set forth below; and

NOW THEREFORE, in consideration of the promises and covenants contained in this Settlement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Petition of Appeal.

- a. *Resignation.* Dr. Lyles shall submit, at the time of execution of this agreement, an irrevocable letter of resignation from her position as Superintendent of Schools. Dr. Lyles' resignation date shall have a retroactive effective date of July 1, 2019. The letter of resignation shall be annexed hereto as **Exhibit A**.
- b. *Stipulation of Settlement.* The parties agree that a Stipulation of Dismissal, with prejudice, will be filed for the matter docketed before the Commissioner of Education

as *Lyles v. Jersey City Board of Education and Sudhan Thomas*, OAL Dkt. No.: EDU-07148-19. The stipulation of dismissal is annexed hereto as **Exhibit B**. Within five (5) business days of the Board's ratification of the Agreement by the parties, counsel for the Dr. Lyles shall deliver to Genova Burns LLC an executed copy of the stipulation. Genova Burns LLC shall hold the stipulations of dismissal in escrow pending the payment of all sums due pursuant to this Agreement, at which time it may be filed.

c. *Consideration.*

- i. By entering into this Agreement, the Board hereby waives the contractual requirement that Dr. Lyles provide 90 days' notice of her intent to resign.
- ii. Subject to the condition that Dr. Lyles does not revoke her execution of this Agreement during the seven-day revocation period, as defined in Paragraph 5, and in exchange for her agreement to all of the terms, conditions and promises in this Agreement, including the General Release and release of claims under the ADEA, the Board agrees to pay Dr. Lyles a total of one hundred seventy three thousand two hundred and fifty dollars and zero cents (\$173,250.00) (the "Resignation Amount") as a consideration for her resignation from employment. Subject to the Board's receipt and approval of one fully executed copy of this Agreement signed by Dr. Lyles without modifications, omissions and its acceptance at a public Board meeting, payment shall be issued in two installments as follows:
 1. One check made payable to Marcia Lyles in the amount of fifty-eight thousand two hundred fifty dollars and zero cents (\$58,250.00) from which appropriate taxes and withholdings will be taken and for which an IRS Form W-2 shall be issued, which shall be paid within 30 days of the Board's approval of this agreement; and
 2. One check made payable to Marcia Lyles in the amount of one hundred fifteen thousand dollars and zero cents (\$115,000.00) from which appropriate taxes and withholdings will be taken and for which an IRS Form W-2 shall be issued, which shall be paid on or around January 2, 2019.
 3. Payments shall be delivered to Dr. Lyles' attorney.
 4. The parties agree that the Resignation Amount included herein is valid and sufficient consideration to which Dr. Lyles is not otherwise entitled.

2. The District Court Action.

- a. *Stipulation of Settlement.* The parties agree that a Stipulation of Dismissal, with prejudice, will be filed for the matter docketed before the United States District Court, District of New Jersey with the caption *Lyles v. Jersey City Board of Education et. al.*, Civil Action No. 2:19-cv-02237-CCC-MF. The Stipulation of Dismissal is annexed hereto as **Exhibit C**. Within five (5) business days of the Board's ratification of the Agreement by the parties, counsel for the Dr. Lyles shall deliver to Genova Burns LLC an executed copy of the stipulation. Genova Burns shall hold the Stipulations of

Dismissal in escrow pending the payment of all sums due pursuant to this Agreement, at which time it may be filed.

- b. *Consideration.* Dr. Lyles shall submit a typed and signed IRS Form W-9 at the time she executes this Agreement. Subject to the condition that Dr. Lyles does not revoke her execution of this Agreement during the seven-day revocation period, as defined in Paragraph 5, and in exchange for her agreement to all of the terms, conditions and promises in this Agreement, including those contained in the General Release and the release of claims under ADEA, five payments shall be delivered to Dr. Lyles' attorney and made as set forth below:
- i. One check in the amount of fifteen thousand dollars and zero cents (\$15,000.00) as non-wages damages made payable to Marcia Lyles and to be paid by Berkley Select on behalf of its insured within 30 days of ratification of this Agreement by the Board.
 - ii. One check in the amount of ten thousand dollars and zero cents (\$10,000.00) made payable to Marcia Lyles and to be paid by the Board from which appropriate taxes and withholdings will be taken and for which an IRS Form W-2 will be issued within 30 days of ratification of this Agreement by the Board;
 - iii. One check in the amount of thirty-seven thousand five hundred dollars and zero cents (\$37,500.00) as non-wages damages made payable to Marcia Lyles through Summit Risk consistent with its usual and customary practices and for which an IRS Form 1099 will be issued within 30 days of ratification of this Agreement by the Board;
 - iv. One check in the amount of thirty-seven thousand five hundred dollars and zero cents (\$37,500.00) made payable to Marcia Lyles, will be issued through Summit Risk from which appropriate taxes and withholdings will be taken and for which an IRS Form W-2 will be issued within 30 days of the Board's ratification of this Agreement;
 - v. Subject to the receipt of a typed, executed IRS Form W-9 for Weiner Law Group LLP at the time Dr. Lyles' executes this Agreement, one check in the amount of one hundred twenty-five thousand dollars and zero cents (\$125,000.00) will be issued through Summit Risk to the Weiner Law Group, LLP within 30 days of Board's ratification of this Agreement and shall be reported to taxing authorities via Form 1099.
3. Pensions. Dr. Lyles acknowledges that she has already received fifty-seven thousand seven hundred and fifty dollars (\$57,750.00) in payment from the Board since July 1, 2019. The Board will take all necessary steps to correct Dr. Lyles' pension enrollment records to reflect her retroactive resignation from employment, effective July 1, 2019, and will cooperate with the New Jersey Division of Pension of Benefits to effectuate any necessary corrections to her pensions account. Dr. Lyles agrees to cooperate with the Board and/or the New Jersey Division of Pension and Benefits to ensure that her service credits and contributions are consistent with her service dates as contemplated by this Agreement

4. **Health Benefit Transition.** The parties agree that Lyles' health insurance provided by the Board will continue to run as an active member until October 31, 2019. If Lyles' applies for alternative health benefits, if requested, the Board will confirm that she remained on the Board's insurance as an active member until October 31, 2019. Nothing in this provision interferes with Dr. Lyles' rights pursuant to the Consolidated Omnibus Budget Reconciliation Act.
5. **General Release.** In consideration for the payments and promises contained herein, Dr. Lyles hereby irrevocably and unconditionally waives, releases, and forever discharges the Jersey City Board of Education, Sudhan Thomas, Marilyn Roman, the Jersey City Education Association and Ronald G. Greco and each of their agents, officials, directors, officers, employees, insurers, representatives, attorneys, divisions, parents, subsidiaries, departments, affiliates, and their predecessors, successors, heirs, executors, administrators and assigns, past and present, including, without limitation, all persons acting by, through, under or in concert with any of them (individually and collectively referred to as "Releasees"), from any and all actions, causes of action, suits, debts, contracts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages and expenses, known and unknown, including without limitation claims for attorneys' fees and costs actually incurred, claims for negligence, deceit, fraud, retaliation, wages, tips, commissions, accrued vacation time, accrued sick time or any other claims whatsoever, in law or in equity, including constitutional, statutory or common law claims, arising out of her employment relationship with the Board and the termination thereof, or arising out of any other putative relationship that she may have or had with the Board, and this General Release includes, but is not limited to, any and all claims arising under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq., the Civil Rights Act of 1866 and 1871, the Age Discrimination in Employment Act, 29 U.S.C. §621 et seq., the Older Workers Benefit Protection Act, 29 U.S.C. §621 et seq., the Americans With Disabilities Act, 42 U.S.C. §12101 et seq. as amended, the Pregnancy Discrimination Act of 1978, 42 U.S.C. §2000e-(k), the Employee Retirement Income Security Act, 29 U.S.C. §1001 et seq., the Equal Pay Act, 29 U.S.C. §206 et seq., the Worker Adjustment and Retraining Notification Act, 29 U.S.C. §2101, et seq., the National Labor Relations Act, 29 U.S.C. §151 et seq., Sections 1981 through 1988 of Title 42 of the United States Code, the Immigration Reform and Control Act, 8 U.S.C. §1324a et seq., the Occupational Safety and Health Act, 29 U.S.C.A. §651 et seq., the Consolidated Omnibus Budget Reconciliation Act, 29 U.S.C. §1161 et seq., the Family and Medical Leave Act, 29 U.S.C. §2601 et seq., any and all claims, including common law claims under *Pierce v. Ortho Pharm. Corp.*, 84 N.J. 58, 73 (1980), claims under the New Jersey Conscientious Employee Protection Act, N.J.S.A. §34:19-1 et seq. ("CEPA"), all claims under the New Jersey Law Against Discrimination, including claims of unlawful discrimination, hostile work environment, failure to accommodate, retaliation, and/or aiding and abetting; claims under the New Jersey Civil Rights Act, N.J.S.A. §10:1-1 et seq., the New Jersey Family Leave Act, N.J.S.A. §34:11B-1, et seq., the Millville Dallas Airmotive Plant Job Loss Notification Act, N.J.S.A. §34:21-1 et seq., and the New Jersey Wage and Hour Law and the Wage Payment Law, N.J.S.A. §34:11-56a et seq., the New Jersey Equal Pay Law, the New Jersey Earned Sick Leave Law, any provision of any statute, ordinance, constitution, regulation,

common law, of the United States, of New Jersey or of any municipality or other state, including ordinance of the City of Jersey City (individually and collectively referred to as "Claims" for), which Dr. Lyles had, now has, or she or her heirs, executors and administrators hereafter may have, whether known or unknown, against each or any of the Releasees, from the beginning of time to the Effective Date of this Agreement. Expressly excluded from this General Release are claims or rights under New Jersey workers' compensation laws, and claims arising out of the enforcement of this Agreement. Dr. Lyles warrants and represents that with respect to the Fair Labor Standards Act ("FLSA"), she is aware of no facts that give rise to, or in any way, support any claims under the FLSA against the Board.

6. Release of Claims under ADEA; Right to Review and Revoke. As required by the Older Workers Benefit Protection Act, Dr. Lyles expressly acknowledges and agrees that this Agreement includes a waiver and release of all claims that Dr. Lyles has or may have under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621, et seq. ("ADEA"). The following terms and conditions apply to and are part of the waiver and release of ADEA claims under this Agreement:
- a. The waiver and release of claims under ADEA contained in this Agreement does not cover rights or claims that may arise after the date on which Dr. Lyles signs this Agreement.
 - b. Dr. Lyles is hereby advised to consult with a lawyer before signing this Agreement. Dr. Lyles is granted 21 calendar days after Dr. Lyles is presented with this Agreement to decide whether to sign this Agreement. If Dr. Lyles signs and returns to the Board this Agreement before the expiration of the 21-day period, she waives the balance of that review period.
 - c. Dr. Lyles will have the right to revoke the waiver and release of claims under ADEA for a period of seven calendar days after signing and returning to the Board this Agreement, and this Agreement shall not become effective or enforceable unless and until this revocation period has expired without revocation by Dr. Lyles. If Dr. Lyles timely revokes this Agreement, Dr. Lyles will not receive or be entitled to receive any portion of the Consideration specified in Paragraphs 1 and 2 of this Agreement or any of the other consideration promised by the Board in this Agreement. If Dr. Lyles does not timely revoke this Agreement, then the Agreement shall be fully effective on the eighth (8th) day after Dr. Lyles returns the Agreement signed and without modifications or deletions ("Effective Date").
 - d. Any revocation by Dr. Lyles must be in writing and received by Counsel for the Board on or before the seventh (7th) day after this Agreement is executed by Dr. Lyles. The revocation must be submitted by first class prepaid mail to **ANGELO J. GENOVA, ESQ., GENOVA BURNS LLC, 494 BROAD STREET, NEWARK, NJ 07102**. A copy of the revocation shall also be sent via facsimile, to the attention of Angelo J. Genova at (973) 533-1112.
 - e. Dr. Lyles hereby acknowledges and agrees she is knowingly and voluntarily waiving and releasing her rights and claims only in exchange for the consideration provided for in this Agreement.

7. **Indemnification Pursuant to N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1.** Nothing in this Agreement waives the Board or Dr. Lyles' respective rights and obligations pursuant to N.J.S.A. 18A:16-6 and N.J.S.A. 18A:16-6.1.
8. **Non-disparagement.** The parties to this Agreement agree that they will not, at any time, take any action through any medium or in any forum, directly or indirectly to disparage or otherwise bring into question or disrepute the each other, including the parties, and past and present Board employees with regard to their reputation, abilities, or capabilities. While the Board may make public statements, it agrees to not, directly or indirectly, in its official capacity, to make or publish (orally or in writing) any statement that would defame, libel or slander Dr. Lyles. Notwithstanding the foregoing, it shall not be a breach of this paragraph for the Parties to comply with the lawful orders or processes of any court, including the obligation to testify truthfully in any legal proceeding. Additionally, this Paragraph does not apply to communications with government agencies.
9. **No Other Payments.** Dr. Lyles acknowledges and agrees that she is entitled to no payments under this Agreement or otherwise, other than those set forth above. Dr. Lyles shall not seek, request or claim entitlement to any payments, of any nature or form, from the Board or any of the other releasees other than those set forth herein
10. **No Pending Claims Against Releasees; Covenant not to Sue.** Dr. Lyles represents and agrees that neither she nor anyone acting on her behalf has filed or in any manner initiated any lawsuit, administrative complaint, grievance or arbitration in any court, administrative agency or other forum in which any claim of any nature, in whole or in part, is asserted against any of the Releasees identified in Paragraph 4 of this Agreement. Dr. Lyles agrees that she will not opt in and will opt out of any collective action or class action which may be brought by or on behalf of any other party against the Releasees.

If any administrative agency proceeding is initiated against the Releasees by Dr. Lyles, Dr. Lyles will defend, indemnify the Releasees identified in Paragraph 4 of this Agreement, and hold them harmless from any and all damages, costs and attorneys' fees incurred by, or assessed against the Releasees which are attributable to, or are the result of, claims or recoveries on Dr. Lyles' behalf. Dr. Lyles agrees not to institute any lawsuit, and not to assert any claims, charges or other legal proceedings against the Releasees, in any court, administrative agency or other forum, based upon any act, event or omission, whether now known or unknown, occurring prior to the Effective Date of this Agreement. Nothing in this Agreement shall prohibit or interfere with Dr. Lyles' right to bring an action to enforce the terms of this Agreement or to file a charge, cooperate or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission, or other federal or state regulatory or law enforcement agency. Dr. Lyles will not be entitled to recover, and she hereby agrees to waive, any monetary benefits or recovery against the Releasees or any of them in connection with any such claim, charge or proceeding of any kind without regard to which entity or person has brought such claim, charge or proceeding, regarding any act, event or omission occurring prior to the Effective Date of this Agreement.

11. **Non-Admission.** This Agreement is not, and shall not in any way be construed as, an admission by the Board, Thomas, Roman, the JCEA or Greco, or their subsidiaries, directors, officers, agents, officials, attorneys, employees, insurers or representatives, past and present,

of any violation of any federal or state constitutional prohibition or any federal or state or local law, ordinance or regulation, or any express or implied contract of employment, or any breach of the public policy of the State of New Jersey, or in violation of any other legal duty owed to Dr. Lyles, but instead constitutes the good faith settlement of any and all of Dr. Lyles' claims against the parties.

No findings of any kind have been made or issued by any court and none of the Parties purports to be the prevailing party in any threatened or pending litigation or in any administrative proceeding. This Agreement, and the discussions and negotiations leading to its consummation, shall not be introduced as evidence or referred to in any proceeding involving the Parties, other than in a subsequent proceeding concerning an alleged breach of this Agreement.

12. **Confidentiality.** The parties agree that the negotiations leading to this Agreement are confidential and shall remain confidential to the extent permitted by law.

Dr. Lyles agrees that she and her agents or assigns, shall keep confidential and shall make no disclosure of, or reference to, the existence or the terms of this Agreement, the negotiations leading to the consummation of this Agreement, or any communications, negotiations, agreements or the like with the Board to any person, firm, corporation, association, partnership or any other person or entity of any kind or identity whatsoever. In the event that any disclosure is sought in any manner, including but not limited to by way of a subpoena, or request or demand for a judicial order, Dr. Lyles shall give the Board, Thomas, Roman, the JCEA and Greco prompt written notice thereof within two (2) business days, and will resist by all legitimate means any attempt, of any kind whatsoever, to compel disclosure or otherwise breach the confidentiality of the existence or terms of this Agreement. No other disclosure as to the existence or terms of this Agreement may be made without the prior written consent of the Board, Thomas, Roman, the JCEA and Greco. Dr. Lyles agrees that should she be contacted by any party other than the Board, Thomas, Roman, the JCEA and Greco (or their respective counsel(s) relating to this Agreement, Dr. Lyles shall provide no response at all, or at most, a formal response of "I have no comment."

13. **Waiver of Reinstatement; Covenant Not to Re-Apply.** Dr. Lyles understands and agrees that effective as of the date that she signs this Agreement, she hereby waives reinstatement to employment with the Board.

Dr. Lyles agrees that the Board is not obligated to re-employ her at any time in the future and further agrees that she will not seek reemployment or reinstatement or accept reemployment with the Board or the JCEA or any of the Releasees at any time in the future. However, if in the future Dr. Lyles shall be employed by any other employer which is otherwise affiliated with the Board, this Section 9 shall not serve as a basis for her discharge from employment with that other employer.

14. **References.** Unless otherwise required by *N.J.S.A. 18A:6-7.6 et. seq.*, the Board shall provide prospective employers with confirmation Dr. Lyles' title, dates of employment and final salary.
15. **Return of Property.** Dr. Lyles will return all Board property, including but not limited to curriculum information, equipment, vehicles, books, samples, computers, pass codes, keys, swipe cards, credit cards, documents, and other materials, in whatever and every form or format

that Dr. Lyles received, prepared, or helped prepare in the ordinary course of her employment with the Board and thereafter up to the effective date of this Agreement.

Upon execution of this Agreement, Dr. Lyles shall return to the Board original and copies of Board property she has retained or has in her possession, whether in hard copy or electronic or digital format. Dr. Lyles hereby warrants and represents that she has destroyed or deleted from her personal computer devices all digital or electronic versions of Board documents or property, wherever stored including in remotely accessible storage (i.e. in the Cloud) or in any other format. Dr. Lyles further represents that she has not retained Board property, whether in hard copy or electronic form, any copies, duplicates, reproductions, computer disks, or excerpts thereof.

Within 10 days of the execution of this agreement the Board and Dr. Lyles, through their respective counsel shall arrange a meeting to allow Dr. Lyles to recover any personal information stored on the district-issued computer she used during her employment.

16. **Board Approval.** This Agreement is subject to, and expressly conditioned upon, approval by the Board.
17. **Tax Consequences.** Dr. Lyles represents and warrants that the Board, Thomas, Roman, the JCEA, and Greco and counsel for any of the Parties have provided no advice regarding the taxability of the consideration payments to Dr. Lyles and Dr. Lyles' counsel. Dr. Lyles acknowledges and agrees that she is solely responsible for any and all Federal, State and/or local taxes that may be due as a result of the payment of the consideration set forth herein. Dr. Lyles further acknowledges and agrees that she will hold harmless the Releasees (as defined herein) and counsel to the Parties in this matter in the event that any Federal, State and/or local taxing authority asserts any claim for unpaid taxes, penalties or interest or failure to withhold taxes from any portion of the consideration paid pursuant to this Agreement.
18. **Governing Law; Exclusive Jurisdiction.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey, without regard to its conflicts of law provisions. The Parties further agree that all disputes arising out of or relating to this Agreement or its breach shall be resolved exclusively in the Superior Court of New Jersey, and hereby submit to the exclusive jurisdiction and venue of the Superior Court of New Jersey. Should any provision of this Agreement be declared illegal or unenforceable by a court of competent jurisdiction and cannot be modified to be enforceable, excluding the General Release of claims language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. If the General Release of claims language in Paragraph 4 or the ADEA waiver in Paragraph 5 above is found by a court of competent jurisdiction to be unenforceable, the Parties agree that the Company may rewrite this Agreement to cure the defect, and Employee and the Company shall execute the rewritten agreement upon request of either party without any additional monies, benefits and/or compensation in exchange therefor.
19. **Entire Agreement.** This Agreement contains and constitutes the entire understanding and agreement of the parties with respect to the subject matter of this Agreement. This Agreement supersedes and cancels any and all previous agreements that may have been made in connection with Employee's employment with the Company or the termination thereof.

20. **Severability and Modifications.** The provisions of this Agreement are severable and if any part is found to be unenforceable, the other portions shall remain fully valid and enforceable. However, if any of the waivers and releases set forth in Paragraphs 5-7 of this Agreement are held to be invalid, illegal, void and/or unenforceable by a court of competent jurisdiction, Employee agrees immediately to duly execute and deliver to the Company a release and waiver that is legal and enforceable to the fullest extent permitted by law and consistent with the intent of the parties. This Agreement may not be released, discharged, abandoned, supplemented, changed, or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date signed by Employee. Neither Employee's nor the Company's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right that Employee or the Company may have under this Agreement shall be deemed a waiver of such provision or right or any other provision or right under this Agreement.
21. **Construction of Agreement.** The Parties agree that any ambiguities in this Agreement shall not be construed against the drafter.
22. **Multiple Counterparts and Electronic/Fax Signatures.** This Agreement may be executed by the Parties hereto in one or more counterparts, and each fully executed counterpart shall be deemed an original. Any facsimile or email copy of an executed signature page hereto shall be deemed an original signature page hereto for all purposes.

BY SIGNING THIS AGREEMENT, DR. LYLES STATES THAT:

1. SHE HAS READ THIS AGREEMENT;
 2. SHE UNDERSTANDS EVERYTHING IN IT AND KNOWS THAT SHE IS GIVING UP IMPORTANT RIGHTS, AND THAT SHE IS GIVING UP ANY RIGHTS OR CLAIMS IN EXCHANGE FOR CONSIDERATION TO WHICH SHE IS OTHERWISE NOT ALREADY ENTITLED;
 3. SHE AGREES WITH EVERYTHING IN THIS AGREEMENT;
 4. THIS AGREEMENT HAS BEEN NEGOTIATED WITH HER KNOWLEDGE AND CONSENT;
 5. SHE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS AGREEMENT AND HAS IN FACT DONE SO; AND
 6. SHE HAS SIGNED THIS AGREEMENT KNOWINGLY AND VOLUNTARILY, INTENDING TO BE LEGALLY BOUND.
- PLEASE READ CAREFULLY. THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF KNOWN AND UNKNOWN CLAIMS.**

MARCIA LYLES

Marcia Lyles

Date: 10/18/19

JERSEY CITY BOARD OF EDUCATION

By: _____ Date: _____

STEPHAN THOMAS

Stephan Thomas

Date: 10/28/2019

MARILYN ROMAN

Marilyn Roman

Date: 10/28/19

JERSEY CITY EDUCATION ASSOCIATION

By: Ronald Greco Date: October 23, 2019

RONALD GRECO

Ronald Greco

Date: October 23, 2019