



LONGMEADOW PUBLIC SCHOOLS

Marie H. Doyle, Superintendent of Schools
Susan Bertrand, Assistant Superintendent for Learning,
Interim Director of Pupil Services
Thomas Mazza, Assistant Superintendent for Finance & Operations
Nicholas Jorge, Director of Technology

March 24, 2016

Kathryn S. Couss, Esq.
BACON WILSON, P.C.
31 Trumbull Road
Northampton, MA 01060

RE: Timothy Symington Records

AFFIDAVIT OF THE KEEPER OF THE RECORDS OF THE PUBLIC SCHOOLS OF LONGMEADOW

I, Marie Doyle, do hereby depose and state under oath as follows:

1. I am the Keeper of the Records for the Public Schools of Longmeadow for Mr. Timothy Symington's personnel file.
2. I hereby certify that the documents provided are true, accurate and complete copies of the documents in my possession regarding Mr. Symington's personnel file.
3. The attached records are produced in lieu of my personal appearance and testimony at a deposition, or at trial.
4. The attached records are kept in compliance with MGL c. 149, Section 52C.

Signed under the pains and penalties of perjury this 25th day of March, 2016.

The Public Schools of Longmeadow
By: Marie Doyle, Superintendent of Schools

Enclosure

LONGMEADOW PUBLIC SCHOOLS - EMPLOYEE CHANGE FORM

- Aesop
- ECF Group
- Budget
- Attrition

<input type="checkbox"/> NEW EMPLOYEE <input type="checkbox"/> CHANGE IN PERSONAL DATA <input type="checkbox"/> POSITION/STATUS CHANGE <input type="checkbox"/> SUPPLEMENT (Stipend, per diem, etc) CHANGE	<input checked="" type="checkbox"/> TERMINATION: Retired/Resigned/Rehired/Terminated <input type="checkbox"/> EXPERIENCE/SCHEDULE CHANGE <input type="checkbox"/> TRANSFER/ASSIGNMENT CHANGE <input type="checkbox"/> OTHER _____
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COMPLETE SECTIONS FOR CHANGED INFO. ONLY OR ALL FOR NEW HIRE INFORMATION

EMPLOYEE INFORMATION (To be completed by employee/originator):

SSN: _____ (For name changes, please submit social security card reflecting new name)

FIRST: Timothy MIDDLE: _____ LAST: Symington

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

HOME PHONE: _____ CELL PHONE (optional): _____

POSITION INFORMATION (To be completed by originator/supervisor):

START/TERMINATION DATE: 3/10/2016 BY: DM
 If termination, select one: Personal, _____ Layoff, _____ Contract not continued/renewed, _____ District discharge,
 _____ Death, _____ Retirement, _____ Other employment in Education, _____ Other employment outside of Education

DEPT: _____ LOCATION: Glenbrook

UNIT: A -or- Non-Bargaining FTE: 1.0 POSITION/TITLE: Social Studies Teacher

NEW OR REPLACEMENT POSITION? _____ WHO WAS IN POSITION LAST? _____

PAYROLL INFORMATION (To be completed by central office):

JOB CODE: _____ CONTRACT DAYS: _____ HOURS/DAY: _____

ORG-OBJECT: _____

PRESENT SALARY: _____ NEW SALARY: _____

PRESENT SCHEDULE/STEP: _____ NEW SCHEDULE/STEP: _____

PRESENT EXPERIENCE: _____ NEW EXPERIENCE: _____

SUPPLEMENT/STIPEND

	WHAT	AMOUNT	ORG-OBJECT
<input type="checkbox"/> ADD <input type="checkbox"/> DELETE			-
<input type="checkbox"/> ADD <input type="checkbox"/> DELETE			-

WHO TO NOTIFY WHEN ELIGIBLE TO START: _____

REMARKS:

APPROVALS AND REVIEW

Originator	Date
	<u>2/11/2016</u>
Superintendent	Date
	<u>2/11/2016</u>
Business Office	Date
	<u>2/23/16</u>

Send original form to Superintendent's Office

Scanned 2/24/16

SETTLEMENT AGREEMENT
Between and Among
THE LONGMEADOW PUBLIC SCHOOLS ("LPS")
And
THE LONGMEADOW EDUCATION ASSOCIATION ("LEA")
And
TIMOTHY SYMINGTON ("Mr. Symington")
(collectively "the parties")

WHEREAS, in January of 2016, the Longmeadow Public Schools ("LPS") served Timothy Symington ("Mr. Symington") with a notice of investigatory meeting regarding alleged misconduct;

WHEREAS, on February 11, 2016, Mr. Symington submitted an irrevocable letter of resignation from his employment with LPS effective March 10, 2016, and the Superintendent accepted the resignation on February 11, 2016 (Mr. Symington's letter of resignation is attached hereto as Attachment A); and

WHEREAS, the parties wish to resolve all outstanding issues related to Mr. Symington's employment with LPS, including but not limited to his separation from employment.

NOW THEREFORE, the parties agree as follows:

1. **Introductory Clauses.** The introductory "WHEREAS" clauses in this Separation Agreement ("Agreement") are incorporated into this Agreement.
2. **Employment Status Until Effective Date of Resignation.** Until and through the end of the work day on March 10, 2016, Mr. Symington shall remain on a paid leave from his position with LPS. Mr. Symington shall not report for work during the time he is on leave. While on leave, Mr. Symington will be paid according to the normal payroll practices of LPS with standard deductions and contributions including, but not limited to, union dues, health insurance, retirement contributions and taxes.
3. **Settlement Compensation.** In consideration for the general release and waiver of rights contained in this Agreement, the District will suspend the investigation into his alleged misconduct and Mr. Symington shall continue on paid administrative leave status until March 10, 2016. Mr. Symington acknowledges that absent this Agreement, he would not be entitled to such settlement compensation.
4. **Personnel Record.** Mr. Symington's personnel record shall reflect that he resigned irrevocably effective March 10, 2016. Upon execution of this Agreement the notice of investigatory meeting, dated January 25, 2016, shall be removed from Mr. Symington's personnel record.
5. **Verification of Employment.** Mr. Symington will direct all requests for employment verification to the Superintendent's office and the Superintendent/designee will respond

to such requests with Mr. Symington's dates of employment, positions held, and salary earned.

6. **The LPS Has Satisfied All Payment Obligations to Mr. Symington.** Other than the payment set forth in Paragraph #3 of this Agreement, the parties agree that LPS has satisfied all payment and benefit obligations it has or had to Mr. Symington, including but not limited to payment of all wages. Mr. Symington acknowledges receipt of said payments and benefits.
7. **Mr. Symington's Release.** In consideration of the promises and settlement compensation agreed to in Paragraph #3 of this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Mr. Symington hereby, on behalf of himself, his executors, heirs, administrators, assigns and anyone else claiming by, through or under him, remises, releases, covenants not to sue or commence proceedings against and forever discharges the Town of Longmeadow, the Public Schools of Longmeadow and all of its departments, attorneys, former and current school committee members, employees, superintendents, principals, administrators, officials, agents, representatives, independent contractors, insurers, successors and assigns ("Releasees") of, from and with respect to any and all debts, demands, actions, causes of action, suits, covenants, contracts, wages, promises, damages and any and all claims, demands, and liabilities whatsoever of any name and nature, both in law and in equity arising from his employment with LPS ("Claims") which he now has or ever had against each or any of the Releasees by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of execution of this Agreement, including, but not limited to, any claims arising out of, based on, or connected with his employment by LPS or separation therefrom, including any causes of action or claims arising under or based on the Civil Rights Act of 1886, 42 U.S.C. § 1981; Section 2 of the Civil Rights Act of 1871, 42 U.S.C. § 1985(c); Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000a et seq., as amended by the Equal Employment Opportunity Act of 1972, 42 U.S.C. § 2000e et seq. and the Civil Rights Act of 1991, 42 U.S.C. § 1981a et seq.; the Equal Pay Act of 1963, 29 U.S.C. §206(d); the Rehabilitation Act of 1973, as amended by the Americans With Disabilities Act and the 1991 Civil Rights Act, 29 U.S.C. §§706(8), 791, 793, 794, 794a; the Americans with Disabilities Act of 1990, as amended by the Civil Rights Act of 1991, 42 U.S.C. § 12101 et seq.; the Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq.; 42 U.S.C. § 2000e; Massachusetts General Laws Chapter 151B (the Massachusetts Fair Employment Practices Act); Massachusetts General Laws Chapter 71; Massachusetts General Laws chapter 150E, the Massachusetts Civil Rights Act, the Massachusetts Equal Rights Act, the Family and Medical Leave Act ("FMLA"), 29 U.S.C. §2601 et seq. and any other state, federal or municipal equal employment opportunity law, statute, public policy, order, ordinance, or regulation, and any other federal or state law, statute, order, public policy, or regulation affecting or relating to the Claims or rights of employees, and any and all actions and Claims of whatever nature in tort, contract, or arbitration, judicial or quasi-judicial, and any Claims or suits relating to the breach of an oral or written contract, misrepresentation, defamation, interference with prospective economic advantage, interference with contract, intentional and negligent infliction of emotional distress, negligence, breach of the covenant of good faith, and fraud which Mr. Symington had, now has, or claimed to have, known or unknown,

suspected or unsuspected, against the Releasees from the commencement of his employment through to the date of his execution of this agreement. This release shall include any claim of breach or violation of any term of the applicable collective bargaining agreement and all claims arising under the jurisdiction of any administrative agencies. Mr. Symington understands that by signing this Agreement he is expressly and voluntarily releasing all Claims he has, may have or could have brought against the Releasees from the beginning of the world to the date of execution of this Agreement.

8. **Waiver of Massachusetts Wage Act:** In consideration of the promises and settlement compensation agreed to in Paragraph #3 of this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Mr. Symington hereby acknowledges that he is voluntarily and knowingly waiving any and all rights and claims that he may have pursuant to the Massachusetts Wage Act, M.G.L. c. 149, §§ 148 and 150.
9. **ADEA Waiver and Revocation.** Mr. Symington acknowledges, warrants and represents that:
 - (a) he was advised in writing to consult with an attorney prior to executing this Agreement;
 - (b) he has carefully read this Agreement and understands its contents;
 - (c) he understands that, through this Agreement, he is waiving, among other things, his right to bring any claim for age discrimination against the Releasees under the provisions of the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), 29 U.S.C. 621, et seq., and under the provisions of Massachusetts General Laws Chapter 151B;
 - (d) by entering into this Agreement, he is receiving compensation that he would not otherwise be entitled to receive;
 - (e) he was offered this Agreement and has been offered a period of twenty-one (21) days within which to fully consider this Agreement;
 - (f) he understands that, for a period of seven (7) days following the execution of this Agreement, he may revoke this Agreement and this Agreement shall not become effective or enforceable until after the revocation period has expired. Any such revocation shall be in writing and shall be delivered to:

Marie Doyle
Superintendent of Schools
Longmeadow Public Schools
535 Bliss Road
Longmeadow, MA 01106

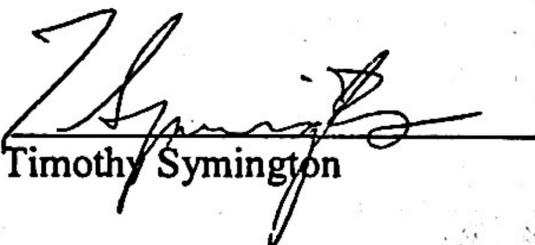
Absent timely revocation, this release shall be binding. If Mr. Symington exercises his right to revoke this Agreement, all promises under this Agreement shall be null and void, including but not limited to the promises contained in Paragraph #3 of this Agreement.

10. **Waiver of LEA's Appeal Rights.** The LEA agrees not to grieve, appeal, or otherwise challenge anything to do with Mr. Symington's employment with the LPS and his resignation from employment in any form or forum based on any event or transaction. Nothing in this paragraph or Agreement shall be construed to limit the parties to disclose the terms of this Agreement or the Agreement itself in any action to enforce its terms or to allege a breach of its terms. Mr. Symington recognizes and understands that the LEA is entering into this Agreement at his request and with his approval.
11. **Property.** On or before March 10, 2016, Mr. Symington will return all LPS property, including but not limited to computer (and computer accessories), keys, keycards/badges, equipment, materials, records, and student grades/work to the LPS. Mr. Symington will coordinate with the central office for an agreeable time to return such items. Likewise, Mr. Symington will coordinate with the central office for an agreeable time to obtain all personal items from the school that do not belong to the LPS and that are solely his property.
12. **No Admission of Wrongdoing.** The parties agree that this Agreement is not to be construed as an admission of liability, fault, wrongdoing, violation of any state or federal law or common law right by the parties.
13. **No Precedent.** The parties agree that this agreement shall not be used to demonstrate a practice or create a precedent in any other matter.
14. **Notification of Resignation.** LPS may inform staff and parents/guardians that Mr. Symington resigned from his position with LPS.
15. **Governing Law.** This Agreement shall be interpreted, enforced, governed, and construed by, under, and in accordance with the laws of the Commonwealth of Massachusetts.
16. **Confidentiality:** The parties agree not to disclose, or cause any third party to disclose, the terms of this Agreement excepting to: 1) their attorneys or tax consultants; 2) Mr. Symington's spouse (who shall be advised by the disclosing party of the terms of this provision and that she is prohibited from further disclosing the terms of this Agreement to anyone); 3) the members of the School Committee or school administrative personnel as necessary; 4) the Association to its Executive Board and/or 5) as otherwise required by law. Nothing set forth in this Paragraph #16 shall in any way limit, constrain or prohibit the parties from responding truthfully and fully to compulsory legal process.

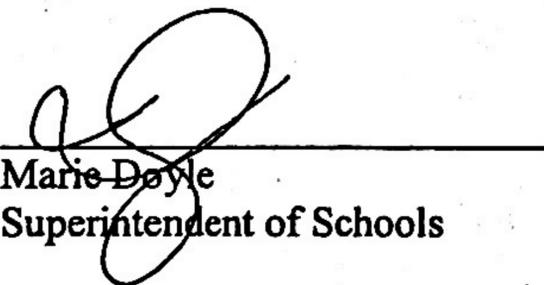
17. **Severability.** If any term(s) or provision(s) of this Agreement shall be held to be invalid or unenforceable for any reason by a court of competent jurisdiction, the validity or enforceability of the remaining terms and provisions shall not be affected, and such invalid and/or unenforceable term(s) and/or provision(s) shall be deemed modified to the extent necessary to make it or them enforceable.

18. **Voluntary Agreement and Fair Representation.** Mr. Symington acknowledges that he is executing this Agreement voluntarily with full knowledge of all its provisions, and that he was fairly and adequately represented in the negotiations that resulted in this Agreement by the LEA and his counsel.

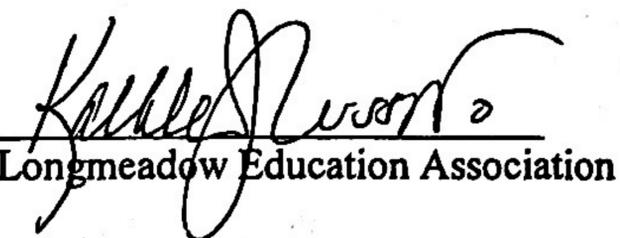
Signed in triplicate this 12 day of February 2016.

By: 
Timothy Symington

Dated: 2-12-16

By: 
Marie Doyle
Superintendent of Schools

Dated: 2-26-16

By: 
Longmeadow Education Association

Dated: 2/25/16

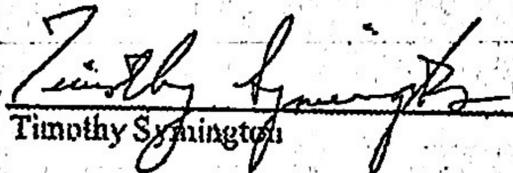
Marie Doyle
Superintendent of Schools
Longmeadow Public Schools
535 Bliss Road
Longmeadow, MA 01106

Re: Letter of Resignation

Dear Marie:

I hereby submit my voluntary irrevocable resignation from employment with the
Longmeadow Public Schools, effective March 10, 2016.

Sincerely,


Timothy Synington

Dated: 2-11-2016

RECEIVED
FEB 11 2016
BY: 