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July 7, 2017

Via Regular Mail

Joseph Cortico
Local President
Elizabeth Education Association
One Union Square
Elizabeth, New Jersey 07201

**Re: Elizabeth Board of Education & Elizabeth EA
Docket No. AR-2011-221, Grv. 08-10-03**

**Elizabeth Board of Education & Elizabeth EA
Docket No. AR-2011-585, Grv. 12-10-01**

**Elizabeth Board of Education & Elizabeth EA
Docket No. AR-2012-291, Grv. 10-11-02**

**Elizabeth Board of Education & Elizabeth EA
Docket No. AR-2013-353, Grv. 10-12-03**

**Elizabeth Board of Education & Elizabeth EA
Docket No. AR-2014-295, Grv. 09-13-01**

Dear Mr. Cortico:

I have been asked to clarify a few points related to the above-referenced grievances, the Settlement Agreement, and the Mutual Release.

First, I have been asked to explain what a release is, and why one is required in connection with the settlement of the above-referenced grievances. In this matter, the release is required pursuant to the terms and conditions of the Settlement Agreement. Generally speaking, a release is a legal document, which operates to waive claims that a party may have against another party. In other words, one party, the releasor, releases another party from liability, i.e., claims for damages, with particular claims or, in some cases, with all claims. In this case, the Mutual Release between the individual

member of the EEA and the Board is an acknowledgement that, by accepting payment under the terms of the settlement agreement, the individual member is relinquishing or giving up his or her rights to assert any claims against the Board he or she might have had in any other forum related to the grievances, which claimed that compensation was due to members for increased instructional time, loss of preparatory time, and loss of team meetings. Because it is a mutual release the Board is also relinquishing any claims it might have had against the individual member related to the grievances.

Releases are very common where litigation or arbitration has been resolved or settled by agreement between the parties. They help to ensure that matters settled by the parties remain settled, are not revived at a later date, and to bring finality to an issue in dispute. But, more importantly, it is necessary to ensure that the claims, and counter-claims, asserted in connection with the grievances are finally and fully resolved.

Second, I have been asked to explain the terms and conditions of the Settlement Agreement related to the one-year period during which individual members must claim their individual portion of the Settlement Amount. The terms and conditions of the Settlement Agreement provide that the Board will make payment to affected members of the EEA within thirty (30) days of execution of the Settlement Agreement. Thereafter, any affected EEA member who is identified in Schedule A of the Settlement Agreement may claim his or her portion of the Settlement Amount. However, they must do so within one year. Otherwise, they will forfeit their right to said payment. In the event that an affected EEA member's name was, for any reason, omitted from the Settlement Agreement, the individual member must come forward within the same one-year period in order to assert his or her claim for compensation. If his or her claim is verified, he or she will be paid as if he or she had been properly included in the original Settlement Agreement.

I believe that the foregoing should adequately clarify your questions related to the above-referenced grievances, the Settlement Agreement, and the Mutual Release. However, if you have any additional questions or concerns, please do not hesitate to contact me.

Respectfully,
CARUSO SMITH PICINI, P.C.
Attorneys for the Elizabeth Education Association

By: 
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