

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into as of the 4th day of June, 2025 by O [REDACTED] J [REDACTED] (hereinafter "Releasor") and the Chappaqua Central School District ("the District") and the Board of Education of the Chappaqua Central School District ("the Board of Education") (along with Dr. Christine Ackerman and Dr. Sandra Sepe, hereinafter referred to collectively as "Releasees").

The purpose of this Agreement is to set forth the terms by which the above-mentioned Releasor agrees to resolve all issues in dispute with the above-mentioned Releasees and to avoid further litigation therein with the Releasees.

The Parties agree to the following conditions in full and complete settlement of all of the claims in the matter captioned *O.J., a minor, by and through his father, M.J. v. Chappaqua Central School District, et al.*, 24-CV-2830, venued in the United States District Court for the Southern District of New York.

1. As more fully described in a Separate Release, the District's insurance carrier, the New York Schools Insurance Reciprocal ("NYSIR"), will make a monetary payment encompassing attorney's fees, in full and final settlement of the referenced matter and all claims therein. Payment of the aforementioned amount should be made to "The Foundation for Individual Rights and Expression" within thirty (30) days of the Board of Education's formal approval of this settlement and full execution of this Agreement and Releasees' legal counsel's receipt of a Stipulation of Discontinuance executed by Releasor.

2. In addition, the July 18, 2024 stipulation providing for preliminary expungement of the 2022 suspension from the O [REDACTED] J [REDACTED] student file shall remain in full force and effect without expiration, and the expungement shall be permanent.

3. Within ten (10) days after the receipt of payment pursuant to Paragraph 1 of this

Agreement Releasor shall file the executed Stipulation of Discontinuance.

4. The District further agrees that during the annual review of the Code of Conduct pursuant to Education Law 2801(5) in July and August 2025, the District's Policy Committee will recommend review of the "Hate Speech" definition in the Code of Conduct to reconcile the Code of Conduct with Regulation #7025.

5. This Agreement and the incorporated Separate Release referenced in Paragraph 1 contain the entire agreement between Releasor and the Releasees and fully supersedes any and all prior or contemporaneous agreements and understandings pertaining to the subject matter hereof. Releasor represents and acknowledges, in executing this Agreement that he is competent to enter into this agreement freely and that he has been represented by counsel of his own choice, the Foundation for Individual Rights and Expression throughout the negotiations and execution of this Agreement. Releasor and Releasees further acknowledge and agree that, in deciding to execute this Agreement, they have had the opportunity to ask any questions of and consult with anyone, including representatives and other personal advisors of their own choosing, and that they have executed this Agreement freely, voluntarily, and of their own will, and with full and complete understanding of its terms and effects. Releasor and Releasees confirm that in executing this Agreement, they have not relied upon any representation or statement not set forth herein that may have been made by the Releasees or their counsel or representatives with regard to the subject matter of this Agreement.

6. Further, Releasor understands and agrees that the conditions and payments specified in Paragraphs Nos. 1 through 5 herein above are the only payment or benefits to which the Releasor is entitled under this Agreement. Releasor understands and agrees that he will not seek anything further, whether monetary or otherwise, from the Releasees and/or any individual or entity set forth in Paragraph No. 1 of the Separate Release, or in any other

proceeding, relating to anything which has happened to date.

7. The terms of this settlement and the Agreement do not establish a policy, precedent or procedure of any nature and are not binding upon the Releasees and/or any individual or entity identified in Paragraph No. 1 of the Separate Release in any other circumstances or matter other than the litigation entitled *O.J., a minor, by and through his father, M.J. v. Chappaqua Central School District, et al.*, 24-CV-2830, venued in the United States District Court for the Southern District of New York.

8. This Agreement shall not be construed as an admission of any fault or liability by the Releasees, or any entity or individual referenced in Paragraph No. 1 of the Separate Release, for any of the acts or omissions alleged by Releasor, or for any acts or omissions which could have been alleged. The Releasees and any entity or individual referenced in Paragraph No. 1 of the Separate Release expressly deny any liability whatsoever, and specifically deny any wrongful conduct with regard to Releasor, for any damages, injuries or other claims by Releasor.

9. The Releasor agrees that this Agreement shall not be offered, used or introduced as evidence by him in any proceeding of any type against or involving the Releasees and/or any entity or individual referenced in Paragraph No. 1 of the Separate Release except to the extent necessary to enforce the terms of this Agreement.

10. This settlement is intended to, and Releasor warrants that it will, dispose of all liability of the Releasees, the District, the Board of Education, Dr. Christine Ackerman and Dr. Sandra Sepe, and any entity or individual referenced in Paragraph No. 1 of the Separate Release and each of them, to Releasor, his heirs, assigns and to any other person or entity that might now or in the future have a claim through Releasor, his heirs and assigns, as a result of the occurrences referred to in the Complaint filed in the matter of *O.J., a minor, by and through his father, M.J. v. Chappaqua Central School District, et al.*, 24-CV-2830, venued in the United States District



Court for the Southern District of New York.

11. The parties agree that this agreement is not confidential.

12. Should any clause of this Agreement be found to be in violation of law, or ineffective or barred for any reason whatsoever, the remainder of the Agreement shall be in full force and effect; and that if any release, waiver or agreement set forth in this Agreement is declared to be invalid, illegal or unenforceable in whole or in part, the remainder of the terms of the Agreement will remain in full force and effect.

13. This Agreement may not be changed or modified except by a writing signed by both Releasor and the Releasees.

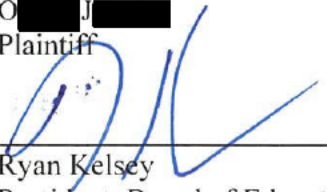
14. This Agreement may be executed in counterparts and by facsimile or electronically transmitted signature. The counterparts, together, shall constitute a fully executed original.

15. This Agreement shall not be valid and binding unless and until it is formally approved by vote of the Board of Education. By signing below, the signatory for the Releasees warrants and represents that he has the authority to sign on behalf of and to bind Releasees to the terms and conditions of this Agreement, to agree to all of the terms and conditions of this Agreement on behalf of the Releasees.

**IN WITNESS WHEREOF**, the undersigned have executed this Settlement Agreement and Release effective as of the \_\_\_\_\_ day of June, 2025.

Signed by:  
[Redacted]  
O [Redacted]  
Plaintiff

DATED: 6/4/2025

  
\_\_\_\_\_  
Ryan Kelsey  
President, Board of Education  
Chappaqua Central School District

DATED: 6/4/2025

**To all to whom these Presents shall come or may Concern, Know That**

This Separate Release is made in conjunction with and is incorporated by the Settlement Agreement and General Release in the matter described below. As in the Settlement Agreement and General Release, the term Releasor refers to O. J. and the term Releasees refers to the Chappaqua Central School District (“the District”) and the Board of Education of the Chappaqua Central School District (“the Board of Education”), Dr. Christine Ackerman, and Dr. Sandra Sepe. The parties agree as follows:

1. O. J., as RELEASOR, in consideration of the sum of Seventy Thousand Dollars (\$70,000.00) received from the insurance carrier for the Chappaqua Central School District, the New York Schools Insurance Reciprocal (“NYSIR”), as full relief and for attorney’s fees, and other terms as more fully described in a separate Settlement Agreement and General Release incorporated in full herein, in full and final settlement of the claims in the matter captioned *O.J., a minor, by and through his father, M.J. v. Chappaqua Central School District, et al.*, 24-CV-2830, venued in the United States District Court for the Southern District of New York and all claims therein, payment of the which to be made to “The Foundation for Individual Rights and Expression” within thirty (30) days of the Board of Education’s formal approval of the Settlement Agreement Releasees’ legal counsel’s receipt of a Stipulation of Discontinuance executed by Releasor, thereafter releases and unconditionally discharges the Chappaqua Central School District, the Board of Education, Christine Ackerman, Sandra Sepe, and their past, present and future employees, Board of Education members, and each and every one of its officers, directors, employees, servants, agents, attorneys, insurers, the New York Schools Insurance Reciprocal and representatives (past and present), as well as RELEASEES’ heirs, executors, administrators, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, liens, extents, executions, claims, and demands whatsoever based on, arising out of or resulting from the factual allegations or claims set forth in the Complaint filed in the matter, in law, admiralty or equity, which against the RELEASEES, the RELEASOR, RELEASOR’S 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 this Separate Release.
2. Releasor shall be solely responsible for the payment of any and all taxes on the aforesaid amounts paid under the terms of this Release, and Releasor shall not make any claim against the Releasees and/or any individual or entity as set forth in Paragraph No. 1, for payment of any such taxes, or any interest or penalties. In the event the Internal Revenue Service, or any other taxing entity, including, but not limited to, the State of New York or any court or other tribunal of competent jurisdiction, ultimately determines that the foregoing payments, or any portion thereof, constitute remuneration for which any taxes are due and owing, Releasor shall be solely responsible for the payment of such taxes. Releasor shall not make any claim against Releasees and/or any individual or entity as set forth in Paragraph No. 1, for payment of any such taxes, or for the payment of any applicable interest or penalties and will indemnify Releasees and/or any individual or entity as set forth in Paragraph No. 1 against any such claims.
3. Releasor affirms that that he is not aware of any Medicare or Medicaid liens or any other medical illness and in the event that Medicare asserts any type of lien, Releasor agrees to defend and indemnify and hold harmless the Releasees and any individual/entity referenced in Paragraph No.

1, from any and all liens and/or claims, including rights of subrogation held by third parties, which may exist in relation to this matter, including but not limited to all attorney fees, any Medicaid, Medicare or SSD recovery rights and/or liens, arising out of or in any manner related to the Releasor's claims and the alleged damages sustained, including the payment of court costs and attorney fees. Where any subrogation rights, liens, or other reimbursement claims may be asserted they shall not be or become an obligation of the Releasees and/or their insurer(s), NYSIR, and/or any individuals/entities referenced in Paragraph No. 1. Releasor also agrees to waive his rights to bring any possible future actions against the Releasees, NYSIR, and any other individual/entity referenced in Paragraph No. 1 under the Medicare Secondary Payer Statute. Should any entity require that it be reimbursed for any past, disability/medical expenses/conditional payments that it has paid to Releasor, the Releasor agrees to be solely responsible for such reimbursement and that it shall not become the obligation of the Releasees, NYSIR, and/or any other individual/entity referenced in Paragraph No. 1.

4. This Separate Release and the incorporated Settlement Agreement and General Release contain the entire agreement between Releasor and the Releasees and fully supersedes any and all prior or contemporaneous agreements and understandings pertaining to the subject matter hereof. Releasor represents and acknowledges, in executing this Agreement that he is competent to enter into this agreement freely and that he has been represented by counsel of his own choice, the Foundation for Individual Rights and Expression throughout the negotiations and execution of this Agreement. Releasor and Releasees further acknowledge and agree that, in deciding to execute this Agreement, they have had the opportunity to ask any questions of and consult with anyone, including representatives and other personal advisors of their own choosing, and that they have executed this Agreement freely, voluntarily, and of their own will, and with full and complete understanding of its terms and effects. Releasor and Releasees confirm that in executing this Agreement, they have not relied upon any representation or statement not set forth herein that may have been made by the Releasees or their counsel or representatives with regard to the subject matter of this Agreement.

The words, "RELEASOR" and "RELEASEE" include all releasors and all releasees under this RELEASE, which may not be changed orally.

In Witness Whereof, RELEASOR has caused this RELEASE to be executed.

  
\_\_\_\_\_  
Plaintiff

DATED: 6/4/2025 \_\_\_\_\_