

GENERAL RELEASE AND SETTLEMENT AGREEMENT

This Settlement and Release Agreement ("Agreement") is made and entered into by and between the Greater New Bedford Regional Vocational Technical School District (the "District"), the Greater New Bedford Educators Union (the "Union"), and Edith DeGrace, Marcel Gonsalves, Susan Silva, Andrew Sayce, Stephanie Resendes, Shane Teixeira, and Carlos Viveiros, their respective heirs, executors, personal representatives and assigns (the "Employees")(collectively, the "Parties").

WHEREAS, during the Parties' negotiations for a first collective bargaining agreement, the Union and the individual Employees alleged that they had performed work during lunch and break periods, for which they had not been compensated.

WHEREAS, the District denies and continues to deny the allegations raised by the Union and the Employees;

WHEREAS, the Parties, through good faith negotiations and compromise, seek to resolve the dispute and avoid any future disputes or litigation, which could result therefrom, and put to rest any and all claims that could have been asserted;

THEREFORE, in consideration of the mutual covenants and promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties expressly, knowingly and voluntarily agree as follows:

1. In exchange for and in consideration of the District's agreements as part of negotiations for a first collective bargaining agreement with the Union and other valuable consideration received, the Union, collectively, and the Employees who are signatories to this Agreement, individually, hereby agree and acknowledge that by signing this Agreement, the Union, collectively, and the Employees; individually, including their past, present and future heirs; executors, personal representatives and assigns, hereby agree to fully release and discharge the District, including without limitation its past, present, and future elected or appointed officials, employees, agents, fiduciaries, and insurers, whether in their individual or official capacities (collectively, the "Released Parties"), from any and all claims, causes of actions, losses, damages, liabilities and obligations (the "Claims"), known and unknown, that Employees may now have, or have ever had, arising out of, caused by, related to, or connected to any failure to pay wages to the Employees during their employment with the District.

Without limiting the generality of the foregoing, the Union, collectively, and the Employees, individually, fully waive and release the Released Parties from any and all Claims that were or could have been directly or indirectly asserted including, without limitation, compensatory damages, punitive damages, declaratory relief, attorneys' fees and any other litigation costs. The Union, collectively, and each Employee, individually, expressly release the Released Parties from any Claims that could have been asserted or brought pursuant to the Fair Labor Standards Act, 29 U.S.C. §§ 201-219., Massachusetts Wage Act, M.G.L. c. 149, § 148, and M.G.L. c 151A et seq., including the anti-retaliation

provisions of the Massachusetts Wage Act, and any similar federal, state or local law or ordinance governing the rights asserted by the Employees.

The Union and each Employee also acknowledge that they do not have any current charge, complaint, grievance or other proceeding against the District pending before any local, state or federal agency regarding any unpaid wages during the Employees' employment with the District. Employees shall not seek or be entitled to any personal recovery in any action or proceeding that may be commenced on the Employees' behalf in any way arising out of or relating to the Claims asserted and released under this Agreement. Notwithstanding the foregoing, this section does not waive any right or claim which, by law, may not be waived by the Employees. Employees acknowledge and agree that, but for providing this waiver and release, the Parties would not have reached agreement on the terms of their first collective bargaining agreement.

2. This Agreement shall not be construed as or constitute an admission of wrongdoing or any unlawful act by the District whatsoever, including its employees, officials, and agents.
3. To the extent permitted by law, the Parties understand and agree that the negotiations and discussions resulting in this Agreement, and the substance and terms of this Agreement shall be maintained as confidential by the Parties and the Employees' representatives, and shall not be disclosed to any third party, other than the Employees' immediate family members, legal, tax, and financial advisors and those employees and agents of the District with a need to know, on the condition that they agree to maintain such confidentiality, except to the extent required by federal or state law, including response to a lawful subpoena or lawful request for information from a governmental or quasi-governmental agency, or as otherwise agreed to in writing by an authorized agent for the non-revealing party.
4. The Parties each agree and acknowledge that this Agreement was entered into knowingly and voluntarily, without any coercion or duress, and with a complete understanding of the terms and conditions herein. Each Party agrees and acknowledges that they have been afforded the opportunity to consult with their respective legal counsel prior to executing the Agreement.
5. If any provision of this Agreement is found to be invalid or unenforceable, then the remaining provisions and any remainder of the provision held or declared invalid will be unaffected and will continue to be enforceable. This Agreement will be governed by the laws of the Commonwealth of Massachusetts and any disputes concerning the rights and obligations set forth herein shall be resolved in Massachusetts.
6. This Agreement shall be binding upon the Parties and may not be modified in any manner, except by an instrument in writing of concurrent or subsequent date signed by the duly authorized representatives of the Parties. This Agreement is binding upon and shall inure to the benefit of the Parties and their respective agents, assigns, heirs, executors, successors and administrators.

For the District:



Michael P. Watson, Superintendent-Director

6/9/26

Date

For the GNBEU

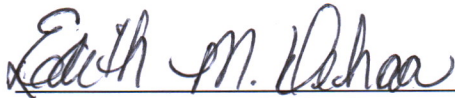


Kelly Haggerty

6/5/2026

Date

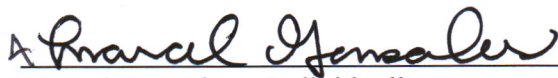
For the Employees:



Edith DeGrace, Individually

6/5/2026

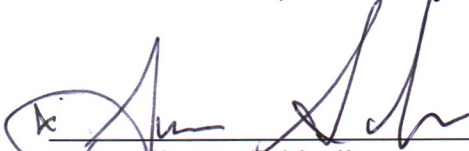
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Marcel Gonsalves, Individually

6/8/2026

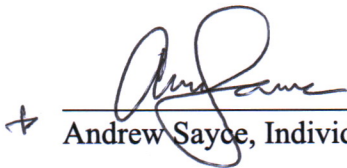
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Susan Silva, Individually

6/8/2026

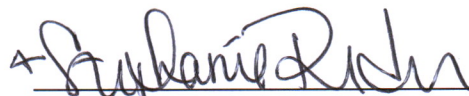
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Andrew Sayce, Individually

6/5/26

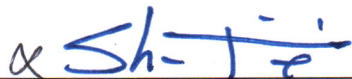
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Stephanie Resendes, Individually

6/5/26

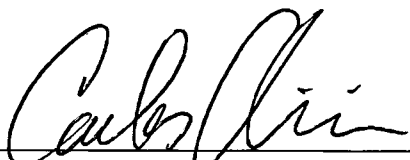
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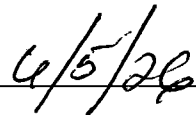
Shane Teixeira, Individually

6/5/26

Date



Carlos Viveiros, Individually



Date