

AGREEMENT, WAIVER, AND RELEASE

The Port Jervis Free Library (the "Library") and Curran Koehler ("Mr. Koehler") (together, the "Parties"), wishing to ensure a mutually respectful and harmonious termination of Mr. Koehler's employment by the Library, agree to the following termination terms, waiver, and release (this "Agreement"):

1. Employment Status

Mr. Koehler has been employed continuously by the Library since September 21, 2024 as "Director" and has "permanent" status under the New York State Civil Service Law.

2. Mutual Goal

The Library and Mr. Koehler agree that a mutual termination of the employment relationship with Mr. Koehler after a short transition period, with appropriate messaging to the community, is in the best interests of the Parties.

3. Agreement

To effect the arrangement in "2" above, the Library offers, and by signing this document, Mr. Koehler accepts, the terms set out below.

4. Transition Plan

The Library and Mr. Koehler shall effect the transition plan attached as "A."

5. Consideration

5.1. If Mr. Koehler adheres to the requirements of the Transition Plan at "A" and fully complies with all other obligations under this Agreement the Library shall pay Mr. Koehler consideration as follows:

- a. His regular salary and benefits through March 6, 2026;
- b. Post-employment severance pay, paid via the Library's usual payroll practices, subject to appropriate tax and withholding through December 31, 2026. As of the start of the pay period commencing after Mr. Koehler signs this Agreement, his salary will be increased by 3% (to \$72,100.00) and will remain at that amount until the end of the year (December 31, 2026).
- c. Provided Mr. Koehler elects COBRA coverage, the Library will continue to pay \$2,931.04 monthly as the Library's portion of his family COBRA coverage and Mr. Koehler will continue to pay \$732.76 monthly as his portion of his family COBRA coverage through December 31, 2026.
- d. Payment of accrued vacation of 143 hours, totaling \$5,665.66 no later than March 15, 2026.

- e. A lump sum of \$15,000.00 (Fifteen Thousand Dollars) representing relocation expenses, paid no later than March 15, 2026.

5.2. In the event of Mr. Koehler's demise prior to December 31, 2026, the benefits of this agreement shall be made to Mr. Koehler's Estate.

6. Resignation

Upon execution of this agreement, simultaneously therewith, Mr. Koehler hereby submits his resignation notice in "B." For avoidance of doubt, Mr. Koehler's last date of employment shall be March 6, 2026.

6.1 Should Mr. Koehler believe that the Library failed to abide by the terms of this Agreement in 2026, he shall provide notice of such alleged breach to the President of the Board of Trustees and the Library shall have 15 days to cure. Should such breach not be cured in the time provided, any remaining payments due under this Agreement shall be accelerated and due to Mr. Koehler in full in 30 days.

7. Public Relations

The Parties shall confine public comment regarding the transition to the messaging in "C."

8. Public Record

The Library shall include the language attached as "D" in the minutes of the March 10, 2026 regular meeting.

9. Letter of Recommendation

The Library shall provide the Letter of Recommendation attached as "E."

10. Library Property

Mr. Koehler is to provide the Library with a list of all Library property (keys, computer, etc.) in his possession or control, and the Library shall confirm the completion of the list. All such property, and passwords held by Mr. Koehler are to be returned to the Library no later than his last day of work and a receipt acknowledging complete return of all items is attached as "F"; such receipt shall be signed by the interim director on Mr. Koehler's last day of employment (March 6, 2026) to signify complete return.

10.1 For assurance of security, the Library shall promptly change all passwords that were issued to Mr. Koehler on or shortly after March 6, 2026. Mr. Koehler will no longer access or attempt to access any of these systems.

11. Records

For the mutual benefit of the Parties, the Library shall archive Mr. Koehler's email account for at least three years, to the extent this can be done by RCLS (the Ramapo Catskill Library System) which houses the email.

12. Discretion and Non-Disparagement

12.1 The Parties agree that unless compelled by subpoena, at the request of a state or federal agency with appropriate authority, or other operation of law, they shall not discuss the circumstances of Mr. Koehler's employment with any third party, and all inquiries shall be met with either the messaging in "C", the minutes with the language attached as "D", the letter attached as "E", or "*After several notable initiatives as directed by the board and achieved by Mr. Koehler, we agreed it was time for a transition.*"

12.2 the Library shall provide the current trustees and directors (i.e., individuals who are trustees and/or directors in February 2026), with a copy of this agreement.

12.3 Non-Disparagement. Mr. Koehler agrees to refrain from making disparaging remarks now, and in the future, which could be detrimental to the Library or to individual board members, directors, or employees of the Library, whether orally, in writing, or on-line, and agrees to refrain from encouraging any other from making such remarks, provided that this prohibition shall not restrict his ability to respond truthfully to any inquiry from applicable regulatory authorities, or to provide truthful information pursuant to legal process.

12.4 Non-Disparagement By The Library. The Library agrees to tell the current Board Trustees and the Treasurer not to make disparaging remarks now, and in the future, which could be detrimental to Mr. Koehler's reputation, whether orally, in writing, or online, and to refrain from encouraging any other from making such remarks, provided that this prohibition shall not restrict their ability to respond truthfully to any inquiry from applicable regulatory authorities, or to provide truthful information pursuant to legal process.

13. Ongoing Confidentiality

13.1 Mr. Koehler agrees that by virtue of his position at the Library, he may have had access to Library user information or other information that is confidential by law and acknowledges a continuing obligation not to disclose such information to any third party or to use it for any purpose. This non-disclosure obligation does not encompass generally known information, or information that may otherwise be gleaned from sources available to the general public.

13.2 To the degree not available through FOIL, the Parties agree that communications and documentation regarding this Agreement are confidential.

14. Waivers and Releases

14.1 Release and Waiver by Mr. Koehler

(a) Mr. Koehler unconditionally releases and discharges the Library, its subsidiaries, affiliates, successors, assigns, and all of its former and current officers, trustees, directors, employees, and agents (in their individual and representative capacities) (collectively referred to as the “Releasees”) from any and all causes of action, suits, damages, claims, proceedings, and demands that Mr. Koehler has, or may have, against the Releasees, whether asserted or unasserted, whether known, unknown, unsuspected or unanticipated, concerning any matter occurring up to and including the date of the signing of this Agreement.

(b) Mr. Koehler acknowledges that Mr. Koehler is waiving and releasing, to the full extent permitted by law, all claims against the Releasees, including (but not limited to) all claims arising out of, or related in any way to, Mr. Koehler’s employment with the Library, or Mr. Koehler’s separation from employment, including (but not limited to) any and all breaches of contract claims, tort claims, claims of wrongful discharge of any kind, including wrongful termination in violation of public policy, claims for intentional or negligent infliction of emotional distress or outrageous conduct, claims for breach of duty, misrepresentation, fraud, breach of the implied covenant of good faith and fair dealing, indemnification, claims for libel, slander and defamation, violation of privacy, claims under the Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act, the Americans with Disabilities Act, New York State Human Rights Law, New York State Labor Law, New York State Education Law, the Employee Retirement Income Security Act (ERISA) (except for claims for vested ERISA benefits), the Fair Labor Standards Act, the Family Medical Leave Act, and all other applicable federal, state and local statutes and common law, including but not limited to those relating to wage and hour, employee benefits, and/or employee discrimination, harassment and retaliation, and any and all claims for attorneys’ fees. This release excludes any claims that cannot be waived by law, including rights under the Civil Service Law, however Mr. Koehler acknowledges that following this resignation, he will not challenge the termination of his employment under either the Civil Service Laws or any applicable collective bargaining agreement.

(c) Nothing in this General Release and Waiver shall affect any rights expressly reserved by or granted to Mr. Koehler in this Agreement.

(d) Mr. Koehler agrees never to commence any lawsuit, proceeding, petition, charge, or claim (civil, administrative, or criminal) either individually or as a member of a class against any of the Releasees based on any action that occurred prior to his execution, and then prior to his re-execution, of this Agreement. Mr. Koehler remains free to participate in a proceeding before the U.S. Equal Employment Opportunity Commission or the New York State Division of Human Rights or the Public Employee Relations Board should Mr. Koehler choose to do so, but Mr. Koehler agrees to waive Mr. Koehler’s rights with respect to any monetary or financial relief (including but not limited to attorneys’ fees and costs) arising from any such proceeding that relates to the matters released by this Agreement, unless prohibited by applicable law. Notwithstanding the foregoing, nothing in this Agreement or any other agreement or policy of the Library, limits or prevents Mr. Koehler’s ability to seek or receive any monetary award or bounty from any governmental entity, including the Securities Exchange Commission (the

“SEC”), in connection with protected “whistleblower” activity. Mr. Koehler is permitted, as provided by law, to report any suspected violations of law to any federal, state, or local governmental regulatory or law enforcement agency, and to fully cooperate with any government investigation, without regard to any other provision of this Agreement and without notifying the Library of such communications or obtaining prior permission from the Library.

(e) This General Waiver and Release provision (Paragraphs "14(a)" through "14(e)" shall be construed to release all claims to the fullest extent allowed by law.

(f) **Exceptions to Release.** The above release does not waive claims (i) for unemployment or workers’ compensation benefits (however, as of the execution of this Agreement, Mr. Koehler attests that Mr. Koehler is not aware of any facts or circumstances to support a claim of injury or illness pertaining to Mr. Koehler’s employment), (ii) for vested rights under ERISA-covered employee benefit plans as applicable on the date Mr. Koehler signs this Agreement, (iii) that may arise after Mr. Koehler signs this Agreement, and (iv) which cannot be released by private agreement.

(g) **Release Based on Contract Alone.** Mr. Koehler warrants and represents that no promise or inducement has been offered or made for this Agreement, except as otherwise specifically set forth in this Agreement. Mr. Koehler agrees that this Agreement is executed without reliance on any statements or any representations, express or implied, not contained in this Agreement, and without express, implied or presumed reliance on any duty such as, but not limited to, a fiduciary duty to speak or inform another concerning any fact or circumstance.

14.2 Release and Waiver by the Library

(a) The Library unconditionally releases and discharges Mr. Koehler from any and all causes of action, suits, damages, claims, proceedings, and demands that the Library has, or may have, against Mr. Koehler, whether asserted or unasserted, whether known, unknown, unsuspected or unanticipated, concerning any matter occurring up to and including the date of the signing of this Agreement.

(b) The Library agrees never to commence any lawsuit, proceeding, petition, charge, or claim (civil, administrative, or criminal) either individually or as a member of a class against the Releasee based on any action that occurred prior to the date of this Agreement.

(c) This General Waiver and Release provision (Paragraphs "14.2(a)" through "14.2(b)" shall be construed to release all claims to the fullest extent allowed by law.

15. Liquidated Damages

The Parties agree that the purpose of the requirements of this Agreement is to allow the Parties to move forward with minimum disruption to their reputations, and that damages for breach may be difficult to assess. To deter breach:

15.1 The Parties agree that if Mr. Koehler is found in a court of competent jurisdiction to have breached this Agreement, Mr. Koehler shall release the Library from making any further

payments under this Agreement if further payments are contemplated, shall make immediate repayment of all payments previously made hereunder with applicable interest, including but not limited to those listed in 5.1, plus \$50,000 in liquidated damages.

15.2 The Parties agree that if the Library is found in a court of competent jurisdiction to have breached this, in addition to any payment with interest to remedy any failure to pay consideration, the Library will owe liquidated damages of \$50,000.00. (FIFTY THOUSAND DOLLARS).

15.3 In any action to compel liquidated damages, the prevailing party shall owe the reasonable attorney's fees of the non-prevailing party. The "prevailing party" shall be the Party that, in the balance of the dispute before the court, showed a clear excess of breach by the other Party.

15.4 The enforceability of section "15" regarding liquidated damages expires on March 6, 2029, except in any action pending on or before that date, regardless of the applicable statute of limitations.

16. Governing Law and Venue for Dispute

16.1 This Agreement is governed by the laws of the State of New York. Venue for any dispute shall be in Orange County.

16.2 Prior to any dispute being filed in Orange County, a party shall notify the other as to any potential non-compliance, and the notified party shall have 20 business days to cure the non-compliance.

16.3 Notice for the parties shall be sent to:

For the Library: email to dl@greenwaldllp.com

For Mr. Koehler: email to czkoehler@gmail.com.

17. Period for Review and Consideration of Agreement.

This offer has been provided with the signature of the Library President as authorized by the Board of Trustees. Mr. Koehler has been given a period of fourteen (14) days from receipt of this Agreement to review and consider this Agreement before signing it (the "Consideration Period"). If Mr. Koehler has not signed this Agreement within the Consideration Period, Mr. Koehler will not be eligible to receive the payments and benefits described in this Agreement, unless such period is extended by the Library. If Mr. Koehler signs this Agreement prior to the conclusion of the Consideration Period, the balance of that period will be considered waived. Upon signing this Agreement, Mr. Koehler must immediately inform the Library that the Agreement has been signed and must relay the signed Agreement to the Library as set forth, above. If the last day of the Consideration Period falls on a Saturday, Sunday or Holiday, the last day of the Consideration Period shall be the next business day following the weekend or Holiday. This

Agreement becomes effective when signed by Mr. Koehler (the “Effective Date”) and is not revokable by Mr. Koehler.

18. Second Period for Review and Consideration of Agreement.

TO BE EXECUTED FOLLOWING THE TERMINATION OF MR. KOEHLER’S

EMPLOYMENT: Mr. Koehler acknowledges and agrees that, to be eligible for the Severance Payments and other benefits under this Agreement, Mr. Koehler must re-execute the Agreement within fourteen (14) days of his Termination Date (the “Second Consideration Period”). If Mr. Koehler re-executes this Agreement prior to the conclusion of the Second Consideration Period, the balance of that period will be considered waived. Upon re-executing this Agreement, Mr. Koehler must immediately inform the Library that the Agreement has been re-executed and Mr. Koehler must relay the re-executed Agreement to the Library as set forth herein. Once re-executed, this Agreement is not revokable. This Agreement becomes effective on day it is re-signed by Mr. Koehler (the “Second Effective Date”).

19. Execution, Counterparts, Electronic Signatures.

This Agreement may be executed in two or more counterparts, all of which shall be considered one document. The parties agree that any party’s electronic signature, whether digital or encrypted, included in this Agreement is intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Agreement bearing an original or electronic signature by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, or by any other means intended to preserve the original graphic and pictorial appearance of the document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature. Mr. Koehler shall first provide same to the Library pursuant to the procedure described in this Agreement, and the Library shall then provide its executed copy to Mr. Koehler following the Effective Date. Such documents shall constitute an original for all purposes.

20. Mr. Koehler’s Representations.

Mr. Koehler represents and acknowledges that: (a) Mr. Koehler has carefully read the Agreement and understands its terms; (b) Mr. Koehler has had at least fourteen (14) days to consider this Agreement prior to signing it; and (c) the Library has advised Mr. Koehler to consult with an attorney of Mr. Koehler’s choosing, and Mr. Koehler has done so to the extent Mr. Koehler desired; and (d) the consideration provided in this Agreement is sufficient to support the releases in this Agreement.

21. Final Acknowledgement of Full Satisfaction.

Following receipt of payments through December 31, 2026, Mr. Koehler agrees to sign and return Attachment G evidencing the Library’s full satisfaction of all payments under this Agreement.

22. Authority

The Library is a "school district public library" governed by a board of trustees. This Agreement is being signed by Carl Hendrick on behalf of the Library, and the signer's authority to confirm the Library's decision to enter into this Agreement is per Board Resolution of March 3, 2026.

BY SIGNING OR RE-SIGNING BELOW, MR. KOEHLER ACKNOWLEDGES THAT MR. KOEHLER HAS CAREFULLY READ THIS SEPARATION AGREEMENT, WAIVER AND GENERAL RELEASE AND UNDERSTANDS ITS TERMS; THAT MR. KOEHLER AGREES TO ALL OF ITS TERMS; THAT MR. KOEHLER KNOWS THAT MR. KOEHLER IS RELEASING KNOWN AND UNKNOWN CLAIMS; AND THAT MR. KOEHLER IS SIGNING THIS DOCUMENT FREELY, VOLUNTARILY, WITHOUT COERCION OR DURESS AND OF MR. KOEHLER'S OWN FREE WILL.

Signature: _____
Curran Koehler

Date: _____

Re-Execution, Accepted and Agreed:

Signature: _____
Curran Koehler

Date: _____

Offered by: Port Jervis Free Library

Signature: _____
Carl Hendrick
President
Port Jervis Free Library Board of Trustees

Date: _____

Attachments

- A. Transition Plan
- B. Resignation Notice
- C. Messaging
- D. Board Minutes Language
- E. Letter of Recommendation
- F. Receipt for Items

Attachment A: Transition Plan

The Director will be transitioning from his current position of Library Director until his last day of employment with the Library which will be March 6, 2026. The Director will continue to perform the duties in his Job Description until his last date of employment, but with a focus on transitioning out of the position.

The Library will allow the Director to maintain a flexible schedule during the Transition Period to give him time to explore other opportunities and engage in activities that need to be done during working time (such time to attend job interviews) should he desire to do so. The Director is required to alert Carl Hendricks, President of the Board of Trustees, if he will not be working. However, the Director intends to work as normal until the final date of employment, and the Director will be expected to be at work at the Library during his usual working hours.

During the Transition Period the Director will be expected to:

- Complete and file the Annual Report with RCLS which is normally done in mid-February, to the extent the new reporting system by NYSED allows for such early filing.
- Spend time with the Interim Director during his last week, with such days to be coordinated for scheduling purposes during which days the Director will be required to be at the Library in order to transition duties to the Interim Director.
- Forward the latest copy of the Library's handbook that he was working on to the Board President and the Interim Director.
- Forward any stand-alone policies that he issued to library staff to the Board President and the Interim Director.
- Let the Board President and the Interim Director know of any on-going performance issues with Library Staff and forward any related documentation.
- On his last day of employment, the Director will provide the Library with all Library equipment in his possession and all passwords to Library resources and accounts in his possession. The Interim Director will sign an inventory of equipment and passwords (Attachment F) to certify completion.
- Perform any work consistent with his duties and job description requested by the Library in a diligent, professional, and timely manner;
- Be at work during normal scheduled hours, unless out on personal, sick, or vacation time;
- During the final days of employment, maintain the confidentiality of the Settlement and not discuss it at the Library, except to confirm the resignation and to use the agreed-upon talking points in the Agreement. Although this Agreement may become public information, as required by law, it is the Library's desire that such information be on the proper channels and not otherwise discussed;
- During the final days of employment, not make any statements (orally, in writing, or online) that would hurt the reputation of the Library, its employees, or its Board. The

only exception to this would be providing truthful information in response to legal process or investigation by a government agency, after providing notice of such request to the Library to the extent allowed by law.

Adhering to these requirements is a material condition of the Settlement. It is noted that the Settlement Agreement imposes continuing non-disparagement and confidentiality obligations, **with the intent of the Parties being that at no point during and after employment shall the Parties depart from the agreed-upon messaging unless compelled by law.**

Attachment B: Resignation Notice

To: Port Jervis Free Library Board of Trustees
From: Curran Koehler, Director, Port Jervis Free Library
Re: Resignation
Date: March 3, 2026

To the Board:

Thank you for the opportunity to serve the people of Port Jervis as Library Director. It is with regret that I must tender my resignation, effective March 6, 2026.

I know that, with such a vibrant community and strong Board leadership, the Library will have no trouble attracting an excellent successor to my tenure.

Thanks again to the entire Board of Trustees.

Sincerely,

Curran Koehler, Director
Port Jervis Free Library

Attachment C: Messaging

After helping the Library achieve numerous strategic goals, Curran Koehler is leaving the Port Jervis Library as Director.

"We have appreciated Curran's commitment, energy, and service to our community," says [LEADER]. "The innovations and services he took the lead on will be helping our community for many years to come."

Mr. Koehler is taking time to be with family while he seeks out a new opportunity with fresh challenges. "At Port Jervis, I set common sense policies in place, acquired grants for the betterment of library programs and facilities, and set the library up for future success with plans for building renovations and staff training schedules. It's time to rest up, be with family, and then seek my next role."

Attachment D: Board Minutes Language

BE IT RESOLVED that the board accepts the resignation of the Director and thanks him for his notable achievements while serving in that role.

Attachment E: Letter of Recommendation

From: Carl Hendrick, President, Port Jervis Free Library Board of Trustees

Re: Curran Koehler

Date: [DATE]

To Whom it may concern:

Curran Koehler was employed as Director of the Port Jervis Free Library from September 21, 2024 to March 6, 2026. During his tenure he displayed excellent leadership, proactively worked on policies, and brought the library to the community. He created our patron conduct policy. He revised the employee handbook and the library's bylaws. He standardized the quarterly staff training regimen and annual employee reviews. He brought in grant funds for the library. He worked with the Friends of the Library to create a memorandum of understanding that governed how they interact with the library. He brought in a trust to help fund Native American materials and programs. He helped us with our union negotiations, and he helped lead the library's effort to create our new 3 year strategic plan.

He was a well-loved part of the community, and he will be sorely missed. We wish him well with all of his future endeavors.

Sincerely,

Carl Hendrick, President
Port Jervis Free Library Board of Trustees

Attachment F: Receipt for Items

Items in the possession of Director Curran Koehler which are returned to the Port Jervis Free Library:

1. Laptop computer (ser. no. [SERIAL NUMBER])
2. 3 keys, as follows:
 - a. Door Key
 - b. HUB Key
 - c. Maintenance Key

Passwords in the possession of Director Curran Koehler which are provided to the Port Jervis Free Library (list of passwords attached):

1. [SITE OR APPLICATION]
2. [SITE OR APPLICATION]
3. [SITE OR APPLICATION]
4. [SITE OR APPLICATION]
5. [SITE OR APPLICATION]
6. [SITE OR APPLICATION]

Provided by: _____
Curran Koehler

Received by: _____
[INTERIM DIRECTOR NAME]

(Please execute two copies of this receipt, one for each party.)

Attachment G: Full Satisfaction

**To be executed after December 31, 2026 and returned to the President of the Library
Board of Trustees**

I, Curran Koehler, acknowledge that I have received full satisfaction under this Agreement and received all payments and benefits to which I am due.

Curran Koehler

Date