SEPARATION OF SERVICE AGREEMENT

This Agreement is hereby made this 16th day of June, 2015, by and between Joseph Fusco (hereinafter "Mr. Fusco") and the LODI PUBLIC SCHOOLS BOARD OF EDUCATION (hereinafter the "Board") (collectively the "Parties").

WHEREAS, the Board is a body politic and corporate, organized and existing by virtue of the laws of the State of New Jersey, N.J.S.A. 18A:11-1, and is entrusted with maintaining and conducting the public schools of the Lodi Public School District;

WHEREAS, Mr. Fusco is tenured in the position of Science and Physics Teacher with the Lodi Public Schools Board of Education; and

WHEREAS, Mr. Fusco is currently employed by the Board as a Science and Physics teacher; and

WHEREAS, Mr. Fusco has been on administrative leave from the District beginning November 25, 2014; and

WHEREAS, Mr. Fusco shall resign from employment with the District effective upon the date of his signature on this Agreement; and

WHEREAS, the Board and Mr. Fusco have engaged in good faith discussions concerning Mr. Fusco's future separation from employment with the Board and have reached an agreement, which they wish to memorialize herein; and

WHEREAS, the Board and Mr. Fusco wish to fully and finally resolve any and all claims, complaints, charges and actions of any kind whatsoever, whether known or unknown, which either party may have against them as provided herein;

WHEREAS, Mr. Fusco has been advised of the Commissioner's duty to refer tenure determinations resulting in loss of position to the State Board of Examiners for possible suspension or revocation of certificate;

NOW THEREFORE, the Board and Mr. Fusco, in consideration of the mutual covenants and promises contained herein, the legal sufficiency of which is hereby acknowledged by the Parties, agree as follows:

1. RESIGNATION DATE: Mr. Fusco agrees to sign and submit to the Board, simultaneously with this Separation of Service Agreement, an irrevocable letter of resignation from all employment with the Board effective June 30, 2015. The irrevocable letter of resignation shall be in the form attached hereto as Exhibit "B". The letter of resignation and this Agreement shall be subject to Mr. Fusco's right to rescind pursuant to the Older Workers Benefit Protection Act, 29 U.S.C. 626(F)(1)(G), within seven (7) calendar days after the signing of this Agreement. The procedure for

Mr. Fusco to revoke this Agreement is set forth in paragraph 7 herein. If Mr. Fusco does not rescind his letter of resignation and this Agreement within seven (7) calendar days of the signing of them, his resignation and this Agreement shall be binding and irrevocable. The Board shall accept Mr. Fusco's letter of resignation simultaneously with the acceptance of this Agreement via resolution at a regular meeting of the Board.

2. SEPARATION PAY AND BENEFITS: Within thirty (30) days of execution of the approval of this Agreement, Mr. Fusco shall receive payment for accrued, unused sick leave, not to exceed fifteen thousand dollars ($15,000).

3. CONTINGENCY: This Agreement is contingent upon immediate receipt by the Board of an irrevocable letter of resignation effective on the date Mr. Fusco signs this Agreement. The irrevocable letter of resignation shall be provided contemporaneously with the execution of this Agreement by both parties.

4. CONSIDERATION: In consideration of this Agreement, the Board agrees to withdraw all references to the previously filed tenure charges from Mr. Fusco's personnel file. The Board will not contest any application for Unemployment Insurance or other work-related benefits made by Mr. Fusco.

   Mr. Fusco specifically waives any and all other payments he may ordinarily be due under his employment contract with the District or under the Education Association Collective Bargaining Unit with the District.

5. RELEASE: Mr. Fusco hereby releases, waives and forever discharges any and all past, present or future claims that relate to any action that predates this Agreement that he may have against the Board, including but not limited to, any and all claims for back pay or any other claims related to his absence from work and/or his employment with the Board. Mr. Fusco acknowledges that he has the opportunity to consult with legal counsel and representatives of his choice regarding this Agreement and the General Release and Waiver that accompanies it prior to executing it; and that he represents that he has read this Agreement and the General Release and Waiver and fully understands them and agrees to be bound by them. Mr. Fusco also acknowledges that he has been given a reasonable period of time within which to consider this settlement and the terms of this Agreement and General Release and Waiver prior to executing them.

6. WAIVER: Mr. Fusco agrees to waive any and all claims or demands which Mr. Fusco now has or may have had against the Board; and in recognition of and in consideration for Mr. Fusco's promise to provide the Board with a Release of all claims against it. Mr. Fusco agrees that he will not reapply nor be eligible for employment with the Board after signing this Agreement.

7. OLDER WORKER BENEFIT PROTECTION ACT OF 1990: To comply with the Older Workers Benefit Protection Act of 1990, this Agreement advises Mr. Fusco of the legal requirements of the Act, and fully incorporates the legal requirements by reference into this Agreement as follows:

a. Mr. Fusco fully understands the terms and conditions of this Agreement;

b. Mr. Fusco has been advised to consult with an attorney to review the Agreement;

c. Mr. Fusco specifically waives his right to pursue any claims under the Age Discrimination in Employment Act;

d. Mr. Fusco does not waive any rights or claims under the Age Discrimination in Employment Act that may arise after the date the waiver is executed.

e. Mr. Fusco is receiving consideration above and beyond anything of value to which he already is entitled;

f. Mr. Fusco has been given at least twenty-one (21) calendar days within which to consider this Agreement; and

g. Mr. Fusco has seven (7) calendar days from the date of the execution of this waiver to revoke it.

8. CONFIDENTIALITY: This Agreement shall remain confidential to the maximum extent permitted by law and neither party shall disclose the terms of this Agreement to third parties. Mr. Fusco may disclose the terms of this Agreement to his immediate family, tax advisor and attorney who shall be subject to the confidential provision of this agreement, and also maintain the confidentiality of this Agreement. A copy of this Agreement shall not be maintained in Mr. Fusco's personnel file.

9. ENTIRE AGREEMENT: This Agreement and General Release and Waiver contain the entire Agreement and understanding between the Parties and constitutes a full and final agreement in any and all issues relating to this matter, except that the Parties reserve their right to enforce this Agreement, if necessary.

10. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of New Jersey.

11. SEVERABILITY: If, during the term of this Agreement, a specific clause of the Agreement is determined to be illegal or in violation of any Federal or State law, the remainder of the Agreement shall not be affected by such a ruling and shall remain in full force and effect.

12. BINDING EFFECT: The Parties shall be bound by the terms and conditions of this Agreement.

13. APPROVAL: The terms and conditions of this Agreement and Mr. Fusco's irrevocable letter of resignation are subject to ratification and approval by the Lodi Board of Education.

14. VOLUNTARY AGREEMENT: The Parties have entered into this Agreement freely and voluntarily with a full understanding of their rights and the contents of this Agreement.

15. ADMISSION OF LIABILITY: The Parties' entry into this Agreement shall not constitute nor shall it be interpreted as an admission of wrongdoing or guilt, or liability in any manner on either of the Parties' part. Any such obligation or liability on either Party's part is expressly denied. The Parties have entered into this Agreement solely to compromise disputed claims.

16. OPPORTUNITY TO CONSULT WITH COUNSEL: The Parties acknowledge that each has been given the opportunity to consult with an attorney or a representative of their own choosing with respect to this Agreement and reviewed with their attorney or representative all the terms and conditions of this Agreement prior to executing this Agreement. Each Party signs this Agreement freely and voluntarily and without coercion or duress. The Parties further acknowledge that they fully understand the duties and obligations enumerated herein and have been informed of their legal rights and obligations.

17. BREACH: If either party breaches this Agreement, the breaching party shall bear the costs of the non-breaching party of any litigation or efforts to have such breach corrected or compensated for, including but not limited to, reasonable attorneys' fees.

18. RATIFICATION: The undersigned representatives of the Board hereby acknowledge that they have been duly authorized by the Board to sign this Agreement and bind the Board to its terms. Upon ratification of this Agreement, the Board authorizes its Board President to execute same on its behalf.

19. GOOD FAITH AND NONDISPARAGEMENT: The Parties expressly agree that they shall act in good faith to ensure implementation of this Separation of Service Agreement and General Release and Waiver. The Parties mutually agree to refrain from making any derogatory comments, written or oral; retaliation or disparagement, in any manner, against the other party or their families, family members, agents, officials, administrators, representatives and employees.

    The Board agrees that in the event it receives any inquiries or reference requests for Mr. Fusco that its comments shall be limited to an acknowledgement of his position, length of employment, salary history, and effective resignation date.

20. COBRA: Nothing contained within this Separation of Service Agreement shall alter Mr. Fusco's rights to continuation of health insurance through Federal law, i.e. the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA") upon separation from employment with the Board as of the date which coincides with the date that Mr. Fusco no longer receives health insurance as provided by the Board.

21. MODIFICATIONS: This Agreement may not be altered, amended or modified except in writing, signed and duly authorized by all Parties.

22. EXECUTION IN COUNTERPARTS AND FACSIMILE SIGNATURES: This Agreement may be executed in two (or more) counterparts each of which, when executed and delivered shall be deemed to be an original, and of which counterparts, taken together, shall constitute one and the same agreement. An original signature transmitted by facsimile shall be deemed to be an original for purposes of this Agreement and for the accompanying letter of resignation.

IN WITNESS WHEREOF, the Parties hereunder set their hands and seals to this Agreement effective on this 16th day of June, 2015.

On Behalf of the Board:

JOSEPH FUSCO

By: JOSEPH LICATA
Board of Education President

WITNESS

MARC CAPIZZI,
Business Administrator

Dated: June 16, 2015

Dated: June 16, 2015

4810-5832-1700, v. 3

GENERAL RELEASE AND WAIVER

In consideration for the promises and undertakings described in the Separation of Service Agreement dated June 16, 2015, I hereby release, waive and discharge the Lodi Board of Education, and its present and former board members, officers, employees and representatives, and their estates and/or heirs thereof from any and all claims which I, my estate and/or heirs may have against any of them. This releases and waives all claims, known and unknown, resulting from anything which has happened up to now, including claims for attorney's fees.

Without limiting the scope of the foregoing provision in any way, I specifically release all claims which were or could have been asserted by me. I also release and waive all claims relating to or arising out of any aspect of my employment to date with the Lodi Board of Education, including but not limited to, all claims under Title VII of The Civil Rights Act, The Civil Rights Act of 1991 and the laws amended thereby; Sections 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act of 1974; the Immigration Reform Control Act; the Fair Labor Standards Act; the Occupational Safety and Health Act; the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act of 1990, the Americans with Disabilities Act; the Family and Medical Leave Act of 1993; the New Jersey Family Leave Act; the New Jersey Law Against Discrimination; the New Jersey Conscientious Employee Protection Act; the New Jersey Wage and Hour Act, and any related federal, state or local law claims, and any claims of discrimination based on race, age, sex, religion, color, creed, handicap or disability, citizenship, national origin and any other factor prohibited by any federal, state or local law, rule, regulation or guideline; any claim for wrongful discharge; any contract of employment, express or implied; any provision of the Constitution of the United States or the State of New Jersey; and any other law, common or statutory, of the United States, the State of New

Jersey or any other state; any claims for the negligent and/or intentional infliction of emotional distress or specific intent to harm; any claims for attorneys' fees, costs and/or expenses; any claims for unpaid or withheld wages, severance pay, benefits, bonuses, deferred compensation, and/or other compensation of any kind; and/or any other federal, state or local human rights, civil rights, wage and hour, wage payment, pension or labor laws, rules and/or regulations, and all claims growing out of any legal restrictions on the Lodi Board of Education's right to hire and/or terminate its employees.

I agree not to seek any employment at any time with the Lodi Board of Education.

I also promise not to sue and waive all claims against the Lodi Board of Education covered by the Separation of Service Agreement and this General Release and Waiver. If one party breaches this promise by suing the other for any such claims, the breaching party will pay all costs and expenses the other party incurs defending against the suit, including reasonable attorney's fees and costs. Notwithstanding the foregoing, the Parties reserve their right to enforce the terms of this Separation of Service Agreement and General Release and Waiver.

I acknowledge that I was advised to consult with attorneys regarding this General Release and Waiver; and that I have read and fully understand it and agree to be bound by it. I also acknowledge that I have been given a reasonable period of time within which to consider this settlement and the terms of this General Release and Waiver prior to executing it.

ACKNOWLEDGMENT

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS RELEASE AND WAIVER. I ACKNOWLEDGE THAT I HAD THE OPPORTUNITY TO REVIEW THIS RELEASE AND WAIVER WITH ANYONE OF MY CHOOSING, AND TO DISCUSS WITH SUCH PERSONS THE TERMS AND CONDITIONS OF THIS RELEASE AND WAIVER AND MY RIGHTS UPON EXECUTION. I AGREE AND ACKNOWLEDGE THAT NO REPRESENTATIONS CONCERNING THE TERMS OR EFFECT OF THIS RELEASE WERE MADE BY THE LODI BOARD OF EDUCATION OR ITS ATTORNEYS OTHER THAN AS SET FORTH IN THE DOCUMENT AND THAT I HAVE VOLUNTARILY SIGNED THIS RELEASE AND WAIVER AS MY OWN FREE ACT WITH FULL KNOWLEDGE OF ITS TERMS AND CONDITIONS, WHICH ARE FINAL AND BINDING UPON ME.

I FURTHER UNDERSTAND THAT THIS AGREEMENT SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE FOR A PERIOD OF SEVEN (7) DAYS FOLLOWING THE EXECUTION OF THIS AGREEMENT AND THAT I MAY REVOKE THIS AGREEMENT BY DELIVERING A WRITTEN NOTICE OF ANY SUCH DECISION TO THE LODI BOARD OF EDUCATION WITHIN THIS SEVEN-DAY PERIOD.

DATED: 6/16/, 2015

Joseph Fusco

Joseph Fusco
Name (Please Print)

JOSEPH FUSCO
688 COLONIAL BLVD
TWP OF WASHINGTON, NJ 07676

June 16, 2015

Frank Quatrone
Superintendent of Schools
Lodi Board of Education
8 Hunter Street
Lodi, NJ 07644

Dear Mr. Quatrone:

I hereby resign from my employment as a teacher employed by the Lodi Board of Education effective June 30, 2015. I will miss the challenges and adventures my role offered as well as the many people with whom I worked.

I appreciate your understanding of my decision to leave the Lodi Public School District.

Respectfully submitted,