

SEPARATION OF SERVICE AGREEMENT

THIS AGREEMENT is entered this 11th day of March, 2021, by and between WILLIAM HODROSKI (hereinafter "Mr. Hodroski") and the NEW PROVIDENCE BOARD OF EDUCATION (hereinafter "the Board") (collectively "the Parties"), according to the following:

WITNESSETH:

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, which is entrusted with maintaining and operating the New Providence public schools; and

WHEREAS, Mr. Hodroski is currently employed by the Board as a tenured teacher; and

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

WHEREAS, the Parties wish to fully and finally resolve all claims, complaints, charges and actions of any kind whatsoever, whether known or unknown, which either party may have against the other in this agreement.

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

1. RESIGNATION – Mr. Hodroski agrees to sign and submit to the Board, simultaneously with this Agreement, an irrevocable letter of resignation from all employment with the Board, effective June 30, 2021. The irrevocable letter of resignation shall be in the form attached hereto as "Exhibit A." The Board shall accept Mr. Hodroski's letter of resignation simultaneously with the acceptance of this Agreement via resolution at a regularly scheduled meeting of the Board.

The day following the Board's acceptance of Mr. Hodroski's letter of resignation, Mr. Hodroski shall immediately return all District property to the New Providence Board of Education Office.

COMPENSATION AND BENEFITS

a. Mr. Hodroski shall remain on paid administrative leave of absence with full benefits until June 30, 2021. The Board will make appropriate pension contributions and take ordinary withholdings for taxes, social security, health benefit payments, disability and other withholdings as required by law from his periodic salary payments.

b. Mr. Hodroski shall continue to receive his pay in twice monthly salary payments until June 30, 2021, less the mandatory taxes, pension, health benefit payments, and any other deductions required by his employment with the Board.

c. Mr. Hodroski shall receive a portion of a stipend for his service as STEM club advisor (September 2020 – January 2021) in the amount of nine hundred eighty three dollars (\$983.00).

d. Mr. Hodroski shall continue to receive health benefits until August 30, 2021, subject to any employee payment toward the cost of coverage. Following August 30, 2021, consistent with his rights under the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA"), Mr. Hodroski shall have the same rights as any other former employee and shall be solely responsible for all costs associated with said COBRA coverage.

e. Should Mr. Hodroski become employed elsewhere prior to June 30, 2021, Mr. Hodroski shall amend the irrevocable letter of resignation submitted simultaneously with this signed Agreement. Such amended irrevocable letter of resignation shall be effective as of the date of Mr. Hodroski's commencement of alternative employment. All salary and health benefits shall terminate on the effective date of the amended irrevocable letter of resignation. Mr. Hodroski agrees to promptly notify the Business Office if and when he secures such other

employment prior to June 30, 2021. If Mr. Hodroski does not secure employment elsewhere prior to June 30, 2021, the Board shall not contest his application for unemployment benefits.

3. CONTINGENCY – This Agreement is contingent upon immediate receipt by the Board of an irrevocable letter of resignation, subject to the Board's compliance with the terms of this Agreement. This irrevocable letter of resignation shall be provided contemporaneously with the execution of this Agreement by both Parties.

4. RELEASES

a. Mr. Hodroski 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 claim related to his employment with the Board. Mr. Hodroski acknowledges that he has had 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. Hodroski 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.

b. Except for the obligations contained herein, the Board agrees to release fully and unconditionally and forever discharge Mr. Hodroski (including his agents, servants and representatives) from and on account of any and all known and unknown claims, demands, actions, causes of action, obligations, damages, losses, costs, liabilities, or charges of any nature or kind whatsoever which the Board has asserted or could have asserted in connection with Mr. Hodroski's employment and services rendered to the Board, up to and including the effective date of this Agreement.

5. WAIVER – Mr. Hodroski agrees to accept the compensation referred to in paragraph 2 in full and final settlement and waiver of any and all claims against the Board. Such compensation shall be in full satisfaction and settlement and waiver of any and all claims or demands which Mr. Hodroski now has or may have had against the Board, and in recognition of and consideration for Mr. Hodroski's promise to provide the Board and its agent, employees, and representatives with a Release of all claims against them.

6. CONFIDENTIALITY - This Agreement and its terms shall remain confidential to the maximum extent permitted by law. However, nothing contained in this Agreement shall prevent Mr. Hodroski from providing any information about this matter or this Agreement to his immediate family, attorneys, accountants, financial advisors or as may be required of him by law or legal process. Nothing in this Agreement shall prevent Mr. Hodroski from informing any person or entity that he is on leave from his employment with the Board until June 30, 2021. Other than as set forth in this paragraph, should Mr. Hodroski make public any of the terms of the Agreement or any of the information identified previously in this paragraph, all salary and health benefits payments made on his behalf shall cease immediately. Should Mr. Hodroski breach the confidentiality of the Agreement after he has received all of the payments and health benefits set forth herein, he shall be subject to litigation which, if successful, will require the repayment to the Board of all payments made to Mr. Hodroski including health benefit premium payments and compensation or any other damages to the Board, its employees, agents or assigns and payment of the Board's attorneys' fees resulting from Mr. Hodroski's action. Based upon the information known to the Board through the date of execution of this agreement, the Board acknowledges that notification under N.J.A.C. 6A:9B-4.3 is neither applicable nor required and the Board agrees that it will not make such notification. Further, based upon the information known to the Board through the date of execution of this agreement, the Board acknowledges

that disclosures pursuant to N.J.S.A. 18A:6-7.7(b)(2)(a)-(b) are neither applicable nor required and the Board agrees that it will not make such disclosures.

7. EMPLOYMENT REFERENCES - The Board shall offer a neutral reference check for Mr. Hodroski's future employment. All such inquiries shall be directed only to Dr. David Miceli, Superintendent of Schools, or his designee, and shall be responded to in writing as per Exhibit B. The Board shall provide Mr. Hodroski an undated signed copy of Exhibit B on Board letterhead at the effectuation of this Agreement.

8. NO CONTACT AGREEMENT - Mr. Hodroski agrees that he [REDACTED]
[REDACTED]

9. ENTIRE AGREEMENT - This Agreement and General Release and Waiver contain the entire Agreement and understanding between the parties and constitute 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, finding it to be in the best interests of the public, consistent with public policy, fair and equitable under all circumstances surrounding this matter.

13. APPROVAL - The terms and conditions of this Agreement and Mr. Hodroski's irrevocable letter of resignation are subject to ratification and approval by the Board. If the Board does not approve the Agreement, any copies of the Agreement and Mr. Hodroski's letter of resignation will be held by the attorney for the Board and will have no effect and will not be binding to either party.

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

15. NO ADMISSION OF LIABILITY - The Parties' entry into this Agreement shall not constitute or nor shall it be interpreted as an admission of wrongdoing or guilt, or liability in any matter 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. COOPERATION/INDEMNIFICATION - Mr. Hodroski agrees to cooperate with the Board and assist should any of the facts or circumstances that lead to this Agreement or should any incident which is alleged to happen during the term of Mr. Hodroski's employment with the Board, become the subject matter of a litigation wherein the Board was named as a party. Failure to cooperate will be defined to be a breach of this Agreement. If in the future, a third party

should assert a claim against Mr. Hodroski relating to his actions as an employee of the Board, the Board shall indemnify him to the extent permitted by the law.

18. BREACH - If a court determines that either party breached 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.

19. 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.

20. GOOD FAITH AND NONDISPARAGEMENT - The Parties expressly agree that they shall act in good faith and ensure implementation of this Separation from Service Agreement and General Release and Waiver. The Parties mutually agree to refrain from retaliation, in any manner, against the other party (or, their families, members, agents and employees). The Parties further mutually agree not to make any derogatory comments, statements, or misrepresentations, written or oral, about the other (or, their families, members, agents and employees) and to refrain from disparagement, in any manner, against the other party or their families, family members, agents, official administrators, representatives and employees. It shall not be a violation of this section for the parties to make any truthful statements which they are legally required to make in response to a subpoena, court order, as a requirement of a government agency.

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

22. COUNTERPARTS - The Parties may execute this Agreement in counterparts, each of which is deemed an original and all of which only constitute one original. An electronic or

facsimile signature of this Settlement Agreement by one or all parties shall be considered an acceptable form and manner of execution upon delivery to the other.

IN WITNESS WHEREOF, the Parties hereunder set their hands and seals to this Agreement

effective on this 11th day of March, 2021.


WILLIAM HODROSKI

On Behalf of the Board:

By: 
MARY MISIUKIEWICZ
Board President

By: 
JAMES E. TESTA, SBA/BS


WITNESS BEN WEATHERS, CJA

Dated: MARCH 11, 2021


WITNESS Dr. David Whittle

Dated. March 11, 2021

GENERAL RELEASE AND WAIVER

In consideration for the promises and undertakings described in the Separation from Service Agreement dated March 11, 2021, I hereby release, waive and discharge the New Providence 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 has happened up to now, including claims for attorneys' 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 New Providence 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; Section 1981 through 1988 of Title 42 of the United States Code; the Employee Retirement Income Security Act of 1974; the Immigration Reform and 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 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 guidelines; any claim from 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 New Providence Board of Education's right to hire and/or terminate its employees. I do not waive any vested 403(b) rights which I may have, any workers' compensation claims my rights under the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA"), or the right to enforce the Separation from Service Agreement.

I agree not to seek in the future any employment at any time with the New Providence Board of Education.

I promise not to sue and waive all claims against the New Providence Board of Education and its present and former board members, officers, employees and representatives, and their estates and/or heirs thereof covered by the Separation from 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 the right to enforce the terms of this Separation from 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 this General Release and Waiver 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 NEW PROVIDENCE 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 OR ANY SUCH DECISION TO THE NEW PROVIDENCE BOARD OF EDUCATION WITHIN THE SEVEN-DAY PERIOD.

DATED: March 4, 2021


WILLIAM HODROSKI

DATED: March 4, 2021


WITNESS Donna Peters, ESQ

Exhibit A

I hereby resign from my employment with the New Providence of Education effective
June 30, 2021.

Sincerely,



WILLIAM HODROSKI

Exhibit B

[TO BE PLACED ON DISTRICT LETTERHEAD]

To Whom It May Concern:

William Hodroski was employed by the New Providence Board of Education as a teacher from September 1, 2013 through June 30, 2021.

Thank you.

Very truly yours,

Dr. David Miceli
Superintendent of Schools
New Providence School District