

CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE

Raymond Boccuti ("Employee" or "Dr. Boccuti") and the Spring Lake Board of Education ("Board"), hereinafter jointly referred to as "the parties," have agreed to the following terms and conditions.

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, and is entrusted with maintaining and conducting the public schools of the Spring Lake School District;

WHEREAS, Dr. Boccuti is currently employed by the Board as the Superintendent;

WHEREAS, the Board and the Superintendent are parties to a Contract of Employment dated July 10, 2017 (hereinafter the "Employment Contract") for a term commencing July 1, 2017 through June 30, 2022;

WHEREAS, the Board and the Employee believe it is in the Parties best interests that the Parties terminate their employment relationship; and

NOW, THEREFORE, the Board and the Superintendent, 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. COMMISSIONER OF EDUCATION APPROVAL: Pursuant to N.J.S.A. 18A:17-20.2a and N.J.A.C. 6A:23A-3.2, this Agreement will be submitted to the Commissioner of Education for review, and the agreement is contingent upon the Commissioner's approval.
2. RESIGNATION DATE: Dr. Boccuti agrees to sign and submit to the Board, contemporaneous with the execution of this Agreement, a letter of resignation in the form attached hereto as "Appendix 1." Dr. Boccuti's resignation shall have an effective date of midnight July 15, 2019. The Board shall accept Dr. Boccuti's letter of resignation simultaneously with the Board's approval of this Agreement. In the event that either the Board or the Commissioner of Education does not approve this Agreement, the Board shall return the

signed letter of resignation to Dr. Boccuti and all terms of this Agreement shall be null and void, and any action taken by the Board with respect to the letter of resignation shall be null and void. Employee acknowledges that he voluntarily resigns his employment with the Board effective July 15, 2019.

3. All terms and conditions of the Employment Contract between the Board and Employee dated July 10, 2017 shall remain in full force and effect until the date of his resignation unless specifically modified herein. A true copy of the Employment Contract is attached hereto and made a part hereof as "Appendix 2."

4. This Agreement is contingent upon the Board's receipt of a letter of resignation from Dr. Boccuti. The letter of resignation shall be provided contemporaneously with the execution of this Agreement. This Agreement is further contingent upon the Board's proper approval and execution of this Agreement, as well as the approval of this Agreement by the Commissioner of Education.

5. Employee waives any claim or right to reinstatement or to tenure in any position with the Board. The Letter of Resignation shall be in the form annexed hereto and is attached hereto as "Appendix 1." The Letter of Resignation shall be signed and delivered by the Employee, and formally approved by the Board at its next regularly scheduled meeting in accordance with the provisions set forth in paragraphs 1 and 2 above.

6. Upon the fulfillment by the Board of all of the terms of this Confidential Separation Agreement, the Employee forever releases the Board, and its past and present Board, officers, directors, employees, agents, successors and assigns, from all actions, suits, claims and demands in law or equity, that he ever had, now has, or hereafter may have, resulting from anything which has happened up until now, including but not limited to, any matter, cause or claims relating in any way to his employment relationship or the cessation of his employment relationship with the Board, including, but not limited to, any claims arising under the New Jersey Conscientious Employee Protection Act, New Jersey Law Against Discrimination, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the federal Age Discrimination in Employment Act of 1967 ("ADEA"), the Older Workers' Benefits Protection Act ("OWBPA"), the federal Equal Pay Act, the New Jersey Wage Payment Law, the United

States Constitution, the New Jersey State Constitution, the federal Americans With Disabilities Act, the Family and Medical Leave Act, New Jersey Family Leave Act, the Equal Pay Law, the Equal Rights Act, any other federal, state or local law or ordinances, and/or any common law claims under tort, contract or any other theories now or hereafter recognized. The release recited in this paragraph shall include any and all claims which Employee may have at the time of the execution of this Confidential Separation Agreement and General Release for any type of damages cognizable under any of the laws referenced herein, including, by not limited to, any and all claims for compensatory damages, punitive damages, and/or attorneys' fees. Specifically excluded from this general release are the employee's right, upon cessation of employment with the Board to obtain continued medical coverage at his own expense as authorized by the Consolidated Omnibus Reconciliation Act of 1986 (COBRA), unless specifically modified herein; any rights he may have arising under the Teacher's Pension and Annuity Fund (TPAF) and related statutes and regulations; any rights he may have for indemnification by the Board pursuant to N.J.S.A. 18A:16-6 and 6.1, and any rights he may have under the New Jersey Workers' Compensation Law, N.J.S.A. 34:15-1, et seq. In addition, this general release does not preclude the Employee from suing for enforcement of the terms and conditions of his current Employment Contract as modified herein and of this Agreement. In addition, the Board, its officers or employees will not oppose the Employees collection of unemployment benefits.

7. The Board, its successors and assigns, and its present and former Board members, employees and officers hereby agree to release and forever discharge the Employee from any and all past, present and future claims, suits, tenure charges, actions at law or in equity of any kind, in any forum that it may have against him as of the date of this Agreement. Subject to the fulfillment of the terms of this Agreement, the Board will take no further action with respect to the Employee's separation from employment. The release recited in this paragraph shall include any and all claims which the Board may have for any type of damages cognizable under any of the laws referenced herein, including, but not limited to any and all claims for compensatory damages, punitive damages, and/or attorneys' fees.

8. Pursuant to N.J.A.C. 6A:23A-3.2(g), the Board shall pay nine months of Dr. Boccuti's

existing salary, in the lump sum of one hundred nine thousand eight hundred fifty - six dollars and eighty-eight cents (\$109,856.88) (subject to all applicable tax and withholdings), on or before July 15, 2019. On or before July 15, 2019, the Board shall also pay for all his accumulated, unused, accrued vacation time. Therefore, the Board shall pay Dr. Boccuti for 1.5 unused vacation days at his per diem rate calculated at 1/260 of his current contractual salary, which is the sum of \$ 826.92. The total lump sum payment shall be One Hundred Ten Thousand Dollard and Six Hundred and Eighty-Three Dollars and Eighty Cents (\$110,683.80).

9. In addition, the Board shall not further evaluate the Superintendent, and his last completed evaluation shall be considered his most recent.

10. The parties agree that they will not directly or indirectly disparage the name, reputation, services or competency of one another. The parties also agree that, to the maximum extent permitted by law and regulation, they will not make statements for publication or public dissemination accusing one another or any current or former Board member, officer, director, member, employee or agent of the Board, of wrongful, improper, unlawful or unfair actions or conduct. Rather, the parties have agreed on the attached statement (Appendix 3).

11. Neither Employee nor the Board nor any person acting on their behalf will file, or permit to be filed, any action for legal or equitable relief, including damages and injunctive, declaratory, monetary or other relief, involving any matter occurring at any time or related in any way to his employment relationship or the cessation of his employment relationship with the Board or involving any continuing effects of any acts or practices that may have arisen or occurred during his employment relationship or the cessation of his employment relationship with the Board with the exception of for the enforcement of this Agreement.

12. Employee and the Board agree that the terms and conditions of this Agreement shall remain strictly confidential to the fullest extent permitted by law as between the parties. The Employee agrees that he shall not disclose them to any person outside of his immediate family, attorney, tax advisor or counselor. Employee acknowledges that this Agreement is considered a public record under the Open Public Records Act (OPRA) and that this confidentiality clause

does not exempt this Agreement from being released under an appropriately filed OPRA request.

13. Employee has been given the opportunity to take a reasonable period, not to exceed twenty-one (21) days, within which to consider this Agreement. Employee acknowledges that if he chooses to sign and deliver this Agreement before that date, he does so knowingly, voluntarily and without coercion.

14. Employee also understands that he has the right to change his mind and cancel this Agreement only with respect to claims under the ADEA/OWBPA within seven (7) days following the date on which he signed it. This Agreement will not be "effective" until the end of this period.

15. This Agreement contains all of the promises and understandings of the parties regarding the subject matter addressed herein, and this Agreement supersedes and voids any and all other agreements or understandings between the parties. This Agreement may be amended only by a written agreement signed by duly authorized representatives of both parties.

16. This Agreement shall be covered by and considered enforced in accordance with the laws of the State of New Jersey, without regard to any principles of choice of law that may otherwise be applicable.

17. If a party, by its actions or omissions, waives or is adjudicated to have waived any breach of this Agreement by the other party, any such waiver shall not operate or be construed or asserted as a waiver of any other subsequent breach of this Agreement.

18. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal or legal representatives, successors and/or assigns.

19. In the event that any provision of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provision and shall not affect or render invalid any other provision of this Agreement.

20. Employee acknowledges that he has read all the terms of the Agreement and has had an opportunity to discuss it with individuals of his own choice, who are not associated with the Board. He has been advised by the Board to consult with an attorney of his own choosing in connection with this Agreement.

21. Employee acknowledges that he has been given a reasonable and sufficient time period in which to consider this Agreement. He acknowledges that if he chooses to sign it, he does so knowingly and voluntarily.

IN WITNESS THEREOF, the parties have executed this Agreement.

SPRING LAKE BOARD OF EDUCATION

WITNESS

Date:

7/5/19

WITNESS

Date:

By:

Raymond J. Boccuti, Ed.D.

RAYMOND BOCCUTI, Ed.D

By:

7/15/19

Date: