

III. Public Records Request Response

A. ACCESS IS GRANTED TO THE FOLLOWING RECORDS. IF COPIES WERE REQUESTED, THEY ARE BEING MADE AVAILABLE FOR THE FEE LISTED BELOW:

☐ **Minutes** [specify board or entity, date, topic or other identifying information]

☐ **Resolution** [specify date, number, or other identifying information]

☐ **Budget** [specify fiscal year]

☐ **Vouchers or Bills** [specify date, topic or other identifying information]

☐ **Contract** [specify position or vendor, year(s) or other identifying information]

☐ **Salary or overtime information** [specify position or other identifying position]

☒ **Other** [specify]

1. Settlement Agreement or Release that resolved Patrick Dawson v. Egg Harbor School District, Docket

No. ATL-L-3106-21. 2. For Patrick Dawson, his or her "name, title, position, most recent annual salary, length of service, date of separation and the reason therefor."

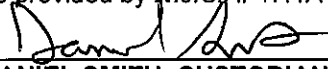
SUBTOTAL FEE FOR COPIES _____

SPECIAL SERVICE FEE (IF ANY) _____

TOTAL FEE _____

B. ACCESS TO THE FOLLOWING DOCUMENT(S), IS DENIED, FOR THE REASONS LISTED BELOW:

If your request has been denied in whole or in part, you have a right to appeal that decision. You may take your appeal to the Government Records Council or to the New Jersey Superior Court, as provided by N.J.S.A. 47:1A-1 et seq.



DANIEL SMITH, CUSTODIAN OF RECORDS

08/21/2023

DATE

I hereby acknowledge that I have received the documents requested, except for any documents listed above on which a determination has been made that the documents will not be provided. If any documents have not been provided, I understand that I have the right to appeal to New Jersey Superior Court or to the Government Records Council in the Department of Community Affairs.

SIGNATURE OF REQUESTOR

DATE

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE is entered into by and between PATRICK DAWSON (hereinafter "Plaintiff") and EGG HARBOR TOWNSHIP BOARD OF EDUCATION/EGG HARBOR TOWNSHIP SCHOOL DISTRICT (hereinafter "Defendant").

WHEREAS, Plaintiff, PATRICK DAWSON, filed a Complaint against Defendant in the Superior Court of New Jersey, Atlantic County entitled PATRICK DAWSON v. EGG HARBOR TOWNSHIP SCHOOL DISTRICT, bearing Docket No. ATL-L-3106-21 (the "Action") and has asserted claims against the Defendant in connection with alleged events occurring during Plaintiff's employment with the Defendant which Mr. Dawson alleges resulted in post-traumatic stress disorder and high blood pressure; and

WHEREAS, the Plaintiff has settled this controversy with the Defendant bearing Docket No. ATL-L-3106-21 and any and all related claims which could have been asserted, whether they are presently known or unknown;

WHEREAS, the parties acknowledge that the merits of the controversy are in dispute and have not been adjudicated, and that no party admits any liability to any other, but all have reasons to desire amicable resolution of the matter, including to avoid the costs of litigation;

WHEREAS, PATRICK DAWSON was an employee and Custodian with the EGG HARBOR TOWNSHIP BOARD OF EDUCATION/EGG HARBOR TOWNSHIP SCHOOL DISTRICT and is presently on paid administrative leave;

WHEREAS, the parties, PATRICK DAWSON and the EGG HARBOR TOWNSHIP BOARD OF EDUCATION/EGG HARBOR TOWNSHIP SCHOOL DISTRICT, have mutually agreed to end the employment relationship between them and to settle any and all possible claims of any nature which may exist between them or which could have been asserted, whether they are presently known or unknown, up to the date of execution of this Agreement;

WHEREAS, PATRICK DAWSON covenants and warrants that during the course of his employment with the EGG HARBOR TOWNSHIP BOARD OF EDUCATION/EGG HARBOR TOWNSHIP SCHOOL DISTRICT he has worked exclusively as a Custodian with the EGG HARBOR TOWNSHIP BOARD OF EDUCATION/EGG HARBOR TOWNSHIP SCHOOL DISTRICT and he has not in the past, and is not presently, engaged in providing any other services other than those assigned to him by the EGG HARBOR TOWNSHIP BOARD OF EDUCATION/EGG HARBOR TOWNSHIP SCHOOL DISTRICT in his capacity as a Custodian and employee of the EGG HARBOR TOWNSHIP BOARD OF EDUCATION/EGG HARBOR TOWNSHIP SCHOOL DISTRICT;

NOW, for and in consideration of the mutual promises and covenants contained herein, and intending to be legally bound by them, the parties agree as follows:

1. The Terms of Settlement:

- (a) The Defendant and its carrier(s) hereby agree to pay Plaintiff, PATRICK DAWSON, the total settlement amount of ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS and 00/100 (\$175,000.00) on a 1099, and said settlement amount being fully and completely inclusive of all attorney's fees and costs incurred by counsel for Plaintiff and interest;
- (b) The aforesaid settlement amount shall be paid by the Defendant and/or its carrier(s) in the form of one or more checks as follows:
 - (i) A draft in the amount of \$ 100,355.95 made payable to Plaintiff, PATRICK DAWSON, and documented on a Form 1099;
 - (ii) A draft in the amount of \$ 74,644.05 made payable to "William Riback, LLC" and documented on a Form 1099;
- (c) The settlement proceeds identified in paragraph (a) above will be paid by Defendant, or its insurance carrier(s), in the form of one or more checks within thirty (30) days of receipt by Richard L. Goldstein, Esq. of Marshall Dennehey Warner Coleman & Goggin of an original of this Settlement Agreement and General Release executed by the Plaintiff, a signed original of a Stipulation of Dismissal with Prejudice ("Stipulation") in the matter bearing Docket No. ATL-L-3106-21, a W-9 executed by the Plaintiff, a W-9 executed on behalf of Plaintiff's counsel, and a Child Support Judgment Search for the Plaintiff as required by the applicable statute;
- (d) This settlement requires approval by the EGG HARBOR TOWNSHIP BOARD OF EDUCATION and the ATLANTIC AND CAPE MAY COUNTIES ASSOCIATION OF SCHOOL BUSINESS OFFICIALS JOINT INSURANCE FUND (ACCASBO) who will both be meeting as soon as reasonably possible to review the proposed settlement;
- (e) Plaintiff understands and acknowledges that the Defendant vigorously and wholly denies Plaintiff's allegations and is settling this matter for reasons other than the merits of Plaintiff's claims, including the avoidance of the cost of litigation. Settlement does not represent an admission of liability by any party;
- (f) Plaintiff agrees that, but for this General Release, Plaintiff would not be entitled to the aforesaid payment and other terms of settlement described in this Agreement;
- (g) Tax Consequences. The parties understand and agree that one or more IRS Form 1099 designated in a settlement amount as "other income" will be issued. Plaintiff agrees to assume full liability for applicable State, Federal, and Local taxes that may be required by

law to be paid with respect to any settlement of payment described herein. Plaintiff further agrees that in the event that the Internal Revenue Service or any other taxing authority deems any tax, interest, penalties, or other amounts to be due from the Defendant with respect to this settlement, Plaintiff will fully and completely indemnify the Defendant for any sums the Defendant may be required to pay. It is the intent of the parties that the payments in paragraph 1 (a) above will be the Defendant's total payments to or for the benefit of Plaintiff. Plaintiff acknowledges and agrees that he is solely and completely responsible for any tax obligations, liabilities, or consequences arising out of the execution of this Agreement and the payment under paragraph 1. The payment will compensate Plaintiff for Plaintiff's allegations against the Defendant arising out of alleged conduct which he claims caused bodily/physical injuries. Should it be determined that any portion of the payment described in paragraph 1 is taxable, Plaintiff shall be solely responsible for same. Plaintiff further agrees that he shall indemnify and hold harmless Defendant for any and all claims, liabilities or consequences arising out of any of his unsatisfied tax obligations or liabilities. Plaintiff acknowledges that neither Defendant, nor any of its representatives or attorneys, nor Plaintiff's attorney, have made any promise, representation, or warranty, express or implied, regarding the tax consequences of the payment under paragraph 1. Plaintiff agrees and understands that his attorney has instructed him to consult with an accountant or other tax professional regarding the tax treatment of the sums paid pursuant to this Agreement;

- (h) Plaintiff certifies and warrants to the Defendant that he has no outstanding judgments for child support and that an appropriate judgment search has been conducted. Plaintiff agrees to provide a copy of said judgment search to the Defendant in accordance with the applicable statute as part of the settlement. In the event Plaintiff has outstanding child support judgments, Plaintiff hereby agrees that he will satisfy all such outstanding judgments out of the proceeds of this settlement and that he will fully and completely indemnify the Defendant for any sums the Defendant may be required to pay, including reasonable attorney's fees and costs, with respect to any such outstanding judgments;
- (i) Plaintiff's allegations against the Defendant arise out of alleged conduct which he claims caused bodily/physical injuries; and
- (j) Plaintiff hereby agrees that he will be considered resigned from employment with the EGG HARBOR TOWNSHIP BOARD OF EDUCATION/EGG HARBOR TOWNSHIP SCHOOL DISTRICT effective on the date on which settlement in this matter is approved by the EGG HARBOR TOWNSHIP BOARD OF EDUCATION and the ATLANTIC AND CAPE MAY COUNTIES ASSOCIATION OF SCHOOL BUSINESS OFFICIALS JOINT INSURANCE FUND JOINT INSURANCE FUND (ACCASBO). It is understood that Plaintiff's separation from employment is a material and substantial inducement to the Defendant to participate in this Agreement;
- (k) The Defendant agrees not to contest Plaintiff's claim for unemployment compensation benefits should a claim be filed; and

- (1) Plaintiff has been placed on Administrative leave with pay effective April 25, 2023 through the date of his resignation, which will occur immediately following the approval of the settlement by the EGG HARBOR TOWNSHIP BOARD OF EDUCATION and the ATLANTIC AND CAPE MAY COUNTIES ASSOCIATION OF SCHOOL BUSINESS OFFICIALS JOINT INSURANCE FUND JOINT INSURANCE FUND (ACCASBO).

2. No Admission of Liability:

It is expressly understood that this Agreement and the settlement it represents are entered into solely for the purpose of allowing the parties to avoid further expenses of litigation. This Agreement does not constitute an admission by the Defendant of any violation of any federal, state or local law, regulation or local requirement, contractual obligation, or any duty whatsoever whether based in statute, regulation, common law, or otherwise. Defendant expressly denies that any liability or any such violation has occurred as to Plaintiff, or any other person, entity or authority, or that any decisions or actions taken in connection with Plaintiff's employment were unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful.

3. Dismissal of Action:

Plaintiff understands and agrees that counsel for the Defendant will file with the Superior Court of New Jersey, Atlantic County, the executed original of the Stipulation of Dismissal with Prejudice. Plaintiff understands and agrees that the terms of the aforesaid dismissal are expressly incorporated by reference within this Settlement Agreement and General Release as if fully set forth herein.

4. Release in Consideration for the Payment and Other Consideration Provided for in this Agreement:

In consideration of the payment and other consideration provided for in this Agreement, Plaintiff, personally and for his estate and/or his heirs, waives, releases and gives up any and all claims, demands, obligations, damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that he may have against the Defendant, its agents, representatives and employees (present and former), and its respective successors and assigns, heirs, executors and personal or legal representatives, based upon any act, event or omission occurring before the execution of this Agreement including, but not limited to, any events related to, arising from, or in connection with Plaintiff, PATRICK DAWSON's employment and/or association with the Defendant. Plaintiff specifically and expressly waives, releases and gives up any and all claims arising from or relating to his employment and/or relationship and/or association with Defendant, based upon any act, event or omission occurring before the effective date of this agreement, including but not limited to, any claim that was asserted or could have been asserted under any Federal and/or State statutes, regulations, common law, and all arbitrations, grievances, and any other internal claims and complaints including, but not limited, to any potential claim relating to the following (along with any amendments thereto):

- (a) The National Labor Relations Act;
- (b) Title VII of the Civil Rights Act of 1964;
- (c) Sections 1981 through 1988 of Title 42 of the United States Code;

- (d) The Employment Retirement Income Security Act of 1974;
- (e) The Immigration Reform Control Act;
- (f) The Americans with Disabilities' Act of 1990;
- (g) The Age Discrimination & Employment Act of 1967;
- (h) The Fair Labor Standards;
- (i) The Occupational Safety & Health Act;
- (j) The Family & Medical Leave Act of 1993;
- (k) The Equal Pay Act;
- (l) The New Jersey Law Against Discrimination;
- (m) The New Jersey Minimum Wage Law;
- (n) The Equal Pay Law for New Jersey;
- (o) The New Jersey Worker Health & Safety Act;
- (p) The New Jersey Family Leave Act;
- (q) The New Jersey Conscientious Employee Protection Act;
- (r) The New Jersey Public Employment Relations Act (PERC)
- (s) Any anti-retaliation provision of any statute or law;
- (t) Any other federal, state or local, civil or human rights law or any other local, state or federal law, regulation or ordinance, any, provision of any federal state constitution, any public policy, contract, tort or common law, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and litigation costs).
- (u) the Federal or New Jersey Constitution,
- (v) breach of promise, misrepresentation, negligence, fraud, estoppel, defamation, infliction of emotional distress, assault, battery, violation of public policy, discharge without just cause, or other wrongful or constructive discharge,

- (w) Breach of express or implied contract, *quantum meruit* or any similar claim;
- (x) Any claims and/or claims of retaliation under the New Jersey Workers Compensation Act;
- (y) The New Jersey Open Public Records Act; and
- (z) The New Jersey Open Public Meetings Act.

Plaintiff, PATRICK DAWSON, acknowledges that he has twenty-one (21) days to review and consider this Settlement Agreement ("consideration period"), but he expressly, knowingly and voluntarily waives his rights and claims under the Age Discrimination in Employment Act ("ADEA") (29 U.S.C. § 621, *et seq.*) and his execution of this Settlement Agreement prior to the expiration of that time period constitutes an express waiver of the consideration period. Plaintiff, PATRICK DAWSON, acknowledges that he has seven (7) days from the date of execution of this Agreement to rescind this Agreement by giving clear, written notice signed by him to legal counsel for Defendant.

5. Mutual Consideration and Release:

As partial consideration for the Release provided by the Plaintiff in the paragraphs above, the Defendant agrees to release and give up any and all claims which it may have against the Plaintiff from anything which has happened regarding the Plaintiff and his former employment with the Defendant up to the date of the full execution of this Agreement.

6. Waiver of Arbitrations, Grievances and all other related claims:

Plaintiff confirms and warrants that personally and for his estate and/or his heirs, he expressly waives, releases and gives up any and all claims, demands, obligations, damages, liabilities relating to any grievances, arbitrations and any and all other related internal claims which he may have filed against the Defendant, which are pending presently or which may be filed in the future in connection with his employment and/or interactions with the Defendant.

Plaintiff specifically gives up all other such claims and makes clear that the release of such claims is essential to the assent of the Defendant to the terms and conditions of this Agreement.

7. No Claims Permitted/Covenant Not To Sue:

Plaintiff waives his right to file any charge or complaint on his own behalf and/or to participate as a complainant, a Plaintiff, or charging party in any charge or complaint which may be made by any other person or organization on his behalf, with respect to anything which has happened up to the execution of this Agreement before any Federal, State or Local Court or administrative agency against the Defendant, its employees, agents and representatives except if such waiver is prohibited by law. Should any charge or complaint be filed, Plaintiff agrees that he will not accept any relief or recovery therefrom. Plaintiff confirms that no such charge, complaint or action exists in any forum or form other than the Complaint bearing Docket No. ATL-L-3106-21 and covenant not to file any charge, complaint or action in any forum or form against the

Defendant based upon anything which is encompassed by the terms of this Agreement. Except as prohibited by law, in the event that any such charge, complaint or action is filed by Plaintiff, it shall be dismissed with prejudice upon presentation of this Agreement and Plaintiff shall reimburse the Defendant for the cost, including attorney's fees of defending any such action.

8. Neutral Reference:

In the event any personnel inquiries are made concerning the Plaintiff, the Defendant will provide the Plaintiff's dates of employment service, his position(s) with the School District, and any public educational information.

9. No Future Contact and/or Employment:

Plaintiff recognizes and acknowledges that, to the extent permitted by law, his employment relationship with Defendant is permanently and irrevocably severed and that he is not eligible for rehire or re-employment with the Defendant, the EGG HARBOR TOWNSHIP BOARD OF EDUCATION/EGG HARBOR TOWNSHIP SCHOOL DISTRICT, or any of its affiliates, now or at any time in the future, and hence covenants that at no time will he seek resumed employment or any other remunerative relationship, including without limitation, any form of independent contractor or consultant relationship, with the Defendant, the EGG HARBOR TOWNSHIP BOARD OF EDUCATION/EGG HARBOR TOWNSHIP SCHOOL DISTRICT, or any of its affiliates.

Plaintiff further agrees and warrants that he will not apply to, or seek out employment with, Defendant, the EGG HARBOR TOWNSHIP BOARD OF EDUCATION/EGG HARBOR TOWNSHIP SCHOOL DISTRICT, or any of its affiliates, at any time after the effective date of this Agreement.

10. No Cooperation/Participation:

Plaintiff covenants and agrees that he will not provide information or consulting advice or counsel to, or otherwise cooperate with or assist in any manner, any entity or person, including, but not limited to, any employee or former employee of the Defendant asserting, or seeking to assert any cause of action, charge for any claim whatsoever against the Defendant unless compelled to do so by force of law or subpoena, with respect to any matter that is the subject of this action.

11. Attorney's Fees and Costs:

Plaintiff agrees that he will bear his own costs and attorney's fees which have been incurred in connection with the within matter and in connection with the negotiation and preparation of this Settlement Agreement and General Release and that no amounts, other than the payment to be made pursuant to paragraph 1 of this Settlement Agreement and General Release, shall be sought by or owed to Plaintiff or his attorneys in connection with this matter, and that no monies shall be sought by Defendant from Plaintiff.

12. Entire Agreement:

This Settlement Agreement and General Release contains the sole and entire agreement between the parties hereto and fully supersedes any and all prior agreements and understandings pertaining to the subject matter hereof. Plaintiff represents and acknowledges that, prior to executing this Release and Settlement Agreement, he consulted his attorney, that he had ample time to do so, that he obtained the advice of counsel

prior to making the decision to execute the Settlement Agreement and General Release, and that he had not relied upon any representation or statement not set forth in this Release and Settlement Agreement made by any other party thereto, or their counsel or representatives, with regard to the subject matter of this Settlement Agreement and General Release. No other promises or agreements shall be binding unless in writing, signed by the Plaintiff and/or the parties hereto and expressly stated to represent an amendment to this Settlement Agreement and General Release.

13. Severability:

Plaintiff agrees that if any court declares any portion of this Release and Settlement Agreement unenforceable, the remaining portions shall be fully enforceable.

14. Applicable Law:

This Release and Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. Plaintiff agrees that any action to enforce or interpret this Settlement Agreement and General Release shall only be brought in a Court of competent jurisdiction in the State of New Jersey, which the Plaintiff hereby acknowledges and agrees to be the Superior Court of New Jersey.

15. Liens Generally - Indemnity and Hold Harmless:

The parties intend to comply with the Medicare Secondary Payer Act (42 U.S.C. §1395y) and to protect Medicare's interests, if any, in this settlement. The Plaintiff understands and agrees that as used herein, the term "Medicare" includes Medicare Part A (Hospital Insurance), Medicare Part B (Medical Insurance), Medicare Part C (Medicare Advantage Organizations) and Medicare Part D (Prescription Drug Insurance). Plaintiff has not been identified as Medicare recipient and the Plaintiff hereby expressly represents and warrants that Medicare has not made any payments to or on the Plaintiff's behalf as a result of or in any way related to the injuries alleged in the Claim.

The Plaintiff acknowledges, however, that if Plaintiff received benefits that have or may have been paid by an insuring entity affording benefits payable for medical care and/or treatment, as further consideration and inducement for this settlement, Plaintiff agrees to defend, indemnify, protect and hold harmless Defendant from any and all liens, rights of subrogation, indemnification claims, contribution claims, defense claims, losses, liability, actions, damages, causes of action, judgments, costs and expenses, including attorney's fees, whatsoever made by or sustained by or arising from any person, corporation, partnership, state or federal government, governmental agency, hospital, or any other medical provider, health care provider, disability or insurance benefits providers, workers compensation carrier, Medicare, Medicaid, or any other entity arising in whole or in part out of the care and treatment, or in any way connected to the care and treatment, provided to the Plaintiff for the injuries alleged in the Claim.

In addition to the Release and Discharge set forth above and in consideration of the payments set forth in this Agreement, the Plaintiff hereby waives any cause of action and/or Private Cause of Action under 42 US Code §1395y (b)(3)(A), and releases and forever discharges Defendant from any obligations, from any claim, known or unknown, arising out of the failure of Defendant to provide for a primary payment or appropriate reimbursement pursuant to 42 US Code §1395y (b)(3)(A).

The Plaintiff agrees to indemnify, defend and hold harmless Defendant for any claim, loss or payment Defendant may suffer, including judgments, verdicts, awards, penalties, attorney's fees and costs, that arise out of the failure to pay any unpaid medical bills or future medical expenses, or to otherwise fail to protect Medicare's interests under the MSP Act which exceed the amounts set forth in the final letters issued by these agencies. The Plaintiff agrees by this Agreement to waive any claims for damages, indemnification and/or contribution from any causes of action of any kind or nature, including but not limited to a private cause of action provided in the Medicare Secondary Payer (MSP) Act, 42 U.S.C. Section 1395y(b)(3)(A), in connection with or arising as a result of the medical care and treatment rendered to the Plaintiff regarding the injuries alleged in the Claim.

It is understood and agreed that Claimant/Plaintiff, PATRICK DAWSON, will provide Defendant and its insurer all of the information noted below and all information required for Defendant/Insurer to properly report this claim to Medicare pursuant to 42 U.S.C. 1395y(b)(8). Plaintiff further agrees that Defendant/Insurer will provide the information below and all information required under 42 U.S.C. 1395y(b)(8) to The Centers for Medicare and Medicaid Services pursuant to The Medicare, Medicaid and SCHIP Extension Act of 2007.

Full Name as it appears on your
Social Security Card

Patrick Gordon Dawson

Social Security Number

[REDACTED]

Address

[REDACTED]

Date of Birth

[REDACTED]

Medicare Beneficiary Identifier
(MBI)

[REDACTED]

(If none so state)

Gender

Male

In accordance with New Jersey regulation [N.J.A.C. 11:2-17.11 (2016)], the insurers are required to inform the Plaintiff when a payment has been sent to his attorney, if applicable. Please provide your email address below so that we may comply.

Email address

[REDACTED]

16. All Other Liens, Indemnity and Hold Harmless:

Plaintiff agrees and represents that any and all Social Security, hospital, medical insurance coverage subrogation claims and/or any and all other types of liens or interest that are and/or could be claimed by any person and/or entity, will be fully paid, satisfied and released from the

settlement proceeds paid herein, or that the settlement proceeds will be held in trust, unless and until such time as said liens and/or claims have been fully paid, satisfied or released.

In this regard, Plaintiff, PATRICK DAWSON, agrees to indemnify and hold harmless the Defendant, any and all of their insurance carriers, attorneys and all others in privity with them, from any cause of action, including, but not limited to, an action to recover or recoup welfare or related benefits, or to recover outstanding liens as described above which may be applicable to, or are sought to be applied to, any aspect of this settlement.

17. Retrieving personal property:

Plaintiff will be permitted, to pick up his personal property, if any, from the Defendant on a mutually-convenient date and time, accompanied by a member of the Defendant's Administration to be designated, which will be no later than thirty (30) days from the effective date of this Agreement.

18. Strict Adherence:

The failure of the parties to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement.

19. No Assignment:

No party to this Agreement may assign any of its benefits or delegate any of its duties thereunder without the express written consent of all other parties evidenced by a duly authorized and executed written instrument.

20. No Waiver of Breach:

The waiver of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach.

21. Effective Date:

This Settlement Agreement and General Release will become effective on the date on which the parties have executed this Settlement Agreement and General Release.

BY SIGNING THIS AGREEMENT, PATRICK DAWSON, STATES THAT:

- a). HE HAS READ IT;
- b). HE UNDERSTANDS IT AND KNOWS THAT HE IS GIVING UP IMPORTANT RIGHTS, AND THAT HE IS GIVING UP ANY SUCH RIGHTS OR CLAIMS IN EXCHANGE FOR A PAYMENT TO WHICH HE WAS NOT ALREADY ENTITLED;

- c). HE AGREES TO ABIDE BY ALL OF HIS OBLIGATIONS IN SAID AGREEMENT;
- d). HIS ATTORNEY NEGOTIATED THIS SETTLEMENT AGREEMENT AND RELEASE WITH HIS KNOWLEDGE AND CONSENT;
- e). HE HAS BEEN ADVISED TO CONSULT WITH HIS ATTORNEY PRIOR TO EXECUTING THIS SETTLEMENT AGREEMENT AND RELEASE, AND HAS IN FACT DONE SO;
- f). HE HAS SIGNED THIS SETTLEMENT AGREEMENT AND RELEASE KNOWINGLY AND VOLUNTARILY.

PLEASE READ CAREFULLY. THIS AGREEMENT HAS IMPORTANT LEGAL CONSEQUENCES.

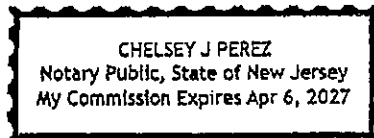
By: Patrick G. Dawson
PATRICK DAWSON
[Signature]
WITNESS

DATED: 5-16-23

STATE OF NEW JERSEY, COUNTY OF Camden; ss.

I CERTIFY that on May 16th 2023, 2023, Patrick G. Dawson personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

is named in and personally signed this document; and signed, sealed and delivered this document as his or her act and deed.



Chelsey J. Perez
Notary Public

My Commission Expires: 4-6-2027

DATED: 5/16/23

By: Barbara Szilagyi
PRESIDENT OF EGG HARBOR TOWNSHIP BOARD
OF EDUCATION OR HIS/HER DESIGNEE

DATED: 5/16/23


WITNESS

Prepared by:

Richard L. Goldstein, Esq.

MD MARSHALL
DENNEHEY

15000 Midlantic Drive • Suite 200

P.O. Box 5429

Mount Laurel, NJ 08054

(856) 414-6000

OPRA REQUEST RESPONSE

Name	Title/Position	Most Recent Annual Salary	Length of Service	Date of Separation	Reason for Separation
Patrick Dawson	Custodian	\$44,546	3 Years	5/17/2023	Resignation