

GENERAL RELEASE

1. For good and valuable consideration in the amount of Three Hundred Seventy Five Thousand Dollars (\$375,000.00) (the "settlement sum"), and other sufficient consideration stated below, and intending to be legally bound hereby, Dr. THOMASINA JONES, her agents, attorneys, personal representatives, beneficiaries, heirs, successors and assigns (collectively referred to as "Jones" or "plaintiff"), hereby releases and forever discharges the CITY OF BRIDGETON BOARD OF EDUCATION and ANGELIA EDWARDS, its past, current and future board of education members, officers, directors, trustees, board of trustees/directors, shareholders, partners, members, administrators, employees, agents, attorneys, personal representatives, insurance carriers including but not limited to SUMMIT RISK SERVICES, parent, affiliated and/or subsidiary companies, predecessors, successors and assigns (collectively referred to as "Defendant") from any and all claims, demands, damages, sums of money, costs, expenses, attorneys' fees, actions, rights, causes of action, agreements, promises, obligations or liabilities of any kind whatsoever, whether known or unknown, fixed or contingent, suspected or unsuspected, which Jones ever had, now has or hereafter can, shall or may have against any of them for or upon any matter, cause or thing whatsoever from the beginning of the world to the day and date of this Release, including, but not limited to each claim or matter which was asserted or which could have been asserted by Jones relating to her employment with the Defendant and all claims/causes of action which were asserted or which could have been asserted by Jones in her lawsuit filed in the Superior Court of New Jersey, Docketed as No. CUM-L-110-19 and in the Commissioner of Education for the State of New Jersey, Docketed as OAL: EDU 06616-2019 S and/or for any other reason whatsoever (hereinafter the "claims").

2. The settlement sum will be paid as follows: \$375,000.00 to "Dr. Thomasina Jones and Gemmel Todd & Merenich, P.A" within ten (10) calendar days of receipt of an executed version of this Release. Jones shall supply Defendant with a typed IRS Form W-9 in conjunction with the Settlement Payment to be made by Defendant. Jones shall be issued an IRS Form 1099 in connection with the payment. Except as otherwise provided herein, Jones agrees to be solely responsible for and legally bound to make payment of the taxes which any taxing authority determines are owed by Jones on the payments noted above. In the event that any claim is made against Jones for taxes, penalties and/or interest due with respect to the payments noted above, except as otherwise provided within this Agreement, Jones agrees to indemnify and hold Defendant harmless against any liability for such taxes, penalties and/or interest which may be due as a result of Jones failure to pay appropriate taxes on such payments. Nothing herein shall be construed to render Jones responsible for any employment taxes, insurance or related payments subsequently determined to be the sole responsibility of the Defendant.

Plaintiff and/or her counsel shall cause to be filed with the Court any and all required documents to withdraw and/or dismiss the claims with prejudice and without costs. Jones understands and agrees that she would not otherwise be entitled to the consideration provided to her as set forth in paragraph above and that her Release of Defendant includes, but is not limited

to, any claims which have been asserted or could have been asserted now under any Federal, State or Local Laws or Ordinances as amended, including, but not limited to, any claims under Title VII of the Civil Rights Act of 1964, The Civil Rights Act of 1991, 42 U.S.C. §2000(e) et seq. ("Title VII"), 42 U.S.C. §1981, 42 U.S.C. §1983, The Americans with Disabilities Act, 42 U.S.C. §12,101 et seq. ("ADA"), The Age Discrimination in Employment Act, 29 U.S.C. §621 et seq. ("ADEA"), all applicable New Jersey Statutes governing discrimination in employment, defamation, overtime compensation, the Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq ("CEPA"), the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq ("NJLAD"), The New Jersey Civil Rights Act, N.J.S.A. 10:6-2 et seq ("NJCRA"), the New Jersey Family Medical Leave Act, N.J.S.A. 34:11B-1, et seq ("NJFMLA"), The Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq. ("ERISA"), The Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA"), The Equal Pay Act, 29 U.S.C. § 206(d)(1) ("EPA"), The Family and Medical Leave Act, ("FMLA") any and all Employee/Whistle blower Protection Acts, any applicable Local Ordinance, any contracts between Jones and the Defendant including but not limited to any claims arising from any tenure rights which may have accrued in in Plaintiff's employment with Defendant, all claims for breach of the covenant of good faith and fair dealing and any other law or right created by statutes, regulation or common law now or hereafter recognized, of any nature whatsoever and all claims for counsel fees and costs. Jones understands that by signing this Release, she foregoes any and all rights to sue Defendant and/or to pursue appeals from any adverse judgment for any cause or liability arising on or before the date of this Release for retaliation, race, gender, age, national origin, disability and/or religious discrimination, hostile work environment, sexual harassment, sexual orientation, gender stereotyping any claims under applicable New Jersey laws or ordinances, Title VII, ADA, ERISA, FLSA, EPA, CEPA, NJLAD, NJCRA, NJFMLA, FMLA, whistle blower and/or employee protection statutes, retaliation, contract, tort, defamation, invasion of privacy, negligence and for any other reason whatsoever. Jones covenants that, as of the date of her execution of this Release/Agreement, other than any injury which she has already disclosed which includes emotional distress and anxiety with medical and psychological treatment for same, she does not suffer from any injury or illness related to her employment with Defendant, including any injury compensable under the Workers Compensation Act and that her earning capacity is not impaired by any work-related injury or illness. However, notwithstanding the provisions of this paragraph, it is understood and agreed that Jones is not waiving ordinary claims for accrued and vested benefits under any applicable qualified plan(s).

3. Jones hereby acknowledges that she has been advised in writing to seek the advice of counsel prior to signing this Release and that she has obtained the advice of competent, private counsel to advise her in the negotiation and consummation of this Settlement of the claims. Jones also acknowledges that she has been given a reasonable period of time to review this Release and that she has taken all of the time she needs or wants to review the Release. Accordingly, Plaintiff agrees that she has entered into this Release and Settlement of the claims knowingly and voluntarily.

4. Except for the inclusion of same in the amount referenced in the proceeding paragraphs above, Jones and Defendant shall pay their own expenses, including, without limitation, court costs, legal and expert fees, incurred in the prosecution and defense of the claims and incurred in the negotiation, preparation and execution of the Release. Jones specifically acknowledges that her case, having been brought on whistle blowing allegations under CEPA, she is not entitled to an award of attorneys' fees as a prevailing plaintiff under CEPA in addition to the Settlement Sum provided in Paragraph One (1). Plaintiff specifically acknowledges the Settlement Sum is inclusive of legal fees and costs in the amount of \$126,132.38 incurred in the prosecution of her CEPA claim.

5. In addition to specifically and unconditionally releasing Defendant from any and all claims which arose up to and including the date of this Release, Jones further acknowledges with respect to her release of claims under the Age Discrimination in Employment Act, as amended, and the Older Workers Benefit Protection Act, as amended, (collectively "ADEA") that:

(a) I have waived my claims knowingly and voluntarily in exchange for the consideration, compensation and benefits provided in accordance with this Release, and that I would not otherwise have been entitled to such consideration, compensation and benefits.

(b) I am advised by this Section 5(b) by Defendant to consult with an attorney in connection with this Release and before signing the Release and I have consulted with my attorney of choice.

(c) I have been given a period of a full twenty-one (21) days to review and consider signing the original version of this Release. I understand and acknowledge that I am not required to use that full 21-day period before signing this Release, and that if I elect to sign the Release in less than that time, I do so voluntarily in order to obtain the benefits of the Release sooner.

(d) I understand that I may revoke my waiver of claims under the ADEA for a period of seven (7) days following the date I sign this Release and that my waiver of ADEA claims will not become effective until the seven-day revocation period has expired.

(e) If I revoke my waiver of ADEA claims in accordance with Section 5(d) above, I will not be entitled to any of the compensation or consideration detailed herein in accordance with the Release.

(f) I acknowledge and understand that Defendant agrees that the Release provided by me does not include a release for claims under the ADEA for employment matters arising after the date I sign the Release.

(g) I acknowledge and agree that this Release complies in all respects with Section 7(f) of the ADEA, that is, the waiver provisions of the Older Workers Benefit Protection Act.

6. Jones affirmatively acknowledges and warrants that she has not filed any other complaint or claim against the Defendant with any local, state or federal court regarding her employment

with the Defendant and that she will not do so in the future unless it is based on an alleged breach of this Agreement or for any conduct of Defendants which may take place after the execution of this Agreement. Jones understands that nothing in this Release bars her from assisting in an investigation of a charge or complaint of unlawful employment discrimination by an Agency. If any Agency or court has now assumed or later assumes jurisdiction of any complaint or charge on behalf of Jones against the Defendant, Jones will disclaim entitlement to any relief for her personal benefit or the benefit of her heirs or assigns.

7. This Release will not become effective or be enforceable, and Jones will not be entitled to any compensation, consideration or benefits as detailed herein, until Jones has provided this signed Release to Defendant's counsel, the seven-day revocation period has expired and Jones has not revoked this Release during the seven-day revocation period. To be effective, any such revocation must be in writing and delivered to Albert Marmero, Esquire -GRACE MARMERO & ASSOCIATES, 44 Euclid Street, Woodbury, NJ 08096; by the close of business on the seventh day after signing the Release, and such revocation must expressly state Jones's intention to revoke such Release. If Jones revokes this Release, she will not be entitled to any compensation, consideration or benefits detailed in this Release. If Jones does not timely revoke such Release, the eighth day following her signing of the Release shall be deemed the "Effective Date" of the Release. Jones acknowledges and agrees that this Agreement is subject to a vote of approval by the Defendant's Board of Education.

8. It is agreed and understood that the merits, claims and any allegations of the parties and all other matters which have or might have existed as of the date of the filing of Jones's Complaint or have been asserted under any federal, state or local law, decision, ordinance, regulation or contract remain disputed, and the agreement to resolve or settle any disputes or the claim is made on the understanding that in entering a settlement no party concedes the merits of the other party's claims or defenses. Accordingly, the agreement to settle the claim constitutes a compromise and shall not be construed as or offered in any forum or proceeding as evidence of any admission of or acknowledgment of liability or fault of Defendant. Further, it is specifically understood that Defendant denies any and all liability or violation of law in connection with any of the aforesaid claims or matters, or any other matters involving or implicating Jones.

9. Jones affirms she is not a Medicare or Medicaid Beneficiary (defined as any claimant for whom Medicare has paid Conditional Payments for the treatment of injuries arising out of or related to the Released Matters) as of the date of this Agreement and no conditional payment has been made to or in his/her behalf by Medicare or Medicaid. Jones further represents that she is not enrolled in a Medicare program and was not enrolled at the time of her employment or anytime thereafter through the date of this Agreement. Jones further represents and warrants that no Medicaid payments have been made to or on behalf of Jones and that no liens, claims, demands, subrogated interests, or causes of action of any nature or character exist or have been asserted arising from her employment with Defendant. Jones further agrees that she, and not Defendant

shall be responsible for satisfying all such liens, claims, demands, subrogated interests, or causes of action that may exist or have been asserted or that may in the future exist or be asserted.

It is understood and agreed that the information provided below will be provided 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:**

Social Security Number:

Thomasina Jones

Address:

Date of Birth: 7/24/43

**Medicare Health Insurance Claim
Number (HICN) (if applicable):**

Gender:

Female

10. This Release shall be governed by and construed in accordance with the laws of the State of New Jersey with the exception of its choice of law principles, and except as preempted by federal law. Should any provision of this Release be determined by any court to be illegal, invalid or unenforceable, the validity of the remaining parts, terms or provisions shall not be effected and the illegal, invalid or unenforceable part, term, or provision will be deemed not to be a part of this Release. The language of all parts of this agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties hereto.

11. While the settlement sum is not classified as a tenure buy out but instead a release of all Plaintiff's claims as described above, Jones agrees that she shall not, at any time in the future, seek, nor accept, any matter of employment with the Bridgeton Board of Education. Jones agrees that she is waiving and relinquishing any and all tenure rights for which she had attained while employed with Defendant for any and all positions including but not limited to Superintendent and Assistant Superintendent. Defendant waives any contractually and/or legally required notice period for Jones to end her employment with Defendant. Jones also agrees that she is waiving, and releasing the City of Bridgeton Board of Education from, any and all claims related to accrued sick time and vacation time, if any.

12. It is further understood that the terms of this settlement and release shall not be affirmatively disclosed to any person or entity unless as otherwise required by law. This requirement shall not prohibit the parties from disclosure to their accountants, financial advisors, and/or attorneys. Jones agrees that neither she nor her spouse, partner, immediate family members,

dependents, heirs, executives, administrators, predecessors, successors, assignees, attorneys, or representatives will publish, publicize or disseminate, or cause to be published, publicized or disseminated, to the news, social media, communications media or any agent thereof, or to any online/internet based forum, or to any employees, friends or any other third party, any of the following: the amount of the Settlement Payment described herein, any offers or counteroffers leading to the Settlement Payment, and/or any of the terms or conditions of this Agreement. The only exception to this Paragraph 12 is that Jones may share the amount of the Settlement Payment with her spouse, attorney and/or tax preparer for tax purposes.

13. Jones acknowledges that this Agreement may be subject to disclosure pursuant to New Jersey's Open Public Records Act and that Defendant has no legal authority to negotiate or bargain away any of the statutory requirements of the Open Public Records Act. Jones acknowledges and agrees that whether or not Defendant is required to disclose this Agreement pursuant to the Open Public Records Act in no way diminishes Jones's obligations pursuant to Paragraph 12.

14. Defendant agrees that, if contacted by any third party for a reference, Defendant shall only provide Jones's dates of employment, positions held and salary information. Jones shall refer all third parties seeking reference checks to Defendant's Superintendent.

15. Jones agrees not to defame, disparage, or demean Defendant in any manner whatsoever to third parties including, but not limited to print media, electronic media, television, radio and public social networking websites. Jones further agrees that she will not take any action to impair the good will, business reputation, or good name of Defendant. Similarly, Defendant agrees not to defame, disparage, or demean the Jones to third parties in any manner whatsoever. Mutual non-disparagement

16. This Release may be signed in counterparts and each of which shall be considered an original for all purposes, and all of which taken together shall constitute one and the same written agreement.

17. Entire Agreement. This Agreement represents the sole and entire agreement between the Parties. This Agreement supersedes all prior agreements, representations or understandings, oral or written, express or implied, with respect to the subject matter hereof.

18. Modification and Waiver. No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

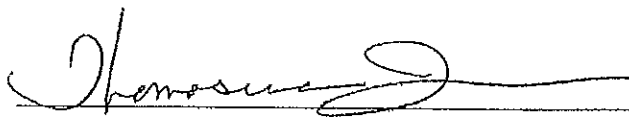
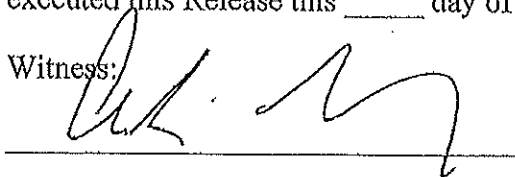
PLEASE READ THIS AGREEMENT AND CAREFULLY CONSIDER ALL OF ITS PROVISIONS BEFORE SIGNING IT. THIS AGREEMENT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS, INCLUDING THOSE UNDER THE EQUAL PAY ACT, WHISTLE BLOWER AND EMPLOYEE PROTECTION ACTS, THE

FEDERAL AGE DISCRIMINATION IN EMPLOYMENT ACT, FEDERAL ANTIDISCRIMINATION LAWS, THE FAIR LABOR STANDARDS ACT, THE FAMILY AND MEDICAL LEAVE ACT, STATE OVERTIME COMPENSATION LAWS, THE NEW JERSEY LAW AGAINST DISCRIMINATION, THE CONSCIENTIOUS EMPLOYEE PROTECTION ACT, THE NEW JERSEY CIVIL RIGHTS ACT, THE NEW JERSEY FAMILY MEDICAL LEAVE ACT AND OTHER FEDERAL, STATE AND LOCAL LAWS PROHIBITING DISCRIMINATION, HARASSMENT, DISCRIMINATION IN PAYMENT OR COMPENSATION OR DISCHARGE FROM EMPLOYMENT.

JONES FURTHER STATES THAT SHE IS SIGNING THIS RELEASE COMPLETELY WILLINGLY AND VOLUNTARILY AND THERE IS NO MEDICAL OR OTHER CONDITION THAT WOULD PREVENT HER FROM DOING SO. NO ONE HAS DONE ANYTHING TO FORCE OR PRESSURE HER TO SIGN THIS RELEASE. IF SHE ASSERTS OTHERWISE IN THE FUTURE SHE WILL NOT THEN BE TRUTHFUL.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned has executed this Release this _____ day of October 2019.

Witness:



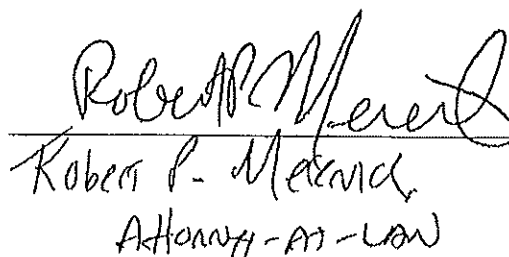
Dr. Thomasina Jones

STATE OF New Jersey :

SS.:

COUNTY OF Atlantic :

I CERTIFY that on October 9, 2019, Thomasina Jones came before me and acknowledged under oath, to my satisfaction, that this person is named in and personally signed this document and signed, sealed and delivered this document as his/her act or deed.



Robert P. Merenda
Attorney-at-Law

