

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement," "Settlement" and/or "Release") is being entered into among and between MONIKA VAKULCHIK ("Vakulchik" or "Releasor") and DUNELLEN SCHOOL DISTRICT BOARD OF EDUCATION ("Dunellen") (collectively "Releasees"). Vakulchik and Dunellen shall be collectively referred to herein as the "Parties."

WHEREAS, by way of employment contract Vakulchik was employed by Dunellen; and

WHEREAS, Vakulchik's employment with Dunellen continues to the present; and

WHEREAS, Vakulchik initiated litigation against Dunellen, alleging, amongst other things, violation of the Conscientious Employee Protection Act, and Law Against Discrimination, in a lawsuit captioned **Monika Vakulchik v. Dunellen Board of Education**, in the Superior Court, Middlesex Vicinage, New Jersey, Docket No.: MID-L-6351-20 (hereinafter referred to as "The Lawsuit"); and

WHEREAS, the Parties wishing to resolve The Lawsuit initiated by Vakulchik in the interest of the public without the need for further litigation, and all of Vakulchik's claims and potential claims against Releasees, hereby stipulate to settle same, subject to the terms and conditions set forth herein; and

WHEREAS, the meaning, effect and terms of this Agreement have been fully explained to Vakulchik, who understands that this Agreement settles, bars, and waives any and all claims that she could possibly have against Dunellen as of the date of this Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises, covenants, agreements and representations contained herein, the legal sufficiency of which is acknowledged by the Parties, and intending to be legally bound hereby, the Parties agree as follows:

1. **Settlement**. Vakulchik agrees, upon execution of the within Settlement Agreement and General Release by the Parties, that she will voluntarily dismiss The Lawsuit with prejudice.

2. **Consideration for Release of Claims**. Within thirty (30) days of Board approval of this Agreement, DUNELLEN, or its agent, shall remit payment in the total sum of \$195,000 (One Hundred Ninety Five Thousand dollars), in full payment for this Release, as follows:

(a) A payment to Vakulchik and her attorney David H. Kaplan, Esq. in the amount of \$195,000.00, payable to "The Trust Account of David H. Kaplan, Esq.," from which no taxes or withholdings will be held. This payment is subject to 1099 tax treatment. The insurance carrier will issue an IRS Form 1099 to Vakulchik for the payment referred to in this Subparagraph. Payment is attributed solely to emotional distress and not economic damages.

It is expressly understood and agreed by the Parties that Releasees do not represent or guarantee that payroll, wage or other income taxes should not be paid on the proceeds of the settlement. Releasor agrees to indemnify and hold Releasees, Releasees' counsel and Releasor's counsel harmless for any withholding taxes owed by Releasor

resulting from the receipt of the settlement payment, as well as for any interest and penalties assessed against and/or paid by Releasor to any governmental tax entity by virtue of an adjudication by that entity reclassifying all or any portion of this settlement amount as a wage rather than a non-wage payment.

3. Benefits. This Release does not waive Releasor's vested rights under any applicable retirement plans, including but not limited to, pension benefits.

4. No Admissions. The Parties agree that this Settlement, including Dunellen's approval of the same, does not constitute an admission of liability or wrongdoing by either party.

5. Vakulchik's General Release of Claims. In consideration for Releasees' promises and representations made herein, Vakulchik, individually and on behalf of her heirs, representatives, immediate family members (including but not limited to her spouse and children), agents, successors and assigns, hereby releases Releasees, its parents, board members, subsidiaries, shareholders, directors, officers, employees, agents, attorneys, insurers, affiliates, predecessors, successors, assigns, heirs, and all persons acting by, through, under or in concert with any of them (collectively, the "**Released Parties**"), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses, and from any claims of any nature whatsoever, known or unknown, which Vakulchik now has, claims to have, owns, holds or which Vakulchik at any time heretofore had, held, or claimed to have based on events occurring through the date of execution of this Agreement, to the fullest extent allowed by law. This Release includes, without limitation, claims arising under 42 U.S.C. § 1983, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family Medical Leave Act, the National Labor Relations Act, the Employee Retirement Income Security Act (save for claims related to vested benefits, which are exempted from this release), the Equal Pay Act, the New Jersey Law Against Discrimination, the New Jersey Conscientious Employee Protection Act, the New Jersey Workers' Compensation Act, as well as any other federal, state, local, or municipal statute, ordinance or regulation that prohibits improper discrimination, harassment or retaliation in the workplace or otherwise relates to or regulates employment relationships. In addition, this Release extends to and covers claims for tortious conduct or breach of express or implied contract, including wrongful discharge, breach of covenant of good faith and fair dealing, intentional or negligent infliction of emotional distress, negligence, misrepresentation, fraud, detrimental reliance, promissory estoppel, defamation, invasion of privacy, breach of laws governing safety in the workplace, loss of consortium, or any claims under federal, state, and local statutory and common law relating in any manner whatsoever to Vakulchik's employment with Dunellen. Vakulchik represents and warrants that she has not sold, assigned, transferred, conveyed or otherwise disposed of any claim, demand or cause of action, including any claim for attorney's fees, against the Released Parties that relate to the matters stated above.

6. Liens. It is further understood that as a condition of this settlement, all claims and/or liens, past, current and/or future arising out of this Settlement or asserted against the proceeds of this Settlement are to be satisfied by Releasor and/or her attorney(s), including but not limited to any Child Support Judgment liens, Medicare or Medicaid claims and/or liens, Worker's Compensation claims and/or liens, Social Security claims and/or liens, hospital/healthcare insurer

claims and/or liens, physician or attorney claims and/or liens, or any of the statutory, equitable, common law or judgment claims and/or liens, including but not limited to claims based on subrogation or any other legal or equitable theory. Releasor therefore agrees, upon prompt presentation of any such claims and/or liens, to defend Releasees against any such claims and/or liens, and to indemnify and hold Releasees harmless against any judgment entered against Releasees based on such claims and/or liens, including the payment of any fines, charges and attorney's fees incurred as a result of any such lien. Failure to satisfy any such lien shall be considered a breach of this Agreement and Releasor agrees to pay all costs, interest and attorney's fees relative to any such lien.

7. Public Interest Served. The within Settlement will serve the public interest, eliminating additional litigation costs and expenditure of resources.

8. No Other Legal Action by Vakulchik. Vakulchik confirms that, other than The Lawsuit described on page 1 of this Agreement, she does not have any charge, complaint or action pending in any forum or form against any of the Released Parties as of the date of hereof. Further, Vakulchik covenants and agrees not to bring any charge, complaint, action, suit, or administrative proceeding in any forum before any federal, state, or local administrative agency or in any federal, state or local court against any of the Released Parties for any actions that could or did arise or accrue prior to and including the date of this Agreement. This covenant extends to, but is not limited to, proceedings to negate, modify or reform this Agreement, though nothing in this paragraph is intended to limit Vakulchik from instituting legal action for the sole purpose of enforcing Releasees' obligations to her under this Agreement. Further, nothing in this paragraph is designed to interfere with or limit Vakulchik's protected rights to file a charge with or participate in an investigation by or proceeding before the Equal Employment Opportunity Commission or any similar state or local commission that investigates and enforces anti-discrimination laws. Nonetheless, Vakulchik understands that, by signing this Agreement, she waives any rights she may have to recover money or other relief in any lawsuit or proceeding she brings, or that is brought on her behalf, by any agency or third party against any of the Released Parties based on events arising out of or relating to her employment with DUNELLEN through the date of this Agreement. Except where otherwise permitted under this paragraph, Vakulchik agrees that any action she may file against any of the Released Parties based on events that transpired on or before the effective date hereof shall be dismissed with prejudice upon presentation of this Agreement.

9. Confidentiality. Vakulchik shall keep this Agreement and all of its terms, amounts, and the facts giving rise hereto completely confidential in accordance with existing law and shall not hereafter disclose any information concerning this Agreement or its subject matter or terms to any person other than he spouse, attorney or accountants, or as otherwise required by law.

Although the Parties may have agreed to keep this settlement and underlying facts confidential, such a provision in an agreement is unenforceable against the employer

if the employee publicly reveals sufficient details of the claim so that the employer is reasonably identifiable.

10. Non-Disparagement. Vakulchik agrees that to the extent permitted by law, including but not limited to, N.J.S.A. 10:5-12.8., not to make, publicly or privately, through any media or medium (including, without limitation, comments on social media networking sites), any disparaging or derogatory remarks or otherwise make statements that could injure the business or reputation of any of the Released Parties Vakulchik and Releasees agree not to defame or disparage the other with respect to any matter arising out of the employment relationship or The Lawsuit in the past and in the future.

11. Acknowledgement and Right to Revoke. By his signature below, Vakulchik acknowledges that, in addition to all other claims outlined in Paragraph 5, she is knowingly and voluntarily waiving and releasing any rights she may have under the Age Discrimination in Employment Act ("ADEA"). By her signature below, Vakulchik also acknowledges that the consideration given for the waiver and Release is in addition to anything of value to which she was already entitled. By her signature below, Vakulchik further acknowledges that she has been advised by this writing, as required by the Older Workers' Benefit Protection Act, that: (a) his waiver and Release does not apply to any rights or claims that may arise after the effective date of this Agreement; (b) she should consult with an attorney prior to executing this Agreement; (c) she has twenty-one (21) days to consider this Agreement (although she may by his own choice execute this Agreement earlier); (d) she has seven (7) days following the execution of this Agreement to revoke the Agreement; and (e) this Agreement shall not be effective until the date upon which the revocation period has expired.

12. Entire Agreement. This Agreement sets forth the entire agreement between Vakulchik and Releasees. All other prior agreements between the Parties are hereby terminated and shall have no other force or effect. Vakulchik acknowledges and agrees that Releasees have not made any promises to her other than those set forth in this Agreement. This Agreement may be modified only upon an express written agreement between the Parties. The language 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.

13. Assent to Terms. The Parties hereby acknowledge that they have entered into this Agreement with a full understanding of their rights and obligations and that they were fully informed of the implications of this Agreement by their respective attorneys, if any, and they do so without duress, of their own free will and volition.

14. Disputes. The validity, performance, construction, and effect of this Agreement shall be governed by the substantive laws of the United States and the State of New Jersey. The Superior Court of New Jersey shall retain jurisdiction to implement and enforce the Agreement and its terms.

15. Severability. The invalidity or unenforceability of any provision of this Agreement, whether in whole or in part, shall not in any way affect the validity or enforceability of any other provision contained herein.

16. Counterparts; Exchange by Electronic Means. This Agreement may be executed in counterparts, which shall be taken together as the entire agreement of the Parties hereto. This Agreement may also be exchanged by the Parties via electronic mail for the purposes of securing signatures and will be fully enforceable as an original document.

VAKULCHIK ACKNOWLEDGES THAT SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND IS ENTERING INTO IT KNOWINGLY AND VOLUNTARILY AND NOT AS A RESULT OF ANY PRESSURE, COERCION OR DURESS.

VAKULCHIK AGREES THAT SHE HAS HAD A REASONABLE AND SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH COUNSEL, AND THAT SHE HAS FULLY DISCUSSED AND REVIEWED THE TERMS CONTAINED IN THIS AGREEMENT WITH COUNSEL PRIOR TO EXECUTING IT, OR HAS FREELY CHOSEN NOT TO DO SO.

VAKULCHIK FURTHER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT CONTAINS A GENERAL RELEASE OF CLAIMS AS TO ALL RELEASED PARTIES, AND THAT THIS AGREEMENT SETTLES, BARS, AND WAIVES ANY AND ALL CLAIMS THAT SHE HAS OR COULD POSSIBLY HAVE AGAINST THE RELEASED PARTIES THROUGH THE DATE OF THIS AGREEMENT AS SET FORTH HEREIN.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, and intending to be legally bound, the Parties agree to the terms of this Agreement.

MONIKA VAKULCHIK

Monika Vakulchik

Dated: 08/08/23

DUNELLEN BOARD OF EDUCATION

Isaias Noel Gendrano

NAME: Isaias Noel Gendrano

TITLE: Board President

Dated: 07 SEP 2023