

REDACTION KEY

List of all records responsive to OPRA request (include the number of pages for each record).	List of all records provided, <u>with redactions</u> , or denied in their entirety.	If records are disclosed with redactions, give a general nature description of the redactions.	If records were denied in their entirety, give a general nature description of the record.	List the legal explanation and statutory citation for the denial of access to records in their <u>entirety</u> or <u>with redactions</u> .
<u>Example:</u> Settlement Agreements responsive to your request.	Settlement Agreements were provided with redactions.	Redactions were made only to the Plaintiff's names and the names of employees.	N/A	<u>N.J.S.A. 47:1A-1</u> "Information which the public agency has a responsibility and an obligation to safeguard from public access a citizen's personal information with which it has been entrusted when disclosure thereof would violate the citizen's reasonable expectation of privacy." See <i>Burnett v. Cnty. of Bergen</i>, 198 N.J. 408 (2009) <u>N.J.S.A. 47:1A-1.1</u> Information generated by or on behalf of public employers or public employees in connection with: a. Any sexual harassment complaint filed with a public employer; Information which is to be kept confidential pursuant to court order.

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made this _____ of July, 2019, by and between [REDACTED] or "Plaintiff") and the Toms River Board of Education ("Board" or "Defendant Board") and [REDACTED] ("Defendant [REDACTED]") (Plaintiff and Defendants are sometimes hereinafter collectively referred to as the "Parties" and each may be referred to severally as a "Party").

WHEREAS, Plaintiff brought an action against Defendants, said action being entitled [REDACTED] v. Toms River Board of Education and [REDACTED], a civil action venued in the Superior Court of New Jersey, Law Division, Monmouth County, bearing Docket No. MON-L-3811-18 (hereinafter "the Action"); and

WHEREAS, Defendants denied the allegations made in the Action in their entirety; and

WHEREAS, the Parties intend to adopt, by way of compromise and accord, without adjudication of any issues of fact or law and without any admission of liability, all claims which were either raised or which could have been raised in the Action, which claims are more fully described below; and

NOW THEREFORE, in consideration of the foregoing and of the mutual agreements contained herein, and intending to be legally bound, the Parties mutually agree as follows:

1. RECITALS

The above recitals are hereby referred to and incorporated by reference.

2. SCOPE OF AGREEMENT

This Agreement sets forth the terms and conditions under which the Parties mutually agree to resolve the following claims:

[REDACTED]

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(a) all claims in the Action including but not limited to all claims, counterclaims, cross-claims and per quod or spousal claims, including any claim against any current or former employee, agent or representative of the Board and specifically including claims for attorneys' fees and costs, which were raised or could have been raised, whether in the Action, by post-judgment motion in the Action or by subsequent action, but expressly excluding any and all third-party claims.

It is the Parties' mutual intention to settle (through this Agreement) all claims as specified in subpart (a) immediately above. As a result, all claims specified in subpart (a) immediately above are hereinafter referred to and defined as "the Settled Claims." The Parties specifically agree that there are no claims which have been raised or could have been raised by them to date against each other in the Action other than the Settled Claims.

The Parties also acknowledge and agree that Plaintiff has an ongoing employment relationship with the Board. The Parties therefore recognize there may be other claims which this Agreement does not resolve, including but not limited to:

(b) claims, if any, under any retirement, pension, earnings or tax sheltered annuity plan in which Plaintiff is a participant;

(c) claims, if any, arising under the New Jersey Workers' Compensation Act which are unrelated to the Action and which may arise after execution of this Agreement;

(d) claims, if any, arising under N.J.S.A. 10:5-12(d) which may arise after the date of this Agreement; and

(e) claims, if any, arising from the breach of this Agreement;

As a result, each of the claims specified in subparts (b) through (e) are specifically excluded from the Settled Claims. Plaintiff is unaware of a factual basis for any such claims at this time.

In full compromise of the Settled Claims and in consideration for the Release as more fully set forth at paragraph 5 below and the Stipulation of Dismissal with Prejudice and Without Costs attached as Exhibit A, the Board will make payment to Plaintiff, for economic reasons due to litigation



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costs and such payment is not and should not in any way be deemed to be an acknowledgment of the validity of the Plaintiff's allegations made in this Action or otherwise to be construed as any admission of liability on the part of either the Board or Defendant [REDACTED], and such payment being in the amount as set forth in paragraph 3 below. [REDACTED] maintains that her claims were legitimate and made in good faith.

3. PAYMENT

Defendant Board shall pay Plaintiff the sum of fifty thousand dollars (\$50,000.00), which payment shall constitute full consideration for the execution of this Agreement and any other documents necessary to resolve and compromise the Settled Claims, with finality and with prejudice. This payment is given in full payment and satisfaction for all alleged damages, without any admission of liability by the Board or Defendant [REDACTED], including, but not limited to, all claims against Defendants for compensatory damages, declaratory relief, injunctive relief, bodily injury, personal injury, emotional distress damages, punitive damages, attorneys' fees and costs allegedly incurred by Plaintiff. The settlement proceeds will be payable from Defendant Board to Plaintiff and a check will be issued in the amount of fifty thousand dollars (\$50,000.00) payable to her, and forwarded to her attorney of record in this Action, for which an IRS Form 1099 with Box 3 checked will be issued to her. The Agreement will be presented to the Board for ratification at its next scheduled meeting. If ratified at the meeting, the Board's representative will execute the agreement promptly and payment will be made will be made within thirty (30) days of full execution of the Agreement. These sums are not salary. As a result, the Board will not make customary payroll deductions and withholdings from these checks. Instead, the Board will issue IRS Form(s) 1099 with Box 3 to the Plaintiff checked and Plaintiff will be solely responsible for paying taxes, if any, due on these sums.



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Defendants make no representations as to the tax consequences of the payments referred to herein and shall assume no responsibility for any tax liability attributed to Plaintiff. Plaintiff agrees to pay any and all taxes found to be owed from the payments made pursuant to this Agreement and to indemnify and hold Defendant Board and Defendant [REDACTED], and their members (including past, present and future), agents, employees, successors, and attorneys, harmless from any claims, assessments, demands, penalties and interest owed, or found to be owed, as a result of any payment made to this Agreement.

Except as otherwise provided in this Agreement, 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 Plaintiff, including but not limited to any Medicare or Medicaid claims and/or liens, Worker's Compensation claims and/or liens, Social Security claims and/or liens, spousal claims, 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, per quod or any other legal or equitable theory. Plaintiff therefore agrees, upon prompt presentation of any such claims and/or liens, to defend Defendant Board and Defendant [REDACTED], and their members (including past, present and future), agents, employees, successors, and attorneys, against any such claims and/or liens, and to indemnify and hold Defendant Board and Defendant [REDACTED], and their members (including past, present and future), agents, employees, successors, and attorneys, harmless against any judgment entered against Plaintiff based on such claims and/or liens, including the payment of any fines, charges and attorneys fees incurred as a result of any such lien. Failure to satisfy any such lien shall be considered a breach of this Agreement and Plaintiff agrees to pay all costs, interest and attorneys fees relative to any such lien.

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4. **NO ADMISSION OF LIABILITY**

This Agreement is a result of a compromise and accord to buy the Parties' peace. It is expressly understood and agreed that nothing contained in this Agreement is intended to be, nor shall be construed as, nor shall be represented by any party, their attorneys or their agents to be, as an admission, acknowledgment or determination of liability in any way by the Board or Defendant [REDACTED], or their agents or employees, as to the validity of any claims asserted or assertable in the Settled Claims, as the Board and Defendant [REDACTED] continue to deny any liability and disclaim any responsibility for such claims. It is agreed that this Agreement shall not be used by any party as evidence or in any other matter or for any other purpose in any court proceeding or any other proceeding except for an action arising under §§ 2(b) through (e) of this Agreement, or in an action concerning any Party's tax status.

5. **RELEASE AND EXTINCTION OF CLAIMS**

Plaintiff agrees to and hereby releases and gives up any and all claims and rights which she may have against Defendant Board, and Defendant [REDACTED], their successors, assigns and heirs arising from the Settled Claims, specifically, though not by limitation the claims set forth in Paragraph 2, subpart (a) above. This releases all claims, including those of which Plaintiff is not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. Plaintiff specifically releases the following claims: any and all claims, direct and indirect, and rights for any injury and/or damage which she, her spouse or her children may have against Defendants, specifically including but not limited to, all claims asserted against Defendant Board and Defendant [REDACTED] in the Action. Plaintiff hereby releases all claims against Defendant Board and Defendant [REDACTED] that were asserted or could have been asserted in the Action, including all claims revealed or which may have been revealed, including but not limited to any per quod claims, through discovery, including, but not limited to depositions, answers to interrogatories, medical reports, and

throughout settlement negotiations to the extent that they arise or could arise from the claims asserted by Plaintiff in this Action, any related torts (specifically including but not limited to claims for civil battery, civil assault, outrage, intentional and negligent infliction of emotional distress) and claims of retaliation, any claims for emotional injuries, whether or not accompanied by physical manifestations, any claims which she may have for attorneys' fees, expenses of litigation and/or costs of suit, whether based upon statute, regulation, court rule or common law, and also releases Defendants from any and all declaratory and/or injunctive relief sought of any nature whatsoever, arising from the claims and allegations asserted by Plaintiff in this Action. Plaintiff acknowledges that the settlement terms to which the parties have agreed include, but are not limited to, any claims for attorneys' fees, back or front pay, any claims for emotional distress, humiliation, embarrassment, indignity or pain and suffering, any claim involving tax liability stemming from this settlement and any claims arising under federal, state, or local laws, or ordinance, claims alleging employment discrimination, claims arising under the common law for breach of contract and negligence. Plaintiff further acknowledges that the settlement terms to which the parties have agreed include, but are not limited to, any and all claims or rights arising as of the date of execution of this Agreement under the Age Discrimination in Employment Act, as amended, 29 U.S.C. §621 et seq., the Civil Rights Acts of 1964 and 1991, 42 U.S.C. §2000e, et seq., Title VII of the Federal Civil rights Act of 1964, as amended 42 U.S.C. §2000 (3), et seq., Americans with Disabilities Act, Employee Retirement Income Security Act, the Federal Family and Medical Leave Act, the Fair Labor Standards Act, the Equal Pay Act, the Workers' Adjustment and Retraining Notification Act, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq., the New Jersey Family Leave Act, the New Jersey Workers' Compensation Law, the New Jersey Wage and Hour Law, the Employer-Employee relations Act, any collective negotiations agreement, any common law claim and any other claims for harassment, discrimination, or retaliation of any kind, breach of promise, misrepresentation, negligence,

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fraud, estoppel, violation of public policy, wrongful or constructive discharge or any other tort, contractual or quasi-contractual claim.

Plaintiff understands, agrees to and acknowledges that she is bound by this Release. Anyone who succeeds to her rights and responsibilities, such as her spouse, heirs or the executor of her estate are also bound. Provided, however, that Plaintiff expressly reserves the claims more fully described in paragraph 2, subparts (b) through (e) above. As to any such claims, Plaintiff is unaware of any factual basis for any such claims at this time. This Release is made for the benefit of the Defendant Board, including its past, present and future members, and Defendant [REDACTED] and all who succeed to their rights and responsibilities. In consideration for this Release, Plaintiff has received a promise from Defendant Board to pay sums set forth in Paragraph 3 above.

6. CONFIDENTIALITY

The Parties agree to keep information concerning the sums of money paid and to be paid pursuant to this Agreement confidential to the fullest extent permitted by law. The Parties (including the members, employees, and central office administrators of the Defendant Board) are expressly forbidden from discussing the sums paid pursuant to this Agreement with any person, other than to each other, their immediate families, accountants, tax advisers and attorneys ("permitted disclosures"), and to any other individual or entity as necessary to implement the Agreement or to which they are legally obligated to respond ("legally-required disclosures"). In making any permitted disclosure, the Parties agree that they will tell the person to whom they are making the permitted disclosure that the sums of money paid and to be paid pursuant to this Agreement are to be held strictly confidential. The Parties specifically agree not to discuss the sums of money to be paid pursuant to this Agreement with, among others, any representative of the media, or any past, present, or prospective employee of the Defendant, or their agents or attorneys.



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7. **NON-DISPARAGEMENT**

Plaintiff and her spouse agree not to personally disparage [REDACTED], the Board, including any past, current or future Board members or any employees of the Toms River Regional Schools. The Board and [REDACTED] agree not to personally disparage Plaintiff or her spouse. This shall not in any way prevent the Board, its agents or employees from future evaluations, employment actions and/or reviews of performance of the Plaintiff in connection with her continued employment with the Board as permitted by law.

8. **NO RIGHTS CONFERRED UPON NON-PARTIES**

This Agreement is intended to confer rights and benefits only upon the Parties and is not intended to confer any right or benefit upon any other person or entity. No person or entity other than the Parties shall have any legally enforceable rights under this Agreement. All rights of action for any breach of this Agreement are hereby reserved to the Parties.

9. **COVENANT OF GOOD FAITH AND FAIR DEALING**

The Parties expressly agree that their performance under this agreement is to be governed by a covenant of good faith and fair dealing. No Party will take any action which would deprive another of the full benefit of the agreement.

10. **NO RETALIATION**

The Parties acknowledge that under N.J.S.A. 10:5-12(d) it is unlawful for any person to take reprisals against any person because she or he has opposed any practices or acts forbidden under the New Jersey Law Against Discrimination or because she or he has filed a complaint, testified or assisted in any proceeding under the New Jersey Law Against Discrimination. Defendants covenant that they will comply with N.J.S.A. 10:5-12(d).

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11. **FURTHER ACTIONS**

The Parties covenant that they will take such other and further acts as are reasonably necessary to effectuate the settlement described in this agreement.

12. **FULL UNDERSTANDING**

This Agreement sets forth the complete understanding and entire Agreement between the parties and supersedes any and all prior agreements or understandings between the parties. This Agreement may not be modified, altered, changed, discharged, terminated or waived except upon express written consent of the parties wherein specific reference is made to this Agreement. It is agreed that there are no other understandings or agreements (either written or oral) which would have any impact upon the present Action. By executing this Agreement, Plaintiff represents and acknowledges that she does not rely, and has not relied upon, any representation or statement not set forth in this Agreement made by Defendants or their counsel with regard to the subject matter, basis, or effect of this Agreement or otherwise.

13. **MATERIALITY**

The Parties agree that each paragraph of this agreement is material. In the event that any portion of this Agreement is determined to be illegal or unenforceable, the Parties agree, in advance, to reform the Agreement in good faith to provide each Party with the full benefit of the settlement memorialized by this Agreement to the extent permitted by law.

14. **REVOCATION PERIOD**

This Agreement is effective upon its execution by all parties and the expiration of the seven day revocation period referred to below. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one Agreement. The Plaintiff has seven (7) days to review and sign this Agreement. The Plaintiff has the



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right to revoke her acceptance of this Agreement for a period of seven (7) calendar days after she has signed it and executed it, not including the day it was executed. The Plaintiff's revocation of the Agreement must be in writing, signed, and dated and received by the Defendant on or before the expiration of said seven day period. This Agreement shall not become enforceable nor shall any of the consideration described in this Agreement be paid or provided by Defendant until Plaintiff has signed it and the seven (7) day revocation period has expired.

15. SERVICES OF COUNSEL

The Parties certify that they have had the opportunity to discuss this agreement with counsel. They are fully satisfied with the services of their counsel with respect to both this agreement and all other aspects of the Action and they enter into this agreement knowingly, willingly and without any coercion or improper inducements.

16. AUTHORITY OF SIGNATORIES

Each signatory represents that she or he is a Party or has been duly authorized by a Party to sign on that Party's behalf and that in the case of the Board all corporate formalities attendant to the execution of this Settlement Agreement and Release have been satisfied. The signatory for the Board further covenants that he or she is duly empowered by the Board and its current members to sign this agreement on behalf of the Board and its members in their official capacities and that there is no legal reason (i.e., receivership or bankruptcy) which prevents or will prevent the Board from completely performing its obligations under this agreement.

17. BOARD RESOLUTION

This Agreement is subject to the approval of the Toms River Board of Education. A true copy of a resolution of the Board, adopted in compliance with the laws of the State of New Jersey,



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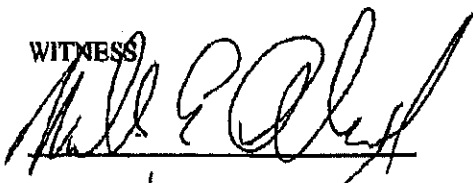
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including the Open Public Meetings Act, duly ratifying this agreement and authorizing the Board's signatory to sign on the Board's behalf, will be attached hereto.

17. **EXECUTION IN COUNTERPARTS**

The Parties agree that this agreement may be signed in counterparts and that facsimiles of signatures will have the same force and effect as original signatures.

WITNESS



Dated:

7/30/19



As to spousal claims and paragraphs 5, 6 and 7 only:

WITNESS



Dated:

7/30/19



WITNESS

BOARD OF EDUCATION

TOMS RIVER

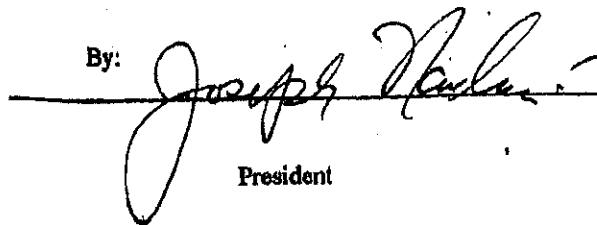
Wendy E. Saxton

Board Secretary

Dated:

8/14/19

By:

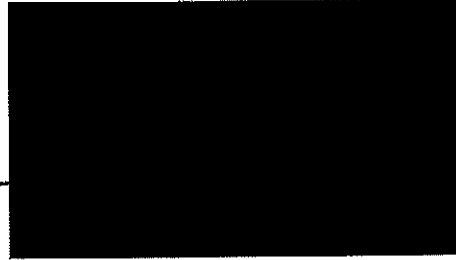


President

WITNESS

[Signature]

Dated: 7-24-19



SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made this 2nd of January 2020 by and between [REDACTED] individually and as the Mother and Natural Guardian of [REDACTED] (a minor) (hereinafter collectively referred to as "Plaintiff") and the TOMS RIVER BOARD OF EDUCATION, [REDACTED] ("Defendants") (Plaintiff and Defendants may sometimes hereinafter be collectively referred to as the "Parties" and each may be referred to severally as a "Party").

WHEREAS, Plaintiff brought an action against Defendants, said action being entitled [REDACTED] *Infant plaintiff*, by her Mother And Natural Guardian [REDACTED] [REDACTED] individually v. INTERMEDIATE NORTH SCHOOL, TOMS RIVER BOARD OF EDUCATION, [REDACTED] and [REDACTED] a civil action venued in the Superior Court of New Jersey, Law Division, Ocean County, bearing Docket No. OCN-L-1939-18 (hereinafter "the Action"); and

WHEREAS, Defendants denied the allegations made in the Action in their entirety; and

WHEREAS, the Parties intend to adopt, by way of compromise and accord, without adjudication of any issues of fact or law and without any admission of liability, all claims which were either raised or which could have been raised by Plaintiff or the minor in the Action, which claims are more fully described below; and

NOW THEREFORE, in consideration of the foregoing and of the mutual agreements contained herein, and intending to be legally bound, the Parties mutually agree as follows:

1. RECITALS

The above recitals are hereby referred to and incorporated by reference.

2. SCOPE OF AGREEMENT

This Agreement sets forth the terms and conditions under which the Parties mutually agree to resolve the following claims:

any and all claims in the Action brought by Plaintiff or [REDACTED] (a minor), including but not limited to all claims, counterclaims, cross-claims and derivative claims, including any claim against any current or former employee, member, agent or representative of the Toms River Regional Schools or the Toms River Board of Education and, specifically, including claims for attorneys' fees and costs, which were raised or could have been raised, whether in the Action, by post-judgment motion in the Action or by subsequent action.

It is the Parties' mutual intention to settle (through this Agreement) all claims as specified. As a result, all claims specified above are hereinafter referred to and defined as "the Settled Claims." Plaintiff and her child (a minor) specifically agree that there are no claims which have been raised or could have been raised by them to date against Defendants in the Action other than the Settled Claims.

In full compromise of the Settled Claims and in consideration for the Release as more fully set forth at paragraph 5 below and the Stipulation of Dismissal with Prejudice and Without Costs, to be signed by Plaintiff's counsel and held in escrow by Defense Counsel, the Defendants will make payment to Plaintiff, for economic reasons due to litigation costs and such payment is not and should not in any way be deemed to be an acknowledgment of the validity of the Plaintiff's allegations made in this Action or otherwise to be construed as any admission of liability on the part of either the Toms River Board of Education ("Board") or Defendants, and such payment being in the amount as set forth in paragraph 3 below.

3. PAYMENT

Plaintiff shall receive the sum of twelve thousand dollars (\$12,000.00), following the entry of and in accordance with an Order of the Superior of Court of New Jersey approving the settlement involving a minor's claims, which payment shall constitute full consideration for the execution of this

Agreement and any other documents necessary to resolve and compromise the Settled Claims, with finality and with prejudice. This payment is given in full payment and satisfaction for all alleged damages, without any admission of liability by Defendants, including, but not limited to, all claims against Defendants for compensatory damages, declaratory relief, injunctive relief, bodily injury, personal injury, emotional distress damages, punitive damages, attorneys' fees, costs, and any and all other damages allegedly incurred by Plaintiff. This Settlement Agreement will be presented to the Board for ratification at its next scheduled meeting. If ratified at the meeting, the Board's representative will execute the agreement promptly and payment will be made within thirty (30) days of full execution of the Agreement.

Defendants make no representations as to the tax consequences of the payments referred to herein and shall assume no responsibility for any tax liability attributed to Plaintiff. Plaintiff agrees to pay any and all taxes found to be owed from the payments made pursuant to this Agreement and to indemnify and hold Defendants, and their members (including past, present and future), agents, employees, successors, and attorneys, harmless from any claims, assessments, demands, penalties and interest owed, or found to be owed, as a result of any payment made to this Agreement.

Except as otherwise provided in this Agreement, 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 Plaintiff, including but not limited to any Medicare or Medicaid claims and/or liens, Worker's Compensation claims and/or liens, Social Security claims and/or liens, spousal claims, 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 claim based on subrogation, per quod or any other legal or equitable theory.

Plaintiff therefore agrees, upon prompt presentation of any such claims and/or liens, to defend Defendants, and their members (including past, present and future), agents, employees, successors, and attorneys, against any such claims and/or liens, and to indemnify and hold Defendants, and their members (including past, present and future), agents, employees, successors, and attorneys, harmless against any judgment entered against Plaintiff based on such claims and/or liens, including the payment of any fines, charges and attorneys fees incurred as a result of any such lien. Failure to satisfy any such lien shall be considered a breach of this Agreement and Plaintiff agrees to pay all costs, interest and attorneys fees relative to any such lien.

4. **NO ADMISSION OF LIABILITY**

This Agreement is a result of a compromise and accord to buy the Parties' peace. It is expressly understood and agreed that nothing contained in this Agreement is intended to be, nor shall be construed as, nor shall be represented by any party, their attorneys or their agents to be, as an admission, acknowledgment or determination of liability in any way by the Defendants, or their members, agents or employees, as to the validity of any claims asserted or assertable in the Settled Claims, as the Board and Defendants continue to deny any liability and disclaim any responsibility for such claims. It is agreed that this Agreement shall not be used by any party as evidence or in any other matter or for any other purpose in any court action or any other proceeding or in an action concerning any Party's tax status.

5. **RELEASE AND EXTINCTION OF CLAIMS**

Plaintiff agrees to and hereby releases and gives up any and all claims and rights which she and the minor plaintiff may have against Defendants, their successors, assigns and heirs arising from the Settled Claims, specifically, though not by limitation the claims set forth in Paragraph 2 above. This Settlement Agreement releases all claims, including those of which Plaintiff is not aware and those not

mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. Plaintiff specifically releases the following claims: any and all claims, direct and indirect, and rights for any injury and/or damage which she, her spouse or her children, including minor plaintiff, may have against Defendants, specifically including but not limited to, all claims asserted against Defendants in the Action. Plaintiff hereby releases all claims against Defendants that were asserted or could have been asserted in the Action, including all claims revealed or which may have been revealed through discovery, including, but not limited to, depositions, answers to interrogatories, medical reports, and throughout settlement negotiations to the extent that they arise or could arise the claims asserted by Plaintiff in this Action, any related torts (specifically including but not limited to claims for civil battery, civil assault, outrage, intentional and negligent infliction of emotional distress) and claims of retaliation, any claims for emotional injuries, whether or not accompanied by physical manifestations, any claims which she may have for attorneys' fees, expenses of litigation and/or costs of suit, whether based upon statute, regulation, court rule or common law, and also releases Defendants from any and all declaratory and/or injunctive relief sought of any nature whatsoever, arising from the claims and allegations asserted by Plaintiff in this Action. Plaintiff acknowledges that the settlement terms to which the parties have agreed include, but are not limited to, any claims for attorneys' fees, back or front pay, any claims for emotional distress, humiliation, embarrassment, indignity or pain and suffering, any claim involving tax liability stemming from this settlement and any claims arising under federal, state, or local laws, or ordinance, claims alleging employment discrimination, claims arising under the common law for breach of contract and negligence. Plaintiff further acknowledges that the settlement terms to which the parties have agreed include, but are not limited to, any and all claims or rights arising as of the date of execution of this Agreement under the Age Discrimination in Employment Act, as amended, 29 U.S.C. §621

et seq., the Civil Rights Acts of 1964 and 1991, 42 U.S.C. §2000e. et seq., Title VII of the Federal Civil rights Act of 1964, as amended 42 U.S.C. §2000 (3), et seq., Americans with Disabilities Act, Employee Retirement Income Security Act, the Federal Family and Medical Leave Act, the Fair Labor Standards Act, the Equal Pay Act, the Workers' Adjustment and Retraining Notification Act, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq., the New Jersey Family Leave Act, the New Jersey Workers' Compensation Law, the New Jersey Wage and Hour Law, the Employer-Employee relations Act, any collective negotiations agreement, any common law claim and any other claims for harassment, discrimination, or retaliation of any kind, breach of promise, misrepresentation, negligence, fraud, estoppel, violation of public policy, wrongful or constructive discharge or any other tort, contractual or quasi-contractual claim.

Plaintiff understands, agrees to and acknowledges that she, individually and as the mother and natural guardian of [REDACTED] (a minor), is bound by this Release. Anyone who succeeds to her rights and responsibilities, such as her spouse, heirs or the executor of her estate are also bound. This Release is made for the benefit of the Defendants, including any past, present and future members of Toms River Board of Education and all who succeed to their rights and responsibilities. In consideration for this Release, Plaintiff has received a promise from Defendants to pay the sum set forth in Paragraph 3 above.

6. CONFIDENTIALITY

The Parties agree to keep information concerning the sums of money paid and to be paid pursuant to this Agreement confidential to the fullest extent permitted by law. The Parties are expressly forbidden from discussing the sums paid pursuant to this Agreement with any person, other than to each other, their immediate families, accountants, tax advisers and attorneys ("permitted disclosures"), and to any other individual or entity as necessary to implement the Agreement or to which they are legally obligated to respond ("legally-required disclosures"). In making any permitted disclosure, the Parties

agree that they will tell the person to whom they are making the permitted disclosure that the sums of money paid and to be paid pursuant to this Agreement are to be held strictly confidential. The Parties specifically agree not to discuss the sums of money to be paid pursuant to this Agreement with, among others, any representative of the media, or any past, present, or prospective employee of the Defendant, or their agents or attorneys.

7. NON-DISPARAGEMENT

Plaintiff, including the minor Plaintiff, agree not to personally disparage Defendants, including any past, current or future Board members or any employees of the Toms River Regional Schools. Plaintiff shall neither solicit nor make any comments, statements or the like to others regarding Defendants or the Toms River Board of Education or any its members, employees, agents or representatives, including any faculty, staff or administration of the Toms River Regions Schools, that could in any way adversely affect or reasonably deemed to adversely affect the reputation, image, goodwill, commercial or public interest of that Party, entity or person or which may be considered derogatory or disparaging. The provisions of this paragraph are material to this Agreement and any breach of these provisions shall constitute a material breach of the entire Agreement, thus affording the Defendants, any and all remedies available at law and/or equity, including, without limitation, injunctive relief and/or monetary damages. In the event of a claimed breach of this Agreement, any party may seek relief, including damages, restitution and injunctive relief, at law or in equity, subject to the exclusive jurisdiction of the Courts of the State of New Jersey, venued in Ocean County.

8. NO RIGHTS CONFERRED UPON NON-PARTIES

This Agreement is intended to confer rights and benefits only upon the Parties and is not intended to confer any right or benefit upon any other person or entity. No person or entity other than the Parties shall have any legally enforceable rights under this Agreement. All rights of action for any breach

of this Agreement are hereby reserved to the Parties.

9. COVENANT OF GOOD FAITH AND FAIR DEALING

The Parties expressly agree that their performance under this agreement is to be governed by a covenant of good faith and fair dealing. No Party will take any action which would deprive another of the full benefit of the agreement.

10. NO RETALIATION

The Parties acknowledge that under N.J.S.A. 10:5-12(d) it is unlawful for any person to take reprisals against any person because she or he has opposed any practices or acts forbidden under the New Jersey Law Against Discrimination or because she or he has filed a complaint, testified or assisted in any proceeding under the New Jersey Law Against Discrimination. Defendants covenant that they will comply with N.J.S.A. 10:5-12(d).

11. FURTHER ACTIONS

The Parties covenant that they will take such other and further acts as are reasonably necessary to effectuate the settlement described in this agreement.

12. FULL UNDERSTANDING

This Agreement sets forth the complete understanding and entire Agreement between the parties and supersedes any and all prior agreements or understandings between the parties. This Agreement may not be modified, altered, changed, discharged, terminated or waived except upon express written consent of the parties wherein specific reference is made to this Agreement. It is agreed that there are no other understandings or agreements (either written or oral) which would have any impact upon the present Action. By executing this Agreement, Plaintiff represents and acknowledges that she does not rely, and has not relied upon, any representation or statement not set forth in this Agreement made by

Defendants or their counsel with regard to the subject matter, basis, or effect of this Agreement or otherwise.

13. MATERIALITY

The Parties agree that each paragraph of this agreement is material. In the event that any portion of this Agreement is determined to be illegal or unenforceable, the Parties agree, in advance, to reform the Agreement in good faith to provide each Party with the full benefit of the settlement memorialized by this Agreement to the extent permitted by law.

14. REVOCATION PERIOD

This Agreement is effective upon its execution by all parties and the expiration of the seven day revocation period referred to below. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one Agreement. The Plaintiff has seven (7) days to review and sign this Agreement. The Plaintiff has the right to revoke her acceptance of this Agreement for a period of seven (7) calendar days after she has signed it and executed it, not including the day it was executed. The Plaintiff's revocation of the Agreement must be in writing, signed, and dated and received by counsel of record for the Defendant(s) on or before the expiration of said seven (7) day period. This Agreement shall not become enforceable nor shall any of the consideration described in this Agreement be paid or provided by Defendants until Plaintiff has signed it and the seven (7) day revocation period has expired.

15. SERVICES OF COUNSEL

The Parties certify that they have had the opportunity to discuss this agreement with counsel. They are fully satisfied with the services of their counsel with respect to both this agreement and all other aspects of the Action and they enter into this agreement knowingly, willingly and without any coercion or improper inducements.

16. AUTHORITY OF SIGNATORIES

Each signatory represents that she or he is a Party or has been duly authorized by a Party to sign on that Party's behalf and that in the case of the Board all corporate formalities attendant to the execution of this Settlement Agreement and Release have been satisfied. The signatory for the Board further covenants that he or she is duly empowered by the Board and its current members to sign this agreement on behalf of the Board and its members in their official capacities and that there is no legal reason (i.e., receivership or bankruptcy) which prevents or will prevent the Board from completely performing its obligations under this agreement.

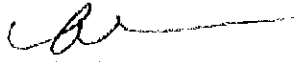
17. BOARD RESOLUTION

This Agreement is subject to the approval of the Toms River Board of Education. A true copy of a resolution of the Board, adopted in compliance with the laws of the State of New Jersey, including the Open Public Meetings Act, duly ratifying this agreement and authorizing the Board's signatory to sign on the Board's behalf, will be attached hereto.

17. EXECUTION IN COUNTERPARTS

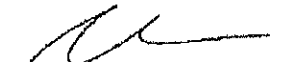
The Parties agree that this agreement may be signed in counterparts and that facsimiles of signatures will have the same force and effect as original signatures.

WITNESS



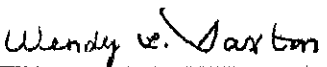
Dated: 1/2/20

WITNESS



Dated: 1/2/20

WITNESS



Board Secretary

Dated:

TOMS RIVER BOARD OF EDUCATION

By: 

President

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release is entered into in as full and final settlement between [REDACTED] a minor, [REDACTED] by and through her parents and guardians [REDACTED] (hereafter collectively referred to as "Releasers"), being represented by their attorney, **EVAN M. PADILLA**, of the law firm Zajac and Arias, LLC, 1835 Market Street, Suite 2626, Philadelphia, PA 19103 and the **TOMS RIVER REGIONAL SCHOOLS BOARD OF EDUCATION**, also known as the **TOMS RIVER REGIONAL SCHOOL DISTRICT**, (hereinafter referred to as "School") a New Jersey public school District governed and operated pursuant to N.J.S.A. Title 18A, having administrative offices located 1144 Hooper Avenue, Toms River, New Jersey 08753 by and through their counsel, **WILLIAM R. BURNS** of the firm Carluccio, Leone, Dimon, Doyle and Sacks, LLC, 9 Robbins Street, Toms River, New Jersey 08753.

WHEREAS, the School has denied and continues to deny Releasers' claims, and the School denies any wrongdoing or liability of any kind to Releasers.

WHEREAS, the Parties have concluded that settlement is desirable in order to avoid the time, expense and inherent uncertainties of protracted litigation and to resolve finally and completely all potential matters between and Releasees and to do so confidentiality and without admission of fault or liability.

WHEREAS [REDACTED] are the legal guardians of [REDACTED] and as such have the legal authority to enter into this Agreement on behalf of [REDACTED], a minor.

NOW THEREFORE, in consideration of their mutual promises and intending to be legally bound hereby, Releasers and School agree as follows:

1. The School agrees to pay Releasors the amount of one hundred and twenty five thousand and dollars (\$125,000.00) inclusive of all attorneys' fees and costs. Payment shall be made payable to "Zajac and Arias, LLC Trust Account". Releasor has alleged claims of personal physical injury and physical sickness within the meaning of Section 104(a)(2) of the Internal Revenue Code as amended. The settlement amount is being paid to settle said claims, subject to the terms and conditions herein.

2. RELEASE: In consideration for the foregoing promises, covenants and remuneration, the School and Releasors' heirs, guardians, executors, administrators, and assigns hereby, **RELEASES AND FOREVER DISCHARGE** [REDACTED] and the School, (hereinafter collectively referred to as "Releasees"), Releasees' insurers, and Releasees' predecessors, successors, past, present and future assigns, trustees, employees, attorneys, their present or former officers, directors, agents, Board Members, or Employees or representatives of any kind, (hereafter the "Released Parties"), of and from any and all actions, causes of action, demands, debts, dues, expenses, accounts, bonds, covenants, contracts, agreements, judgments, or claims of any kind, whether in law or in equity, direct or indirect, known or unknown which Releasors ever had, now have, or will have against the Released Parties under any and all State or federal laws, rules, regulations, and/or orders, from the beginning of time until the

INITIAL [REDACTED]

DATE 1/18

INITIAL [REDACTED]

DATE 12/18

INITIAL [REDACTED]

DATE 12/18/21

date of execution of this release. The claims released include but are not limited

to:

- a. All claims that have occurred while [REDACTED] is a student of the School, including all claims detailed are contained in Releasors' complaint filed in the Superior Court of New Jersey, Ocean Vicinage bearing docket number OCN-L-1435-21
- b. All claims against released parties that have occurred as of the execution of this Agreement.
- c. All statutory claims, including but not limited to claims arising under N.J.S.A. 2A:61B-1 and N.J.S.A. Title 10.
- d. All claims arising under the United States or New Jersey Constitution.
- e. All claims arising under any Executive Order (Federal or State) or derived from or based upon any state or federal regulations.
- f. All common law claims, including but not limited to any and all rights to discovery, violation of public policy, breach of express or implied contract, breach of an implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, defamation, conspiracy, tortious interference with contract or prospective economic advantage, promissory estoppel, equitable estoppel, fraud, misrepresentation, detrimental reliance, retaliation, and negligence.
- g. All claims for personal injury, including physical injury, mental anguish, emotional distress, pain and suffering, embarrassment, humiliation, damage to name or reputation, interest, liquidated damages, and punitive damages; and
- h. All claims for costs, interest, and attorneys' fees.

3. RELEASOR HEREBY FOREVER RELEASES, ACQUITS, AND DISCHARGES RELEASED PARTIES AND WILL NOT SEEK TO RECOVER FROM THE RELEASED PARTIES (AND/OR THEIR INSURERS).

4. It is understood and agreed that this settlement is a compromise of a disputed claim and that the payments made shall not be construed as an admission of liability on the Released Parties and that Releasees denies liability to Releasor.
5. It is understood and agreed that Releasors relies wholly on Releasors' belief and knowledge of the nature, extent, effect and duration of the alleged damages and liability; therefore, said release is made without reliance upon any statement or representation of the party or parties hereby released, or their representatives, or by any person by them employed

INITIAL [REDACTED]

DATE 12/15

INITIAL [REDACTED]

DATE 12/15

INITIAL [REDACTED]

DATE 12/15

6. CONFIDENTIALITY: It is understood that the terms of this Agreement and Release shall remain confidential. Neither the Releasors nor any of Releasors' agents or representatives will disclose directly or indirectly any information concerning the terms of this Agreement and Release or such subject matter to anyone except your financial advisor, tax planner, banker trustee, therapist and/or personal financial tax advisors, if any, unless pursuant to a lawful order of court. Should it be required or necessary, Releasors may disclose the Agreement and Release to the Internal Revenue Service or other taxing authority. Releasors or Releasors' attorney shall advise all persons receiving such disclosure that it is confidential and is not to be disclosed.

7. NON-DISPARAGEMENT: It is further understood and agreed and made part hereof that Releasors shall not make negative statements (written or oral) that publicly defame, disparage, slander, or otherwise criticize the reputation of the Releasees, including its insurers, trustees, employees, agents, predecessors, successors and assigns, with respect to any matter that involves, arises from or relates to allegations of sexual abuse and/or harassment.

8. BREACH: Any breach by of the obligations under Paragraph 2 through 7 of this Agreement shall be considered a material breach of this Agreement. Releasors acknowledges and agrees that, in the event of such a breach or threatened breach, the Releasees in addition to any other rights and remedies it may have, shall be entitled to appropriate injunctive relief, and shall further be

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DATE 12/18/21

entitled to recover its reasonable costs and attorney's fees incurred in seeking relief for any such breach or threatened breach.

9. ENTIRE AGREEMENT: Releasors and Releasees acknowledge that this is the entire agreement between them. Releasors further acknowledges that the only consideration Releasors have received for signing this agreement is that listed in paragraph 1. No other promises, inducement, threat, agreement, or understanding of any kind or description has been made with the Releasors or to Releasors to cause Releasors to enter into this Agreement.

10. REMEDIES: All remedies at law and equity shall be available for the enforcement of this Agreement and Release. The Agreement and Release may be pleaded as full bar to the enforcement of any claim which Releasors may bring against the School and Releasees which either in form or substance is based on matters covered by this Agreement and Release.

11. EFFECT AND CONSTRUCTION OF THE AGREEMENT AND RELEASE:

This Agreement and Release represents the entire agreement between Releasors and the Released Parties supersedes any and all prior agreements between the parties, oral, written, express, or implied. Any amendments hereto shall not be effective unless they are in writing signed by Releasors and a duly authorized representative of the Releasees. Words used in this Agreement and Release in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular in this Agreement and Release

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shall apply to such words when used in the plural where the context so permits and vice versa.

12. BINDING AGREEMENT: The parties understand and acknowledge that said Agreement and Release are contractual and not a mere recital. Consequently, they expressly consent that said Agreement and Release shall be given full force and effect according to each and all of its express terms and provisions, and that they shall be binding upon the respective parties as well as their heirs, executors, successors, administrators and assigns,

13. ADDITIONAL ACKNOWLEDGMENTS: Releasors hereby agrees and warrants that they are acting of their own free will; that they have read and fully understands all of the provisions and effects of this Agreement and Release and that Releasors are executing this Agreement and Release voluntarily and with full knowledge of its contents. Releasors intend that this Agreement and Release shall not be subject to any claim for duress.

14. NO ADMISSION: Releasors agrees and acknowledge that this Agreement and Release shall not be construed to be an admission of liability or the violation of any federal, state, or local statute or regulation or of any duty by any of the parties to any of the other parties. Releasors acknowledge that this Agreement and Release shall not be construed as an admission by the Releasees.

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15. OTHER PROCEEDINGS: Releasors represents that Releasors have not and further agree that they will not, file any lawsuit or claim against Releasees/Released Parties based on any events, whether known or unknown, occurring prior to the date of the execution of this Agreement, including, but not limited to any events related to, arising out of, or in connection with, allegations of sexual abuse and/or harassment with any governmental entity, or in any Court or tribunal of the United States, the State of New Jersey, or any other state, county or municipality.

16. THIRD PARTY CLAIMS: Releasors further agree and covenant that should any person, organization, or other entity file, charge, claim, sue, or cause or permit to be filed any civil action, suit or legal proceedings against the School/Releasees, their successors, assigns, trustees, directors, officers, employees and agents involving any matter occurring at any time in the past, that Releasors will not seek or accept any personal relief in such civil action, suit or proceeding.

17. ACKNOWLEDGMENT: Releasors understand that this Agreement and Release extends to all of the aforementioned claims and potential claims which arose on or before the date this Agreement and Release is executed, including pre- and post-enrollment causes of action, whether now known or unknown, suspected or unsuspected, and that this constitutes an essential term of this Agreement and Release. Releasor understands and acknowledges the significance and consequence of this Agreement and Release of each specific release and waiver, and expressly consents that this Agreement and Release shall be given full force

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and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, demands, obligations, and causes of action, if any, as well as those relating to any other claims, demands, obligations or causes of action herein above-specified.

18. SEVERABILITY: If any provisions of this Agreement and Release shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement and Release shall be construed as if the invalid provision or section thereof was not contained in this Agreement and Release unless the invalid provision or section materially alters the terms of the Agreement and Release. If any provisions contained in this Agreement and Release are in conflict with any applicable statute, rule of law, or regulation, then such provision shall be deemed inoperative to the extent that they may conflict with and shall be deemed modified to conform with such statute, rule of law, or regulation.

19. GOVERNING LAW AND FORUM: This Agreement and Release shall be governed and construed under the laws of the State of New Jersey and the parties agree that they will submit all disputes concerning this interpretation or enforcement of this Agreement and Release to the exclusive jurisdiction of the Superior Court of New Jersey, Ocean County.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THE SETTLEMENT AGREEMENT AND GENERAL RELEASE AND UNDERSTAND ALL OF ITS TERMS, INCLUDING THE FULL AND FINAL RELEASE AND WAIVER OF CLAIMS SET FORTH ABOVE. I FURTHER ACKNOWLEDGE THAT I HAVE VOLUNTARILY ENTERED INTO THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE,

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THAT I HAVE NOT RELIED UPON ANY REPRESENTATION OR STATEMENT, WRITTEN OR ORAL, NOT SET FORTH IN THIS AGREEMENT AND THAT I HAVE BEEN GIVEN THE OPPORTUNITY AND BEEN ENCOURAGED TO HAVE THIS AGREEMENT REVIEWED BY AN ATTORNEY.

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have caused this Settlement Agreement and General Release to be executed on the day and year first above written.

Witness
BERNARD J. RECENELLO
Attorney at Law
OF THE STATE OF NEW JERSEY

Witness
BERNARD J. RECENELLO
Attorney at Law
OF THE STATE OF NEW JERSEY

Witness
BERNARD J. RECENELLO
Attorney at Law
OF THE STATE OF NEW JERSEY

Attested by Wendy Saxton, Board Secretary
Toms River Regional Schools Board
of Education

Joseph Nardini, President
Toms River Regional Schools Board
of Education

William R. Burns
Carluccio, Leone, Dimon, Doyle and Sacks, LLC
Counsel for Toms River Regional Schools Board
of Education

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