

SETTLEMENT AGREEMENT AND RELEASE

BRICK TOWNSHIP BOARD OF EDUCATION (hereinafter "Brick"), a public body charged, under the laws of the State of New Jersey with the operation and management of the public school district located in Brick, New Jersey, and ELLEN CUSACK (hereinafter "Cusack"), enter into the following Settlement Agreement and Release (hereinafter "Agreement"), this 14 day of DEC, 2017.

WHEREAS, Cusack was a teacher in the Brick district until September of 2014; and

WHEREAS, during a leave of absence in 2014, Cusack received health benefits in the amount of \$8,551.93 that Brick claims were improperly received; and

NOW, THEREFORE, in consideration of the promises, agreements and releases set forth herein, Brick and Cusack agree and release one another as follows:

1. The parties agree to a full and final release and discharge of any and all claims, rights or causes of action between the parties relating to the health benefits received during Cusack's leave of absence in 2014.
2. Within thirty (30) days of the execution of this Agreement, Cusack shall pay to Brick the sum of three thousand five hundred dollars (\$3,500) as consideration for this Agreement.
3. The parties agree that this Agreement shall not constitute an admission of wrongdoing or violation.
4. The parties agree that this Agreement is entered into for the sole purpose of avoiding litigation and further expense therein.
5. The parties agree that this Agreement fully disposes of the matter in its entirety.
6. The parties acknowledge that Cusack was given the opportunity to have this Agreement reviewed by counsel.

7. In the event payment is not made within thirty (30) days of the execution of this Agreement, Cusack accepts that Brick will file suit and use this document to enter judgment for the full amount of \$8,551.93 against Cusack.

8. A copy of the within Settlement Agreement and Release shall be provided to all parties and all parties agree to be bound by the contents hereof.

9. This Agreement shall be dated as of the date it is last signed by any of the parties to the Agreement, which date shall be incorporated on the first page.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date first written above.



Ellen Cusack

Dated:

12/14/17



Witness

Dated:

12/14/17

BRICK TWP. BOARD OF EDUCATION

James W. Edwards, Jr., CPA
Business Administrator/Board Secretary

Dated:

Witness

Dated: