

East Newark Public School

Rosaura Bagolie, Ed. D.
Superintendent / Principal



501-11 North Third Street
East Newark, N.J. 07029
(973) 481-6800

rbagolie@eastnewarkschool.org

August 1, 2024

VIA E-MAIL [opra+request-63961-ccaf574d@requests.opramachine.com]
EastNewark

Re: Open Public Records Act/Common Law Request

Dear Sir/Madam:

The East Newark School Public School ("District") records custodian received your Open Public Records Act ("OPRA") and common law request ("Request") on July 25, 2024. The seven business day deadline to respond to your Request is August 20, 2024. As such, the District is timely responding to your Request in accordance with New Jersey law.

Your Request seeks the following records:

All Settlement Agreements for all staff / teachers from 2020 to present

The District conducted a good-faith search and identified the enclosed seven pages of records as potentially responsive.

Your Request is now deemed answered and closed. Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in blue ink that reads "Emidio D'Andrea". The signature is fluid and cursive, with the first name "Emidio" being more prominent.

Emidio D'Andrea

Business Administrator/Board Secretary

Enclosures

CLEARY GIACOBBE ALFIERI & JACOBS, LLC
169 Ramapo Valley Road
Upper Level, Suite 105
Oakland, New Jersey 07436
Telephone: 973-845-6700
Facsimile: 201-644-7601
Attorneys for Respondent

INGRID FULLERTON.

Petitioner,

v.

Board of Education of the Borough of East
Newark, Hudson County,

Respondent.

STATE OF NEW JERSEY
OFFICE OF CONTROVERSIES & DISPUTES

OAL Dkt. No. EDU 06866-23

Agency Dkt. No. 279-10/22

**GLOBAL
SETTLEMENT AGREEMENT &
MUTUAL RELEASE**

This Global Settlement Agreement and Mutual Release (“Agreement”) is entered into by and between Ingrid Fullerton (“Petitioner”) and the East Newark Board of Education (“Board” or “Respondent”), having principal offices at 501 North Third Street, East Newark, NJ 07029 (the Board and Petitioner are collectively referred to as the “Parties”).

WHEREAS, Petitioner was employed as a Teacher for the Board during the 2022-2023 school year; and

WHEREAS, Petitioner’s last day of employment with the Board of Education was September 22, 2023; and

WHEREAS, Petitioner began employment with a different school district on or about November 1, 2022; and

WHEREAS, a dispute arose regarding the employment between Petitioner and the Board and the amount of notice that was required to sever the employment relationship between Petitioner and the Board of Education; and

WHEREAS, Petitioner filed a Petition of Appeal with the Commissioner of Education to resolve such dispute; and

WHEREAS, the Parties have conferred with each other and have reached an amicable resolution that each has determined is in their respective best interest, without the need to spend further time and resources in proceeding to an administrative hearing.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties now desire to memorialize the terms of their terms and conditions agreement in writing, subject to the approval of the Commissioner of Education, as follows:

1. The Board of Education will amend its resolution to reflect that Petitioner resigned effective September 23, 2022 and that the Board of Education accepted Petitioner's resignation on that effective date.
2. The Board of Education will pay Petitioner a settlement sum in the amount of Six Thousand Dollars (\$6,000.00) within thirty (30) days of the Commissioner of Education's approval of this Agreement.
3. Petitioner's private email address will be accessible to the Board Secretary, current Board President and Superintendent/Principal so that she may communicate with respect to her employment records, as needed.
4. The Board of Education authorizes Petitioner to attend the 8th grade graduation ceremony for the class of 2024, contingent on the terms of this Agreement being upheld by all parties.
5. In consideration of the terms of this Agreement, Petitioner and the Board hereby waives, releases and indemnifies each other, including each other's respective agents,

representatives, members, employees and volunteers, from all possible claims, that have or may have accrued against the other and which arose out of and/or relate to the parties' employment relationship, status and/or cessation of the employment relationship. This Mutual Release includes, but is not limited to, claims arising under the New Jersey school laws, New Jersey Conscientious Employee Protection Act, New Jersey Law Against Discrimination, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the federal Age Discrimination in Employment Act of 1967 ("ADEA"), the Older Workers Benefit Protection Act ("OWBPA"), the federal Equal Pay Act, the New Jersey Wage & Hour Law, the United States Constitution, the New Jersey State Constitution, the federal Americans with Disabilities Act, the Families First Coronavirus Response Act, the Family and Medical Leave Act, New Jersey Family Leave Act, the New Jersey Earned Sick Leave Law, the Equal Pay Law, the Equal Rights Act, any other federal, state or local law or ordinances, and/or any common law claims under tort, contract (including any collective bargaining agreement she was subject to or part of) or any other theories now or hereafter recognized.

6. The Release recited in Paragraph 5 shall include any and all claims which Ms. Fullerton and the Board may have at the time of the execution of this Settlement Agreement and Mutual Release for any type of damages cognizable under any of the laws referenced herein, including, but not limited to, any and all claims for wages, compensatory damages, punitive damages, and/or attorneys' fees. Specifically excluded from the Release are Ms. Fullerton's rights, upon cessation of employment with the Board to obtain continued medical coverage at her own expense as authorized by the Consolidated Omnibus Reconciliation Act of 1986 (COBRA), unless specifically modified herein; any

rights she may have arising under the Teachers' Pension and Annuity Fund ("TPAF") and related statutes and regulations; any rights she may have for indemnification by the Board pursuant to N.J.S.A. 18A:16-6 and 6.1; and any rights she may have under the New Jersey Workers' Compensation Law, N.J.S.A. 34:15-1, et seq. Nothing in this Release or Indemnification set forth in Paragraph 5 shall be construed as a release or waiver of any claims between the Parties seeking to enforce any term or provision of this Agreement.

7. The Release does not preclude Ms. Fullerton or the Board from suing for enforcement or for a violation of this Settlement Agreement. With respect to any inquiries from the Department of Labor concerning Ms. Fullerton's reason for separation, the Board will respond truthfully that her resignation was in settlement of an issue related to her employment, the details of which shall remain confidential to the greatest extent permitted by law. The Board's Secretary or Superintendent shall clearly indicate that the employment separation was the result of mutual agreement for convenience. Should a subsequent employer or potential employer contact the Superintendent or Board Secretary regarding Ms. Fullerton's employment with the Board, solely the dates of her employment, position held, and, if inquired, the fact that she resigned will be provided.
8. Ms. Fullerton understands that nothing in this Agreement shall be construed to prohibit her from filing a charge with, or participating in any investigation or proceeding conducted by, the New Jersey Division on Civil Rights, the U.S. Equal Employment Opportunity Commission (EEOC), or with any other Federal, State or local court or agency. Notwithstanding the foregoing, Ms. Fullerton hereby waives any and all rights to recover any and all damages from the Board, which includes its officers, members, employees, volunteers and agents, including, but not limited to, monetary damages and

attorney's fees in any charge, complaint or lawsuit filed by her based on events occurring which arose or existed prior to and through September 23, 2023 as related to her employment with the Board.

9. Petitioner acknowledges that she has had the opportunity to review this Agreement in detail with an Attorney. Petitioner fully understand its requirements and limitations.

Petitioner hereby states that she is signing this Agreement voluntarily, of her own free will, and not under duress or coercion of any kind.

10. This Agreement shall be construed fairly according to the plain language of its terms and not for or against any party hereto.

11. All parties are bound by this Agreement and each of its provisions. Anyone who succeeds their rights and responsibilities, such as their successors and assigns are also bound. This Agreement is made for the benefit of all parties hereto and all who succeed to their rights and responsibilities, and expressly includes their officials, representatives, employees, agents, attorneys, successors or assigns.

12. This Agreement is to be kept confidential by both parties to the maximum extent permitted by Law.

13. This Agreement represents the entire Agreement between the Parties and will not be modified in whole or in part except by a mutual subsequent written and signed agreement.

14. This Agreement is governed by the laws of the State of New Jersey. The Parties agree that the courts of the State or District Court of New Jersey shall be the sole forum in which any legal action concerning or relating to this Agreement shall be brought.

15. In the event that any provision of this Agreement is held to be void or unenforceable by any court or regulatory authority having jurisdiction thereof, such ruling will not affect the validity of this Agreement; the remaining provisions shall continue to be in full force and effect.

16. This Agreement may be executed in one or more original, emailed or telecopied counterparts, all of which together shall be one instrument, and all of which shall be considered duplicate originals.

17. This Agreement is conditioned upon and subject to the review and approval of an Administrative Law Judge, Commissioner of Education and the East Newark Board of Education.

The parties hereby acknowledge their agreement to the terms set forth above by signing below.

PETITIONER:

Ingrid Fullerton

INGRID FULLERTON

Date: 1/9/2023

**FOR THE EAST NEWARK BOARD OF
EDUCATION:**

Carla Fernandes

Carla Fernandes
Board of Education President

Date: 1/19/24

Witness for Petitioner:

Emidio D'Andrea

Emidio D'Andrea
Board Secretary

Dated: _____, 2024

Date: 1/19/24