

GENERAL RELEASE AND SETTLEMENT AGREEMENT

THIS GENERAL RELEASE AND SETTLEMENT AGREEMENT (hereinafter referred to as "this Release") is made by releasor Loraine Gammara (hereinafter referred to as "Releasor") (includes herself and her legal representatives and agents) and the Belleville Board of Education, its members, administrators, agents, employees, and representatives (hereinafter collectively referred to as "the Board") for the following purposes and with reference to the following background.

BACKGROUND

A. Releasor currently serves as a teacher for the Belleville Board of Education;

B. Releasor filed a Complaint in the United States District Court, District of New Jersey, under docket number 2:14-CV-05852-CCC-JBC, for her demotion from principal to teacher and subsequent failure to promote her in violation of her constitutional rights and the New Jersey Law Against Discrimination ((hereinafter referred to as "the Lawsuit")):

C. Releasor claims discrimination based on her sex, age, marital status, and/or political affiliation;

D. The Board has denied, and continues to deny, any and all liability for all the claims alleged by Releasor and denies that the Board violated any laws or engaged in any unlawful or wrongful conduct, or discriminated or retaliated against the Releasor or deprived her of any of her rights in any manner; and

E. The Parties desire to make a full and final settlement of any and all of Releasor's claims and potential claims against the Board, known or unknown, asserted or unasserted, based on any facts, events, acts, or omissions, whether now known or unknown, occurring on or before the effective date of this Release, without any judicial, administrative, or arbitral resolution of them and without any admission with respect to any issues presented or capable of being presented.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, and intending to be legally bound, the undersigned parties agree as follows:

1. Non-Admission. This Release is not, and shall not in any way be considered or construed as, an admission by the Board of any tortious conduct, or of any violation of any federal, state, or local statute or regulation; the common law; or any alleged duty owed by the Board to the Releasor, or of any unlawful or wrongful acts whatsoever by the Board. The payment hereunder is made by an insurance carrier solely to avoid the inconvenience and cost of litigation and to resolve completely all of the Releasor's claims against the Board, known or unknown, asserted or unasserted, as more fully detailed in Paragraph 7 below.

2. Cooperation. Releasor agrees to cooperate fully in connection with any steps required to be taken as part of their obligations under this Release.

3. Withdrawal and Dismissal of Lawsuit and Promise Not to Sue. Releasor understands that this Release extinguishes any claims or potential

claims as to the Board and its insurance carrier(s), including but not limited to Summit Risk Services, and agrees not to file, revive any claims, or open a lawsuit in any way. Releasor further agrees not to file any other charges with any state or federal agency against the Board.

Releasor further agrees that neither she, nor any person, organization, agency, or other entity on her behalf, will file, charge, claim or sue, or cause to be filed, charged, claimed or sued, any lawsuit, legal proceeding, action, or claim of any nature with any court or agency (including any action for damages; attorneys' fees; injunction; or declaratory, monetary, equitable, or other relief) against the Board, based on any matter, fact, or event occurring prior to the effective date of this Release, whether now known or unknown, or involving any continuing effects of any acts or practices which may have arisen or occurred prior to the effective date of this Release, whether now known or unknown.

Releasor further acknowledges that she is free to apply for any position within the Belleville Public School District. However, Releasor further covenants and agrees that she will not commence any legal action whatsoever or institute any charge whatsoever with any federal or state agency based on the disposition of any such application which occurs during the three year period following the effective date of this Release.

Releasor understands and agrees that she will not be considered a prevailing party under any statute, common law, or otherwise as a result of this Release.

4. Payment to Releasor. In exchange for the promises, releases, and legal releases stated herein, and other good and valuable consideration, Releasor will be paid a total of Three Hundred Thousand Dollars (\$300,000.00). Such payment will be made within thirty (30) days from the Effective Date of this Release as set forth in Paragraph 15 below.

The payments shall be made by check to Aloia Law Firm LLC, to be held in trust for Loraine Gammara, and it shall be the responsibility of counsel to distribute her settlement proceeds to her.

5. Releasor's Tax Indemnification. Releasor agrees to indemnify and hold the Board harmless from any and all federal, state, and local tax liabilities, deficiencies, levies, interest, and penalties that may be assessed as a result of not withholding income and payroll taxes on the monies paid pursuant to this Release if she fails to properly pay any taxes to which her settlement may be subject.

6. Full and Complete Settlement. Releasor agrees that the payment described in Paragraph 4 will be received by Releasor in full and complete settlement, as more fully detailed in Paragraph 7, below, of all known or unknown claims, asserted or unasserted, of Releasor allegedly arising out of any and all conduct or actions of the Board and/or relationship with the Board as more fully detailed in Paragraph 7 below.

7. General Release and Waiver of all Claims by Releasor. In consideration for the payment and promises described in Paragraph 6, and elsewhere in this Agreement, Releasor fully releases and forever discharges the

Board and all of the Board's former or current directors, officers, administrators, trustees, shareholders, agents, supervisors, employees, attorneys, legal representatives, servants, insurers, any and all benefit plans, and successors and assigns, and each of them (hereinafter collectively referred to as "Released Parties"), of and from any and all claims, actions, causes of action, back pay, front pay, contracts, agreements, compensation, pay, promises, charges, judgments, grievances, obligations, rights, demands, debts, sums of money, salaries, wages, benefits, physical injury, pain, suffering, emotional distress, compensatory damages, punitive damages, attorneys' fees, expenses, costs, losses liabilities, damages, or accountings of whatever nature, whether known or unknown, disclosed or undisclosed, asserted or unasserted, in law or equity, contract or tort or otherwise (hereinafter collectively designated "Claim" or "Claims"), through the effective date of this Agreement, including, but not limited to, any and all Claims of race, gender, sex, age, and national origin discrimination, retaliation, and any and all tort Claims or contract Claims or Claims for general damages, and any and all Claims arising under, made, regarding, or involving: any federal, state, or local laws or under the common law; violations of any federal, state or local fair employment practices or civil rights laws or ordinances; Claims for personal injury, defamation, wrongful conduct, or wrongful discharge; the Civil Rights Acts of 1866 and 1871, as amended, 42 U.S.C. § 1981; the Civil Rights Act of 1964, as amended, including Title VII; the Americans with Disabilities Act; the Age Discrimination in Employment Act, as amended; the Older Workers Benefit

Protection Act; the Employee Retirement Income Security Act; the Fair Labor Standards Act; the Rehabilitation Act of 1973; Executive Order 11246; the federal Family and Medical Leave Act; state family and medical leave acts; claims alleging retaliation under the Worker's Compensation Act; the Unemployment Compensation Law; the National Labor Relations Act, as amended; any and all state wage payment and collection laws; Pickering's policies, practices, collective bargaining agreements, contracts, benefits or understandings; any Claims arising out of any relationship, including employment relationship, between or among Releasor and the Released Parties predating the effective date of this Agreement; and all Claims for employment, reemployment, or reinstatement of employment to the Board; any and all grievances, or demands for mediation or arbitration, or Claims or demands under the Board's policies and procedures; and any and all Claims asserted, or which could have been asserted or appealed in Gammaro v. Belleville Board of Education (docketed in the New Jersey Office of Administrative under docket number EDU 00077-2015N and before the New Jersey Commissioner of Education as agency reference number 353-12/14), including any Claims against any current or former agents or employees of the Board.

Releasor hereby specifically waives, releases, and gives up all Claims and rights, as described in the preceding paragraph, whether now known or unknown, which she has or may have, against the Board and the Released Parties, based on any fact, act, event, or omission, whether now known or unknown, occurring before the Effective Date of this Agreement. Releasor

understands that she is waiving, releasing, and giving up all Claims and rights that she knows about and all Claims and rights that she may not know about. This Release does not apply to Claims based on facts occurring after the Effective Date of this Agreement with the exception of future events encompassed within the Covenant not to Sue at Paragraph 3, above.

8. All Parties to Bear Their Own Attorneys' Fees, Costs, and Expenses. Each party shall be responsible solely for its or her own attorneys' fees, costs, and expenses. Releasor specifically waives all claims to attorneys' fees, costs, and expenses from the Board including all claims for reimbursement to the Board or its attorneys, agents, or family members, of any attorneys' fees, costs, and expenses she has incurred or paid, or which were paid on her behalf.

9. Applicable Law and Severability. This Release shall be governed by and construed in accordance with the laws of New Jersey, except where federal law controls. Should any provision of this Release be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Release.

10. Entire Release. This Release sets forth the entire release between the parties and fully supersedes any and all prior releases or understandings between the parties.

11. Releasor's Certification. Releasor agrees, certifies, acknowledges, and represents: (a) that she has been and is hereby advised in writing to

consult with an attorney of her choice and at her expense, prior to signing this Release; (b) that she has had adequate time and opportunity to review and discuss, and has reviewed and discussed, all of the terms and sections of this Release thoroughly with her attorney; (c) that her attorney has explained this Release, in its entirety, to her; (d) that she does not waive any rights or claims that may arise after the date this Release becomes effective; (e) that she shall have and was given at least twenty-one (21) days to consider the terms and conditions of this Release before signing it; (f) that her waiver of Claims and this Release shall not become effective until the effective date of this Release.

If Releasor decides to sign this Release before the expiration of the 21-day period, Releasor specifically acknowledges that she has had sufficient time and opportunity to review and understand the terms of this Release and specifically waives and gives up any rights for additional time or opportunity to review it.

The check for payment of the amount set forth in Paragraph 4 shall be delivered to Releasor's attorney in the foregoing manner: Lawyers Service.

RELEASOR FURTHER CERTIFIES, ACKNOWLEDGES, AND REPRESENTS THAT SHE IS ABLE TO READ AND UNDERSTAND ENGLISH; THAT SHE UNDERSTANDS ALL OF THE PROVISIONS HEREIN, WITH THE ADVICE AND ASSISTANCE OF HER ATTORNEY; AND THAT SHE MAKES THIS SHE HAS NO PHYSICAL OR MENTAL PROBLEM, CONDITION, OR IMPAIRMENT OF ANY KIND WHICH HAS INTERFERED WITH HER ABILITY TO

READ AND UNDERSTAND THE MEANING OF THIS RELEASE OR ITS TERMS. RELEASOR FURTHER REPRESENTS THAT IN SIGNING THIS RELEASE, SHE DOES NOT RELY ON ANY PROMISES OR REPRESENTATIONS MADE BY ANYONE OTHER THAN THOSE STATED SPECIFICALLY HEREIN.

12. Full Knowledge. Releasor further warrants, represents, and agrees that in signing this Release, she does so with full knowledge of any and all rights which she may have with respect to the Board, other Released Parties, or the Lawsuit.

13. Headings. The headings of the paragraphs in this Release are for convenience only and shall not control or affect the meaning or construction of, or limit the scope or intent of, any of the provisions of this Release.

14. Public Entity Approval. This Release is subject to approval by formal resolution of the Board at a duly convened meeting. This Release shall be put to a vote at the next regularly scheduled Board meeting following the Board's receipt, through its attorneys Methfessel & Werbel, of Releasor's signed and notarized Release.

15. Effective Date. The Effective Date of this Release shall be the date upon which the Board, through its attorneys Methfessel & Werbel, receives Releasor's signed and notarized Release, a completed W-9 form from Releasor's counsel, and a child support search report for Releasor and this Release is approved by the Board by formal resolution.

IN WITNESS WHEREOF, and intending to be legally bound, Releasor and Belleville Board of Education have executed this Release as of the dates set forth below.

By: Loraine Gammaro

By  Dated: 2/21/18
(Signature)

STATE OF NEW JERSEY, COUNTY OF Essex:

I CERTIFY that on 2/21/18, Loraine Gammaro personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Marie Strumolo Burke
(Notary Public)

(Raised seal)

MARIE STRUMOLO BURKE
Notary Public of New Jersey
Commission Expires 9/7/2018

By: Belleville Board of Education

By

(Signature)

Matthew Paladino

Business Administrator/Board Secretary

Dated:

2-27-2018

STATE OF NEW JERSEY, COUNTY OF ESSEX:

I CERTIFY that on 2/27/18, Matthew Paladino personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Joanne T. Conway
(Notary Public)

(Raised seal)

