

A special meeting of the Great Meadows Regional Board of Education was held on Monday, February 22, 2010, at the Great Meadows Middle School, Independence Township. The meeting was called to order at 6:47 PM by Jennifer Cassini, President. A statement was read that adequate notice of the meeting had been given in accordance with the Open Public Meetings Act.

Flag salute.

ROLL CALL:

Present: Jennifer Cassini, Peggy Faulborn, Joe Mailloux, Ed O'Melia, Jason Schaffer, Kimberly Schaffer, and William Vonder Haar.

Absent: Joe Mahal and Matthew Mowatt.

Mike Selvaggi, Board Attorney, was in attendance.

Dr. Timothy Frederiks, Superintendent, and Julie Mumaw, Business Administrator, were also in attendance.

There were 6 members of the public in attendance.

6.1 Upon recommendation of the Superintendent, motion by Peggy Faulborn, seconded by Ed O'Melia, to approve the **Separation Compensation Agreement** between Great Meadows Regional School District employees and Great Meadows Regional Board of Education as follows.

Motion carried in a roll call vote with Vonder Haar voting no.

**THE GREAT MEADOWS REGIONAL SCHOOL DISTRICT
SEPARATION PLAN**

THIS SEPARATION PLAN has been implemented this 22 day of February 2010, by the **GREAT MEADOWS REGIONAL SCHOOL DISTRICT**, located in the County of Warren, State of New Jersey (hereinafter referred to as the "District"), with Board Offices located at 281 Route 46, P O Box 74, Great Meadows, New Jersey 07838.

WHEREAS, the District seeks to offer those employees no longer wishing to work for the District an incentive to resign and seek other employment opportunities, should they desire; and

WHEREAS, the Great Meadows Regional Education Association will be asked to concur with the terms of this Separation Plan.

NOW, THEREFORE, the District has established the following Separation Plan:

TERMS OF SEPARATION FROM EMPLOYMENT

1. This Plan shall be open to all District Staff from February 22, 2010 through March 17, 2010. No applications will be accepted after March 17, 2010 and this Policy may only be

renewed in succeeding years by further action of the Board of Education.

2. All Employees accepting the terms of this Plan have agreed to submit their resignation following the 2009-2010 school year, with a last day of active employment on or about June 30, 2010.
3. All Employees accepting the terms of this Plan shall be entitled to all benefits regularly provided to employees separating in good standing.
4. All Employees accepting the terms of this Plan shall be entitled to a separation payment equal to \$1,000 for each year of completed employment with the District, to be paid to the Employee in equal lump sums over five (5) years, commencing on July 1, 2010. Employees shall receive an IRS Form 1099 or its equivalent for said funds and shall be responsible for their own tax liability arising from these payments.
5. All Employees accepting the terms of this Plan shall be required to execute an irrevocable letter of resignation and Separation Compensation Agreement, in the form required by the District. These required documents must be executed by the Employee and submitted to the District by close of business on March 17, 2010.

IN WITNESS WHEREOF, the Board of Education for the Great Meadows Regional School District has adopted this Separation Plan, consistent with the terms set forth herein.

ATTEST:

**GREAT MEADOWS REGIONAL
SCHOOL DISTRICT**

District Secretary

Tim Frederiks,
Acting School Superintendent

SEPARATION COMPENSATION AGREEMENT

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WHEREAS, the Board of Education for the Great Meadows Regional School District (hereafter the "District") and District employee, _____, (hereafter the "Employee") wish to enter into a Separation Compensation Agreement to confirm the terms and conditions of the Employee's separation from employment with the District, effective June 30, 2010.

NOW, THEREFORE, in consideration of the rights, responsibilities and obligations set forth herein, the sufficiency of which is acknowledged, the District and the Employee agree as follows:

1. **TERMS OF SEPARATION FROM EMPLOYMENT**

- A. Employee's last day of active employment will be on or about June 30, 2010.
- B. The Employee shall be entitled to all benefits regularly provided to employees separating in good standing.
- C. The Employee shall also be entitled to a separation payment equal to \$1,000 for each year of completed employment with the District, to be paid to the Employee in equal lump sums over five (5) years, commencing on July 1, 2010. The Employee shall receive an IRS Form 1099 or its equivalent for said funds and shall be responsible for his or her tax liability arising from these payments.
- D. An irrevocable letter of resignation, in the form attached hereto, will be submitted by Employee to the District at the time of the Employee's execution of this Separation Compensation Agreement.

2. **NO GUARANTEE OF PENSION CREDIT:** Employee acknowledges that the District makes no promises, guarantees, or express any opinion regarding the characterization of the payments set forth in Paragraphs 1 B and 1 C as may ultimately be determined by the New Jersey Division of Pensions or the Federal and State taxing authorities. Employee, thus, hereby agrees to hold the District harmless in the event said sum or any portion thereof is deemed "not creditable" toward Employee's pension account or for a determination of final pensionable salary and further agrees to hold the District harmless for any additional tax liability which may be incurred by the Employee as a matter of law.

3. **DEATH CONTINGENCY:** In the event of death of the Employee before the full amount of the aforesaid monies due and owing under Paragraph 1 of this Agreement are paid by the District, such monies shall be paid to Employee's estate.

4. **WAIVER AND RELEASE OF ALL CLAIMS:** Employee acknowledges that his or her execution of this Agreement constitutes a waiver and release of any and all claims, both known and unknown, that he or she may have had against the District, including, but not limited to, all current and past elected and appointed officials as well as all current and past District employees, volunteers, attorneys and/or agents, with respect to his or her employment and/or separation from employment with the District.

Employee, on his or her own behalf, as well as on behalf of his or her relatives by blood or marriage, heirs, executors, administrators, trustees, and/or beneficiaries, hereby RELEASES, WAIVES AND FOREVER DISCHARGES all claims, demands, complaints, allegations or causes of action of any nature whatsoever which may have accrued with respect to Employee's employment and/or separation from employment with the District from the beginning of time up through the date of Employee's execution of this Agreement. Employee further represent that no future claims against District are known or contemplated. Employee acknowledges and understands that this waiver and release of all claims shall also serve as an ongoing covenant by Employee that he or she will not bring any future claims or seek any remedy against the District through the courts, governmental agencies or any other channel arising from or related in any way to his or her employment and/or separation from employment with the District, other than a limited action to enforce this Agreement, or an action to enforce a vested right that cannot be waived as a matter of law, such as a claim for worker's compensation or vested pension benefits.

Employee further acknowledges and understands that his or her waiver and general release of all known and unknown claims includes, but is not limited to, all claims, demands, complaints, allegations or causes of action based upon any federal or state constitution, statute, regulation, public policy, common law or case law, including, but not limited to: (1) The Constitution of the United States, (2) Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq., (3) The Americans with Disabilities Act, 42 U.S.C. §12010 et seq., (4) The Age Discrimination in Employment Act, 29 U.S.C. §633 (a) et seq., (5) The Family and Medical Leave Act, 29 U.S.C. §2601 et seq., (6) The Rehabilitation Act of 1973, 29 U.S.C. §791 et seq., (7) The Fair Labor Standards Act, 29 U.S.C. §201 et seq., (8) the Constitution of the State of New Jersey, (9) Title 18A of the New Jersey Statutes, N.J.S.A. 18A:1-1 et seq., (10) The New Jersey Law Against Discrimination, N.J.S.A. §10:5-1 et seq., (11) The Conscientious Employee Protection Act, N.J.S.A. §34:19-1 et seq., New Jersey's Wage Payment Law, Wage and Hour Law, and Discrimination in Wages Law, N.J.S.A. §34:11-4.1 et seq., N.J.S.A. §34:11-56a et seq. and N.J.S.A. §34:56.1 et seq., as well as any similar federal, state or local anti-discrimination or anti-retaliation statute, regulation, ordinance, or policy.

For their part, the District releases any known claims against the Employee and represents that no future claims against the Employee are known or contemplated. This subsection does not preclude the provision, by any party hereto or their designated agents, of truthful testimony or information required to be disclosed pursuant to a lawful subpoena, notice

of deposition, or as otherwise may be required by law.

5. **NO ADMISSION OF LIABILITY:** Neither this Separation Compensation Agreement, nor any rights, responsibilities or obligations provided for herein, shall be construed as an admission of liability or wrongdoing by the District or the Employee.
6. **CONFIRMATION OF VOLUNTARY AGREEMENT:** Employee acknowledges that he or she had the opportunity to consult with an attorney of his choosing and his or her Association representatives with respect to the negotiation and review of this Separation Compensation Agreement and that he or she entered into this Agreement voluntarily and with full knowledge of his or.
7. **SEVERABILITY:** Should any of the provisions of this Separation Compensation Agreement be declared invalid by any Court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect and shall be applied to effectuate the intent of the District and Employee to the fullest extent permitted by law.
8. **GOVERNING LAW:** This Separation Compensation Agreement shall be enforceable before the Superior Court of the State of New Jersey only and shall be construed in accordance with and governed by the Laws of the State of New Jersey.
9. **EXECUTION AND REVOCATION PERIOD:** The Employee was advised that he or she had twenty-one (21) days to review this Separation Compensation Agreement and that he or she should review this Agreement and his or her rights, responsibilities and obligations hereunder with an attorney and Association representatives before executing same. The Employee also acknowledges that should he or she chose to execute this Agreement prior to the expiration of the twenty-one (21) day review period, said execution was undertaken voluntarily and because he or she did not require any additional time to review this Agreement and any questions he or she may have had were answered to his satisfaction.

Employee further acknowledges that he or she was advised that he or she has seven (7) days after his or her execution of this Separation Compensation Agreement to revoke his or her signature to the Agreement by hand delivering written notice of said revocation to the Board of Education Offices. This Agreement shall, therefore, not be deemed effective or enforceable until the eighth (8th) day after the date that the Employee executed the Agreement.

SIGNATURES

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IN WITNESS WHEREOF, the District and the Employee have executed this Agreement voluntarily and with full knowledge of their rights, responsibilities and obligations hereunder

For the District:

_____ **Dated:** _____, 2010
Tim Frederiks
Acting Superintendent

Witness: _____

For the Employee:

Witness: _____ **Dated:** _____, 2010

Let the record show a motion was made by Peggy Faulborn to go into executive session to discuss a possible ethics violation by William Vonder Haar, but Mr. Vonder Haar stated he wanted the discussion open to the public and newspaper.

A discussion was held regarding a possible ethics violation made by William Vonder Haar.

Dr. Timothy Frederiks left the meeting at 7:10 PM.
Motion by Ed O'Melia, seconded by Joe Mailloux, to authorize School Business Administrator to investigate whether there are grounds to file ethics charges regarding the letter written by Great Meadows Regional School District Board Member William Vonder Haar.
Motion carried in a roll call vote with Faulborn and J. Schaffer voting no and Vonder Haar abstaining.

Motion by Peggy Faulborn, seconded by Ed O'Melia, whereas, the Board must consider matters involving the Superintendent's evaluation, the deliberation of such matters may be held in private under the Open Public Meeting Act NJSA 10:4-6, the Board will adjourn to Executive Session at 7:38 PM to discuss the above mentioned matter, to the exclusion of all others. If any action results, it will be taken following the re-entry into regular session.
Motion carried in a unanimous voice vote.

Ed O'Melia left the meeting at 7:55 PM.

Motion by Peggy Faulborn, seconded by Joe Mailloux, to re-enter

regular session at 8:05 PM.

Motion carried in a unanimous voice vote

Motion by Peggy Faulborn, seconded by Jason Schaffer, to adjourn at 8:05 PM.

Motion carried in a unanimous voice vote.

Respectfully submitted,

Julie Mumaw
Board Secretary