

RELEASE

This Release, dated the ___ day of _____ 2025 is given

BY: DWAYNE WILLIAMS (referred to as "I", "We", "Employee", or "Releasor(s)")

TO: BAYONNE BOARD OF EDUCATION, JOHN NIESZ, MARIA VALADO, Summit Risk, QBE and any and all of its insureds, employees, board members, agents, servants and assigns, and any and all Releasees, partners, co-workers or employees of the above-named entities or organizations(s) (referred to as "You" or "Releasee(s)")

1. **RELEASE.** In exchange for the consideration provided by Releasee in this Release, Employee and Employee's heirs, executors, representatives, administrators, agents, and assigns (collectively the "Releasors") irrevocably and unconditionally fully and forever waive, release, and discharge Releasee, including Releasee's parents, subsidiaries, affiliates, predecessors, successors, and assigns, and each of its and their respective agents, officers, former/current/future board members, administrators, directors, employees, in their corporate and individual capacities (collectively, the "Released Parties"), from any and all claims, demands, actions, causes of actions, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown (collectively, "Claims"), that Releasors may have or have ever had against the Released Parties, or any of them, arising out of, or in any way related to Employee's hire, benefits, employment, termination, or separation from employment with Bayonne Board of Education by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter from the beginning of time up to and including the date of Employee's execution of this Release, including, but not limited to:

- a. any and all claims under Title VII of the Civil Rights Act of 1964 (Title VII), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) (regarding existing but not prospective claims), the Fair Labor Standards Act (FLSA), the Equal Pay Act, the Employee Retirement Income Security Act (ERISA) (regarding unvested benefits), the Civil Rights Act of 1991, Section 1981 of U.S.C. Title 42, the Fair Credit Reporting Act (FCRA), the Worker Adjustment and Retraining Notification (WARN) Act, the National Labor Relations Act (NLRA), the Age Discrimination in Employment Act (ADEA), the Uniform Services Employment and Reemployment Rights Act (USERRA), the Genetic Information Nondiscrimination Act (GINA), the Immigration Reform and Control Act (IRCA), the New Jersey Law Against Discrimination (NJLAD) (with respect to existing but not prospective claims), the New Jersey Conscientious Employee Protection Act (NJCEPA), the New Jersey Family Leave Act (NJFLA), the New Jersey Wage Payment Law, the New Jersey Wage and Hour Law, retaliation claim under the New Jersey

- Workers' Compensation Law (NJWCL), the New Jersey Discrimination in Wages Law, the New Jersey Civil Union Act, the New Jersey Smoking Law (NJSL), all including any amendments and their respective implementing regulations, and any other federal, state, local, or foreign law (statutory, regulatory, or otherwise) that may be legally waived and released; however, the identification of specific statutes is for purposes of example only, and the omission of any specific statute or law shall not limit the scope of this general release in any manner;
- b. any and all claims for compensation of any type whatsoever, including but not limited to claims for salary, wages, stipends, bonuses, commissions, incentive compensation, paid leave, vacation, sick pay, or severance;
 - c. any and all claims arising under tort, contract, or quasi-contract law, including but not limited to claims of breach of an express or implied contract, tortious interference with a contract or prospective business advantage, breach of the covenant of good faith and fair dealing, promissory estoppel, detrimental reliance, invasion of privacy, nonphysical injury, personal injury or sickness, or any other harm, wrongful or retaliatory discharge, fraud, defamation, false imprisonment, negligent or intentional infliction of emotional distress, and any claim/grievance under any applicable collective bargaining agreement;
 - d. any and all claims for monetary or equitable relief, including, but not limited to, attorneys' fees and costs, back pay, front pay, tax liability stemming from this Release, reinstatement, experts' fees, medical fees or expenses, costs and disbursements, punitive damages, liquidated damages, and penalties;
 - e. any and all claims whether or not alleged in the lawsuit instituted in the Superior Court of New Jersey, **Hudson County**, bearing Docket Number **HUD-L-797-22**;
 - f. any and all claims occurring after the filing of the lawsuit instituted in the Superior Court of New Jersey, **Hudson County**, bearing Docket Number **HUD-L-797-22**, through the date of the Releasor's execution of this Release, whether known or unknown, that Releasor may have against the Releasee, and
 - g. indemnification rights that Employee has against Bayonne Board of Education.

However, this general release and waiver of claims excludes, and the Employee does not waive, release, or discharge: (i) any right to file an administrative charge or complaint with or testify, assist, or participate in an investigation, hearing, or proceeding conducted by the Equal Employment Opportunity Commission, the New Jersey Division on Civil Rights, or other similar federal or state administrative agencies, although the Employee waives any right to monetary

relief related to any filed charge or administrative complaint; (ii) claims that cannot be waived by law; and (iii) any right to file an unfair labor practice charge under the National Labor Relations

2. **NON-ADMISSION OF LIABILITY.** It is expressly understood that this Release shall not constitute an admission of liability on the part of the Releasee or any admission by the Releasees that Releasees committed any violation of any federal, state, or local law (statutory or decisional), ordinance or regulation, or that Releasees committed any wrong against Releasor.

3. **CLAIMS and/or LIENS.** 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 the Releasor, 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, 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 or any other legal or equitable theory. I therefore agree, upon prompt presentation of any such claims and or liens, to defend You against any such claims and/or liens, and to indemnify and hold You harmless against any judgment entered against you based on such claims and/or liens.

4. **MEDICARE/MEDICAID.** To the extent I am eligible for Medicare/Medicaid, have received benefits from Medicare/Medicaid applicable to the treatment I received as a result of the injuries or other damages I claimed in the lawsuit instituted in the Superior Court of New Jersey, **Hudson County**, bearing Docket Number **HUD-L-797-22** then it is the intent of Releasor and Releasees that any and all conditional payments that have or may be asserted against the Releasor or Releasees shall be satisfied solely by Releasor from the settlement amount proceeds as soon as practical from the date of this Agreement. Conditional payments relate to Medicare Secondary Payer liens and claims, including Medicare Secondary Payer repayment/reimbursement claims as defined under 42 U.S.C. 1395y(b)(2)(B)(ii) and Medicare Secondary Payer subrogation claims as defined under 42 U.S.C. 1395y(b)(2)(B)(v). Any dispute as to the amount Medicare and/or Medicaid reports is owed to it will be initiated and solely handled by Releasor and/or Releasor's counsel. While it is impossible to accurately predict the need for future treatment, this settlement is based upon a good faith determination of Releasor and Releasees in order to resolve a questionable claim. Releasor and Releasees have attempted to resolve this matter in compliance with both state and federal law and it is believed that the settlement terms adequately consider Medicare's and Medicaid's interests and do not reflect any attempt to shift responsibility of treatment to Medicare or to Medicaid pursuant to 42 U.S.C. Sec. 1395y(b). Releasor and Releasees acknowledge, understand, and agree that any present or future action or decision by CMS, Medicare, or Medicaid on this settlement, or on the eligibility or entitlement of Releasor to Medicare, Medicaid, or Medicare and/or Medicaid payments, will not

render this Agreement void or ineffective, or in any way affect the finality of this settlement and this Agreement. Further, in entering into this Agreement and settling the claims of Releasor, the parties have appropriately considered Medicare's and Medicaid's interests and have concluded that no funds should be set aside for the future medical care of Releasor based on the disputed nature of the claim. It is not the purpose of this Agreement to shift responsibility of medical care in this matter to the Medicare and/or Medicaid program(s). Instead, this Agreement is intended to resolve a dispute between Releasor and Releasees.

5. INDEMNIFICATION. In the event I shall recover or seek to recover any monies from any person who thereafter seeks defense and/or indemnification from You arising from claims released in this document, I shall, upon prompt presentation of that claim, defend You against that claim and indemnify and hold You harmless against any judgment entered against You based on that claim.

6. PAYMENT. I will be paid a total of **One Hundred and Fifty Thousand Dollars (\$150,000.00)** in full and final payment for agreeing to and executing this Release. I agree that I will not seek anything further including any other payments(s) from You. **Bayonne Board of Education also agrees to act as a neutral reference for Releasor upon a request made directly to Human Resources, with name and date of employment provided.**

7. STIPULATION OF DISMISSAL. I will execute a Stipulation of Dismissal with prejudice of the lawsuit instituted in the Superior Court of New Jersey, **Hudson County**, bearing Docket Number **HUD-L-797-22.**

8. SEVERABILITY. If any provision of this Release shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions of this Release shall not in any way be affected or impaired thereby.

9. GOVERNING LAW. This Release is made and entered into in the State of New Jersey and shall in all respects be interpreted, enforced and governed under the laws of said state, irrespective of the principles of conflict of law.

10. NON-DISPARAGEMENT. To the maximum extent permitted by law, the Bayonne Board of Education, John Niesz and Maria Valado and Employee shall not issue verbal or written statements or knowingly make any comments, which, in fact or by implication, tend to disparage the Bayonne Board of Education or Employee or any of the Released Parties, or any past or present officers, administrators, board members, or other agents of the Bayonne Board of Education. This provision shall not apply to any disclosure made under compulsion of legal process, or as otherwise required by law.

The Parties agree that neither they nor their attorneys, nor representatives shall reveal to anyone, other than their accountant, auditor, attorney, Employee's spouse or as otherwise required by law, verbally or in writing, other than as may be mutually agreed to in writing, any of the terms of this Agreement, except as required by law.

11. **WHO IS BOUND.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor(trix) of my estate, is also bound. This Release is made for the benefit of You, and all who succeed to the rights and responsibilities of the Releasee, such as the Releasee's heirs or the executor(trix) of the Releasee's estate.

12. **NO FUTURE EMPLOYMENT.** As consideration for this Release, I agree not to seek employment of any form with the **Bayonne Board of Education**. This includes seeking employment as an employee, consultant, contractor, coach, volunteer or in any other capacity, with the **Bayonne Board of Education**. Whether the employment is paid or unpaid, full or part time has no bearing on my agreement to not seek employment. This agreement is fully binding and shall remain in effect indefinitely. Should I seek any such employment outlined above, I understand this will be considered a material breach of the Release.

13. **CONFIDENTIALITY.** To the greatest extent permitted by law, Employee covenants and agrees that he will maintain the confidentiality of, and not to disclose, reveal, publish, disseminate, or discuss, directly or indirectly, to or with any other person or entity, the existence, terms, conditions, and subject matter of this Agreement. It shall not be considered a breach of the obligation of confidentiality for Employee to make disclosure of the terms of this Agreement to obtain private and confidential legal, tax, or financial advice, or to respond to any inquiry from any governmental entity or agency regarding a tax filing. The Employee further agrees to instruct his attorney(s), agents, and representatives to maintain the confidentiality of this Agreement under the same terms set forth herein and acknowledges that any breach of this obligation by his attorney(s), agents, or representatives shall be deemed a breach by the Employee himself. Employee agrees to maintain the confidentiality of any proprietary information of Board that he learned during the course of his employment with Board. In the event Employee is asked about this Agreement, he shall respond that the terms of this Agreement are confidential. The Parties understand that the only exception to this confidentiality requirement, other than those identified in this paragraph, will be the service of a valid court order or a lawfully executed subpoena compelling Employee to answer questions regarding this Agreement. In the event that a court order or subpoena is served on Employee, notice of same shall be served on the Superintendent of Schools for the Bayonne Board of Education, 669 Avenue A, Bayonne, New Jersey 07002 within three (3) business days of receipt of such order or subpoena, and Employee shall cooperate with the Board in any efforts to prevent or limit such disclosure. Employee specifically agrees to refrain from directing, asking, suggesting, influencing, or otherwise

causing, directly or indirectly, any third party, agent, or representative, to make or issue a subpoena or a document request under the Open Public Records Act or the common law of the State of New Jersey regarding this Agreement.

14. **SIGNATURE.** I have read, understand, and agree to the terms of this Release. I have consulted with counsel prior to signing this Release.

BY SIGNING THIS RELEASE, RELEASOR STATES THAT HE:

- a. Has carefully read this Release.
- b. Has had an opportunity to consider this Release for 21 days and if he chooses to execute this Release before the end of the 21-day period, such early execution is completely voluntary.
- c. Will have seven (7) days after the date she signs this Release within which to revoke it in writing, and the Release shall not become effective or enforceable as to any Party until that revocation period ends.
- d. Has been advised to speak to an attorney before signing this Release, and to the extent she wished to, she has done so.
- e. Has agreed that in executing this Release, she has not relied and does not rely on any representation or statement made by THE BOE, except as contained herein.
- f. Has signed this Release voluntarily, without duress or coercion.
- g. Is capable of fully understanding, and does fully understand and agree to, the terms of this Release and knows that she is giving up important rights.

15. **ENTIRE AGREEMENT.** This Release constitutes the entire agreement between the Parties with respect to the subject matter hereof, and there are no inducements, representations, or understandings that do not appear within the terms and provisions of the Release. The Release may not be modified, altered, changed or terminated except upon the express prior written consent of the Parties, which consent must be signed by both Parties or their duly authorized agents.

16. **RATIFICATION.** This Release is subject to ratification and formal approval by the Bayonne Board of Education.

READ THIS RELEASE AND CAREFULLY CONSIDER ALL OF ITS PROVISIONS BEFORE SIGNING IT; IT HAS IMPORTANT LEGAL CONSEQUENCES AND WAIVER OF KNOWN AND UNKNOWN CLAIMS. CONSULT YOUR ATTORNEY BEFORE SIGNING IT.

Dated:

Dwayne Williams

Witnesses or Attested by:
