

SEPARATION AGREEMENT AND MUTUAL GENERAL RELEASE

This Separation Agreement and General Release (the "Agreement") is by and between Deptford School District and Board of Education ("Employer"), and Christopher Rodia, ("Employee"). Employer and Employee are collectively referred to herein as "Parties" and individually as "Party". The Parties agree that:

1. Resignation. Employee has tendered his resignation, attached hereto and made part of this Release by reference. Employee's resignation was accepted by the Board on May 13, 2014 ("Resignation Date") with an effective date of July 2, 2014. During the time period between the Resignation Date and July 2, 2014, Employee shall fully and faithfully perform all duties associated with his position. ✓

2. Review of Separation Agreement and General Release. Employee represents that the provisions of the Agreement and its legal effect have been explained to him by his attorney, Frank Campbell, Esquire, and that the execution of this Agreement is not the result of any duress or undue influence. Employee understands that Employee's signature on this document will demonstrate that Employee has fully understood the terms and implications of this Agreement and that Employee has been afforded a reasonable opportunity to consider it as well as other alternatives to executing the Agreement.

3. Consideration. In consideration for signing this Agreement, and for the full compliance with the terms, conditions and promises made herein, Employer agrees as follows:

a. Employer will continue to keep Employee on Employer's payroll until July 2, 2014. All lawful deductions, including applicable local, state, FICA, federal income taxes and contributions to cost of health coverage, will be processed in accordance with the manner in which deductions had occurred in the 2013-2014 school year.

b. During the time that Employee will be kept on Employer's payroll, he will also be provided continued health benefits and such other benefits as are required.

4. General Release of Claims. Parties knowingly and voluntarily release and forever discharge one another, absent negligence, fraud or misrepresentation, of and from any and all claims, charges, complaints, liabilities, obligations, promises, damages, actions, rights, costs, losses and expenses (hereafter referred to collectively as the "Claims"), known and unknown, which Parties, Parties heirs, executors, administrators, successors and assigns (hereafter referred to collectively as "Parties") have or may have against one another as of the date of execution of this Agreement, including but not limited to, any Claims arising out of Employee's employment or separation of employment.

In particular, Parties knowingly and voluntarily release and forever discharges any claim that they may have against one another arising out of his employment and/or separation from employment with Employer.

Employee fully understands that this General Release includes any and all Claims related in any manner to Employee's employment or the cessation of that employment, with the exception of any rights Employee may have under the New Jersey Unemployment or Workers' Compensation laws. Nor does this General Release of Claims release any claims or eliminate Employee's right to receive (or a right to submit an ERISA claim or appeal with respect to) any vested benefits which he may have accrued under any cash balance, pension or saving plans, deferred compensation or other employee benefit plans in which Employee is a participant.

5. No Claims Exist. Employee acknowledges that, to the best of his knowledge, there is no existing or potential liability to the School District arising out of, connected with, or resulting from, any acts or omissions, by Employee during his time of employment in the District.

6. No Future Obligations. Employee understands and agrees that Employer shall not be obligated in any way to provide Employee with future employment, compensation or benefits in any amount or for any reason other than as specifically set forth in Paragraph 3 above. Accordingly, Employee agrees that he will not seek or apply for future employment with Employer.

7. Return of Employer Property. Employee agrees to remit any property of Employer not returned on May 13, 2014, and to return any and all property, including all copies or duplicates thereof belonging to Employer, including, but not limited to, keys, identification, security cards, credit cards, cell phones, electronic equipment, electronically stored information, documents, supplies, confidential documents, business records, etc. on or before July 2, 2014.

8. Confidentiality Regarding the Terms of the Agreement. In addition, Employee acknowledges that in consideration of the commitments set forth in Paragraph 3 above, Employee agrees to maintain the confidentiality of this Agreement and all negotiations or discussions with the Employer or its counsel concerning this Agreement, and agrees to refrain from disclosing to any third party (except to his attorneys, the taxing authorities, members of his immediate family or as otherwise required by law) the contents of this Agreement or any other documents or agreements executed in connection with this Agreement, including specifically, but not limited to, the payment made in connection with this Agreement. The Employee agrees that the confidentiality provision in this Agreement is a substantial inducement to the Employer to participate in this Agreement, and that any disclosure of the terms and conditions of this Agreement or any other documents or agreements executed in connection with this Agreement would result in damage to the Employer.

The Parties agree that Paragraph 17 governs any breach of this Paragraph.

9. Governing Law, Jurisdiction and Interpretation. This Agreement shall be governed, interpreted, construed, regulated and conformed in accordance with the laws of the

State of New Jersey, Gloucester County, without regard to its conflict of laws provisions. The Parties hereby submit to the jurisdiction of the New Jersey Courts.

10. Severability. In the event that any provision contained in this Agreement is declared invalid, illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be made enforceable, excluding the General Release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Moreover, if any provision, excluding the General Release language, is determined to be invalid, illegal or unenforceable but can be made valid, legal or enforceable by modification thereof, then the Party for whose benefit the provision exists may make such modification as necessary to make the provision valid, legal and enforceable.

11. Non-Admission of Wrongdoing. Employee agrees that neither this Agreement nor the furnishing of the consideration for this Agreement set forth in Paragraph 3 shall be deemed or construed at any time for any purpose as an admission by Employer of any liability or unlawful conduct of any kind. Employer agrees that neither this Agreement nor his resignation in exchange for the consideration provided shall be deemed or construed at any time for any purpose as an admission by employee of any wrongdoing or unlawful conduct on his part of any kind.

12. Non-Disparagement. The Employer agrees that it will not make any disparaging, demeaning or denigrating comments to any person or entity, or take any action toward the Employee, whether in oral discussions or in writing, relating to any aspect of the employment relationship or the separation thereof, nor shall Employee act in any way that may damage the reputation or integrity of Employer.

13. Amendment. This Agreement may not be modified except upon express written consent of both Parties wherein specific reference is made to this Agreement.

14. Breach and Remedies. In the event of a material breach of a term of this Agreement, it is acknowledged that each Party may institute an action specifically to enforce the terms of this Agreement, to pursue any available equitable remedies, and to seek all available damages resulting from such breach. Furthermore, the Employee acknowledges and agrees that as a result of the services rendered by him, to Employer, he is aware of information not generally known to the public and that the post-employment restrictions contained in this Agreement are required for Employer's reasonable protection. Employee further acknowledges and agrees that because of the unique and extraordinary nature of the confidential information, any breach or threatened breach of any post-employment restrictions contained in this Agreement, as specifically set forth in Paragraphs 10 and 11 above, will cause irreparable injury and incalculable harm to Employer and, therefore, Employer shall be entitled to injunctive relief, specific performance, and other equitable relief for such breach or threatened breach, and that resort by Employer to any such equitable relief shall not be deemed to be a waiver or limited in any respect by any other right or remedy which the Employer may have with respect

to such breach or threatened breach. In the event that any action, suit or proceeding at law or in equity is brought pursuant to this Agreement to enforce any aspect of this Agreement or to obtain money damages for the threatened breach or breach thereof, the promises and covenants of both Parties set forth herein shall continue in full force and effect and shall be enforced. Moreover, the prevailing Party in any such action, suit or proceeding shall be entitled, upon demand, to reimbursement from the breaching Party for any and all costs and expenses (including, without limitation, reasonable attorney's fees and disbursements) incurred in connection therewith.

15. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and fully supersedes any prior agreements or understandings between the Parties. The parties acknowledge that each respectively has not relied on any representation, promises, or agreements of any kind made connection with the decision to sign this Agreement, except for those set forth in this Agreement.

16. Headings. The headings of the Paragraphs contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

17. No Strict Construction. Each Party has cooperated in the preparation of this Agreement. Hence, the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

18. Waiver. Failure or delay on the part of either Party hereto to enforce any right, power or privilege hereunder shall not be deemed to constitute a waiver of any other provision of this Agreement.

19. The Board hereby agrees to pay the employee's annual salary for the 2014-2015 school year, on a prorated basis for the period running from July 2, 2014 through September 30, 2014, as part of the Board's consideration in this agreement with Christopher Rodia for his separation from service and receipt of his signed letter of resignation effective July 2, 2014.

HAVING ELECTED TO EXECUTE THIS SEPARATION AGREEMENT AND GENERAL RELEASE, TO FULFILL THE PROMISES SET FORTH HEREIN, AND TO RECEIVE THE CONSIDERATION SET FORTH IN PARAGRAPH 3 ABOVE, EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS SEPARATION AGREEMENT AND GENERAL RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST EMPLOYER.

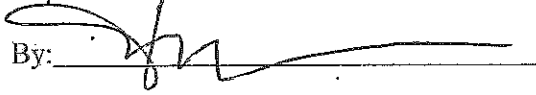
IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Separation Agreement and General Release as of the date set forth below.



Christopher Rodia

5/29/14

Date

Deptford Board of Education
By: 

Name: Rachel C. Green

Title: Board President

5/29/14

Date



State of New Jersey

Department of Education
Gloucester County Office
254 County House Road
Clarksboro, NJ 08020
Phone: (856) 686-8375
Fax: (856) 423-5296

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DAVID C. HESPE
Acting Commissioner

MARGARET J. NICOLOSI
Interim Executive Regional Superintendent

May 28, 2014

Mr. Gary Loudenslager, Superintendent
Deptford Township Public Schools
2022 Good Intent Road
Deptford, NJ 08096

Dear Mr. Loudenslager:

I have reviewed the "Separation Agreement and Mutual General Release" for Christopher Rodia, School Business Administrator/Board Secretary, in accordance with N.J.A.C. 6A:23A-3.1 (e) 5. Based upon my review, I have determined that those provision of the agreement subject to my review pursuant to N.J.A.C. 6A:23A-3.1 are in compliance with applicable laws and regulations.

Once the Board has approved this agreement, please submit a signed copy to me for our files.

Very truly yours,

A handwritten signature in cursive script that reads "Margaret J. Nicolosi".

Margaret J. Nicolosi
Interim Executive Regional Superintendent

c: Rachel Green, Board President
Christopher Rodia, School Business Administrator/Board Secretary