

CLAIM #: 11E003 194D
RELEASE OF ALL CLAIMS

That John Paff and his attorney, Mr. Walter M. Luers (hereafter the Releasor[s]), for the sole consideration of Six Thousand dollars (\$6,000.00) to the undersigned paid, receipt, whereof is hereby acknowledged received from NEW JERSEY SCHOOL BOARDS ASSOCIATION INSURANCE GROUP, RUNNEMEDE BOARD OF EDUCATION, RECORD CUSTODIAN OF THE RUNNEMEDE BOARD OF EDUCATION AND KELLY BRAZELTON (hereafter the Releasees) and does for release, acquit and forever discharge the fore-mentioned Releasees and his, her, their, or its agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now has/have or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof resulting or to result from the accident, casualty or event which is the basis of the claim.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said releases deny liability therefore and intend merely to avoid litigation and buy the peace.

The undersigned further declares and represents that the injuries sustained are or may be permanent and progressive and that recovery therefrom is uncertain and indefinite and in making this Release, it is understood and agreed that the Undersigned rely(ies) wholly upon the undersigned's judgment, belief and knowledge of the nature, extent and duration of said injuries and liability therefor and is made without reliance upon any statement or representation of the party or parties hereby released or their representatives or by any physician or surgeon by them employed.

The undersigned further declare(s) and represent(s) that there may be unknown or unanticipated injuries resulting from the above-stated accident, casualty or even and in making this release, it is understood and agreed that this Release is intended to include such injuries.

The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.

It is further understood that as a condition of this settlement, 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 Releasors and/or their Attorneys, 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

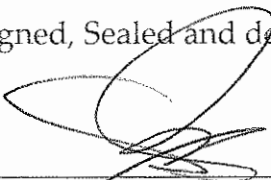
liens, or any of the statutory, equitable, common law or judgment claims and/or liens, including but not limited to claim based on subrogation or any other legal or equitable theory. Releasor(s) therefore agrees, upon prompt presentation of any such claims and/or liens, to defend Releasees against any such claims and/or liens, and to indemnify and hold Releasees harmless against any judgment entered against Releasees based on such claims and/or liens, including the payment of any fines, charges and attorneys fees incurred as a result of any such lien. Failure to satisfy any such lien shall be considered a breach of this Agreement and Releasor(s) and their Attorneys agree to pay all costs, interest and attorneys fees relative to any such lien."

This Release expressly reserves all rights of the person or persons on whose behalf the payment is made and the rights of all persons in privity or connected with them and reserves to them their right to pursue their legal remedies, if any; including but not limited to, claims for contribution, property damage and personal injury against the undersigned or those in privity or connected with the undersigned.

This release expressly reserves the Releasor's right to, as need be, enforce the provisions of ¶¶ 1 and 2 of the Consent Judgment that was entered into between the parties in the case of Paff v. Runnemede Board of Education, et al, Docket No. CAM-L-2865-11.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, Sealed and delivered this 6th day of September, 2012.



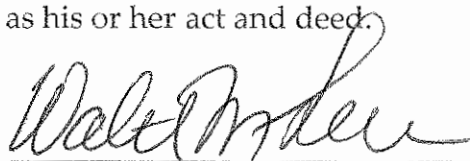
John Paff

Dated: September 6, 2012

STATE OF NEW JERSEY
COUNTY OF HUNTERDON:

I certify that on September 6, 2012, John Paff 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.



Walter M. Luers, Esq.
Attorney

Law Offices of Walter M. Luers, LLC
 Suite C203
 23 West Main Street
 Clinton, New Jersey 08809
 Phone: 908-894-5656
 Counsel for Plaintiff



 JOHN PAFF :
 Plaintiff :
 v. :
 RUNNEMEDE BOARD OF :
 EDUCATION, et al :
 Defendant :

SUPERIOR COURT OF NEW JERSEY
 LAW DIVISION, CIVIL PART
 CAMDEN COUNTY
 DOCKET NO: L-2865-11

Civil Action

CONSENT JUDGMENT

This matter was opened to the Court jointly by the Law Offices of Walter M. Luers, LLC (Walter M. Luers, Esq., appearing), attorney for Plaintiff John Paff and Lennox, Socey, Formidoni, Brown, Giordano, Cooley & Casey (Casey Langel, Esq., appearing) attorney for Defendant Runnemede Board of Education (hereafter "the Board") and upon consent of these parties, it is on this 25 day of

Sept 2012 ORDERED that:

1. The Board agrees, going forward, that the minutes of its nonpublic (*i.e.*, closed or executive) meetings shall recite and disclose any official decision or action taken by the Board, and the minutes shall contain sufficient facts and information to permit the public to understand and appraise the reasonableness of the Board's determination. Nothing in this paragraph shall prevent the Board from redacting its nonpublic meeting minutes, as necessary, to prevent public disclosure of issues or information that need to be kept confidential.
2. The Board agrees, going forward, that the resolutions it passes, in accordance with N.J.S.A. 10:4-13, before going into a nonpublic (*i.e.* closed or executive) meeting shall:
 - a. Be in the form of the sample "RUNNEMEDE BOARD OF EDUCATION RESOLUTION NO. _____ AUTHORIZING EXECUTIVE SESSION" attached to this Consent

Judgment, and that the Board shall adhere to each requirement and instruction set forth therein.

- b. Set forth as much information about the topic(s) to be privately discussed that can be disclosed without undermining the N.J.S.A. 10:4-12b exception(s) that authorize the topic(s) to be discussed in private.
- c. Set forth, as precisely as possible, the time that is expected to elapse or the event that needs to occur before the minutes of the nonpublic session relating to each topic privately discussed may be publicly disclosed.

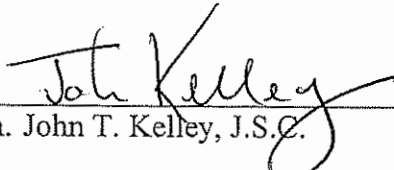
3. The Board shall, within twenty (20) days of the entry of this Consent Judgment, provide to Plaintiff a written narrative in the form of correspondence from Superintendent Ward to Plaintiff that was negotiated between the parties on July 9, 2012.

4. The Board agrees that Plaintiff is the prevailing party entitled to an award of reasonable attorneys' fees on Count I of his Complaint only and Defendant shall, within twenty (20) days after the entry of this Consent Judgment, remit to Plaintiff's attorney \$6,000 for Plaintiff's costs of court and attorney fees.

5. This Consent Judgment resolves all the matters alleged in the Complaint as well as any issues that have been asserted or could be asserted by the defendants against the Plaintiff.

6. Within 20 days after the entry of this Consent Judgment, the parties shall serve and file a stipulation of dismissal with prejudice.

7. This Consent Judgment is entered into with no admission of fault by Board or any of the other defendants.



Hon. John T. Kelley, J.S.C.

Our clients consent to the terms of this Consent Judgment:

Walter M. Luers

Walter M. Luers, Esq.
For Plaintiff John Paff

Date: 9/6/12

Casey Langel

Casey Langel, Esq.
For Defendants

Date: 8/16/12

RESOLUTION

WHEREAS, while the Sen. Byron M. Baer Open Public Meetings Act (N.J.S.A. 10:4-12 et seq.) requires all meetings of the Runnemede School District, Board of Education to be held in public, N.J.S.A. 10:4-12(b) sets forth nine types of matters that may lawfully be discussed in Executive Session," i.e. without the public being permitted to attend; and

WHEREAS, the Runnemede Public School District, Board of Education has deemed it necessary to go into closed session to discuss certain matters which are exempted from the Public; and

WHEREAS, the nine exceptions to public meetings set forth in N.J.S.A. 10:4-12(b) are listed below, and next to each exception is a box within which the number of issues to be privately discussed that fall within that exception shall be written, and after each exception is a space where additional information that will disclose as much information about the decision as possible without undermining the purpose of the exception shall be written.

NOW, THEREFORE, BE IT RESOLVED that the Runnemede Public School District, Board of Education will go into closed session for the following reason(s) as outlined in N.J.S.A. 10:4-12(b):

- ___ Any matter which, by express provision of Federal Law, State Statute or Rule of Court shall be rendered confidential or excluded from discussion in public
- ___ Any matter in which the release of information would impair a right to receive funds from the federal government;
- ___ Any matter the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publically;
- ___ Any collective bargaining agreement, or the terms and conditions of which are proposed for inclusion in any collective bargaining agreement, including the negotiation of terms and conditions with employees or representatives of employees of the public body
- ___ Any matter involving the purpose, lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed;
- ___ Any tactics and techniques utilized in protecting the safety and property of the public provided that their disclosure could impair such protection;
- ___ Any investigations of violations or possible violations of the law;
- ___ Any pending or anticipated litigation or contract negotiation in which the public body is or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer;
- ___ Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public;
- ___ Any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act of omission for which the responding party bears responsibility;

WHEREAS, the length of the Executive Session is undetermined; however, the Runnemede Public School District, Board of Education will make every attempt to estimate the time of the session prior to convening the session after which the public meeting shall reconvene at ___ pm and the Runnemede Public School District, Board of Education will proceed with business.

NOW, THEREFORE, BE IT RESOLVED, that the Runnemede Public School District, Board of Education will go into Executive Session for only the above stated reasons;

BE IT FURTHER RESOLVED that the Runnemede Public School District, Board of Education hereby declares that its discussion of the aforementioned subject(s) may be made public at a time when the Runnemede Public School District, Board of Education attorney advises that the disclosure of the discussion will not detrimentally affect any right, interest or duty of the school district or any other entity with respect to said discussion.

BE IT FURTHER RESOLVED that the Runnemede Public School District, Board of Education, for the aforementioned reasons, hereby declares that the public is excluded from the portion of the meeting during which the above discussion shall take place and hereby directs the board secretary to take the appropriate action to effectuate the terms of this resolution.

BE IT FURTHER RESOLVED that the Board Secretary on the next business day following this meeting, shall furnish a copy of this resolution to any member of the public who requests one at the fees allowed by N.J.S.A. 47:1A-1 et seq.

ROLL CALL VOTE: Yes No Abstain Absent

XIII. Return to Public Session

Motion by _____

Seconded by _____

ROLL CALL VOTE: Yes

No

Abstain

Absent

XIV. Adjournment or Recess

Motion by _____

Seconded by _____