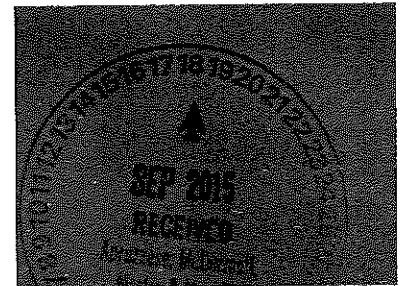


**Bound Brook Bd. of Ed. & Bound Brook Educ. Ass'n.**  
**Docket No.: AR-2015-450**



**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Agreement and General Release is entered into by and between the BOUND BROOK BOARD OF EDUCATION (“Board”), the BOUND BROOK EDUCATION ASSOCIATION (“Association”) and KIMBERLY CHARNUSKA (“Charnuska”). The parties hereby agree as follows:

1. The Association and Charnuska agree to dismiss the grievance arbitration with Docket No. AR-2015-450 in its entirety with prejudice.
2. Charnuska agrees to sign a full release and waiver of any and all claims against the Board as set forth in Paragraphs 4 and 5 below.
3. The Board agrees that any investigation records and notes relating to allegations of misconduct by Charnuska will be kept out of her School District personnel file(s).
4. Charnuska on her own behalf and on behalf of her heirs, executors, administrators, successors and assigns (hereinafter collectively referred to as “Charnuska”) hereby releases and forever discharges the Bound Brook Board of Education and all of its present and former members, administrators, officers, employees, agents, representatives, insurance carriers, successors and assigns and the estate and/or heirs thereof (hereinafter collectively referred to as the “Board”) from any and all claims, known and unknown, resulting from anything which has happened, including claims for attorneys’ fees. Charnuska hereby represents that she has not filed, and will not institute, any claims or actions of any kind against the Board, its officers, employees and/or agents.
5. Without limiting the scope of the foregoing provision in any way, Charnuska specifically releases all claims relating to or arising out of any aspect of her employment with or service to the Board up to the effective date of this Agreement and General Release and the cessation of her employment, including, but not limited to, all claims under the Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq., as amended by the Older Workers’ Benefit Protection Act, specifically § 626; Title VII of the Civil Rights Act of 1964 and 1991, as amended, 42 U.S.C. § 2000e, et seq. and laws amended thereby; the

Civil Rights Act of 1966, 42 U.S.C. § 1981, et. seq.; the Civil Rights Statutes contained in 42 U.S.C. §§ 1983, 1985, and 1986 and any related laws; the Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et. seq.; the New Jersey Law Against Discrimination ("NJLAD"), N.J.S.A. 10:5-1, et. seq.; the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et. seq.; the New Jersey Family Leave Act, N.J.S.A. 34:11b-1, et seq.; the Federal Family and Medical Leave Act, 29 U.S.C. § 2601, et. seq.; the Employee Retirement Income Security Act, 29 U.S.C. § 1001, et seq.; the Rehabilitation Act of 1973, 29 U.S.C. § 791, et. seq.; the Occupational Safety and Health Act, 29 U.S.C. § 651, et seq.; the Fair Labor Standards Act, 29 U.S.C. § 201, et seq.; the Equal Pay Act, 29 U.S.C. § 206(d); the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a, et seq.; the New Jersey Wage Payment Law, N.J.S.A. 34:11-4.1, et seq.; New Jersey Civil Rights Act, and any other Federal, State or local equal employment opportunity laws, regulations, or ordinances; contract, quasi-contract, negligence, interference with contract/business advantage; fraud; intentional infliction of emotional distress; and/or any other duty or obligation of any kind or description. This release shall apply to all known, unknown, unsuspected, and unanticipated claims, liens, injuries and damages.

6. Both parties acknowledge that the provisions of this Agreement and General Release include valuable and sufficient consideration for the obligations undertaken herein.
7. Charnuska acknowledges that she had the opportunity to consult with her attorney before agreeing to these terms and signing this Agreement and General Release; that she has carefully read and fully understands all of the provisions of this Agreement; that she has had adequate time to review the Release and the provisions contained herein; and that she fully understands and voluntarily agrees to the terms of this Agreement and the Release.
8. This Agreement and General Release constitutes the entire agreement with respect to the subject matter hereof and shall not be amended, modified, or amplified except in writing signed by both parties.
9. It is agreed that in resolving this matter, the Board, together with its present and past members, administrators, employees, representatives, servants, and agents, are not admitting to any liability or wrongdoing in any fashion.
10. It is agreed that in resolving this matter, the Association and Charnuska are not admitting to any liability or wrongdoing in any fashion.

Date: 9/16/15

Kimberly Charnuska  
KIMBERLY CHARNUSKA

STATE OF NEW JERSEY:  
SS:  
COUNTY OF SOMERSET :

I CERTIFY that on 9-16, 2015 Kimberly Charnuska personally came before me and acknowledged under oath, to my satisfaction that she is named in and personally signed this document.

Lynne Nelson  
Notary Public  
State of New Jersey

LYNNE R. NELSON  
NOTARY PUBLIC OF NEW JERSEY  
ID # 2430916  
My Commission Expires 3/7/2018

Bound Brook Board of Education

Daniel Gallagher  
By: Daniel Gallagher, Superintendent

Bound Brook Education Association

Loren Paxson  
By: Loren Paxson, Association President