

SEPARATION AGREEMENT AND GENERAL RELEASE

THIS SEPARATION AGREEMENT AND GENERAL RELEASE (hereinafter, "Agreement") is entered into between Vincent Palmieri (hereinafter, "Palmieri") and the Upper Township Board of Education/Upper Township School District (hereinafter, "Board"). Palmieri and the Board are jointly referred to as the "Parties" or severally as a "Party" throughout this agreement.

WHEREAS Palmieri has been employed as a Superintendent by the Board;

WHEREAS Palmieri has also achieved tenure in the position of principal in the district and has seniority in that position;

WHEREAS Palmieri and the Board desire to settle all aspects of Palmieri's employment rights and benefits by executing this SEPARATION AGREEMENT and GENERAL RELEASE ("Agreement").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, each intending to be legally bound, agree as follows:

1. Recitals. The above recitals are repeated and incorporated into this Agreement.

2. Separation from Employment. Palmieri will formally choose to resign from all positions with the Board at the close of business on December 31, 2024. He will submit an irrevocable letter of resignation, effective at the close of business on December 31, 2024, which shall be in the form attached hereto as Exhibit A and shall be signed and attached to this Agreement. Palmieri agrees not to seek re-employment from the Board and acknowledges that the Board has no obligation, contractual or otherwise, to hire, rehire, or re-employ Palmieri in the future. The Board agrees that upon the Parties' execution of this Agreement, Palmieri will be deemed to have satisfied any and all contractual and statutory notice requirements.

3. Leave of Absence. Palmieri will remain on a paid leave of absence from January 1, 2023 through the close of business on December 31, 2024. During this time period, Palmieri will waive all accrued sick leave days, personal leave days, and vacation leave days. Palmieri shall have the unconditional right to full continuation of his health and major medical benefits, prescription health insurance benefits, dental and vision benefits and all other emoluments of employment, subject to the 2% employee contribution to health insurance. The Board will continue to pay Palmieri's life insurance policy and dues to the New Jersey Association of School Administrators (NJASA) throughout the term of his employment. The Board agrees that Palmieri's entitlement to benefits will last through December 31, 2024. Palmieri's salary from January 1, 2023 through December 31, 2023 will be unchanged from his 2022-2023 employment contract. For the period from January 1, 2024 through the close of business on December 31, 2024, Palmieri will receive an annualized salary of \$135,000 in the role of Principal. For clarity, please refer to the table below:

- b. This release specifically excludes claims arising under the Workers' Compensation Act, N.J.S.A. 34:15-1 *et seq.*; the Teachers' Pension and Annuity Fund Act, N.J.S.A. 18A:66-1 *et seq.*; the indemnity provisions of N.J.S.A. 18A:16-6 and -6.1 with regard to civil and criminal actions; claims by third parties; and claims arising from any breach of this agreement. Palmieri is not presently aware of any such claims.
- c. Neither Palmieri nor any person or entity acting on his behalf, nor the Board, its current or former members, successors, employees and/or agents, except as may otherwise be provided herein, will file any type of complaint, charge, claim, and/or cause of action, or cause or permit any complaint, charge, claim, and/or cause of action to be filed, against any of the Released Parties involving any matter whatsoever which occurred at any time from the beginning of time up to and including the effective date of this Agreement, or involving any continuing effects or any acts or practices which may have arisen or occurred prior to the effective date of this Agreement. It is understood that if a class action is filed, that the mere filing of said action does not place Palmieri in breach of this Agreement, provided that Palmieri takes reasonable steps with all due speed to remove himself from the class. It is understood that if a collective action is filed, Palmieri will not opt into the collective action.
- d. To the extent that either party has already filed, or caused to be filed, by any person or entity on her behalf, a complaint, charge, claim, and/or cause of action in any administrative and/or judicial forum, s/he/it shall immediately notify the other, in writing, of the nature of the complaint, charge, claim, and/or cause of action and shall provide all copies of the same to the other party. Further, the parties agree to immediately withdraw any complaint, charge, claim, and/or cause of action and to provide the other party with documentation proving the same. To the extent that any administrative and/or judicial agency fails and/or refuses to permit the filing party to withdraw a complaint, charge, claim, and/or cause of action, the filing party shall advise the defending party, in writing, and the filing party shall refuse to cooperate with any investigation and/or proceeding regarding the complaint, charge, claim, and/or cause of action if the law permits. Should the filing party receive any damages, monetary reimbursement, or any compensation whatsoever as a result of having brought a complaint, charge, claim, and/or cause of action, the filing party shall immediately remit said damages, monetary reimbursement, or compensation to the defending party.
- e. Nothing in this Agreement shall preclude Palmieri from cooperating with any investigation being conducted by the Equal Employment

Opportunity Commission or state or local fair employment practices agency, or in any criminal, quasi-criminal, or law enforcement investigation, although Palmieri waives any right to any monetary relief related to the same. This Agreement is not intended to waive any claims that cannot be waived by law.

6. Older Workers Benefit Protection Act. In conformity with the Older Workers Benefit Protection Act (OWBPA), Palmieri acknowledges that (i) this Agreement is written in a manner calculated to be understood by Employee, (ii) this Agreement represents Employee's knowing and voluntary waiver and release of any and all claims described in Paragraph 5 that Palmieri might have including, but not limited to, any such claims arising under the Age Discrimination in Employment Act of 1967, as amended (the ADEA), (iii) Employee has not waived any claim under the ADEA that may arise after the date Employee executes this Agreement, (iv) the consideration Palmieri will receive in exchange for this Agreement (i.e., the payments and benefits set forth above) is something of value to which Palmieri is not already entitled, (v) Palmieri is hereby being advised to consult with an attorney prior to executing this Agreement, (vi) Palmieri was provided 21 days to consider this Agreement, and (vii) Palmieri has seven days following Palmieri's execution of this Agreement in which to revoke it by written notice of revocation that must be delivered to and received by the Board Secretary, no later than the seventh day after Palmieri has signed this Agreement. This Agreement will not become effective and enforceable until the eighth day after Palmieri's execution of this Agreement without revocation (such eighth day is the Effective Date of this Agreement).
7. No Admission of Liability. Neither this Agreement nor Palmieri's resignation constitutes an admission of liability or wrongdoing on Palmieri's part, nor does the execution of this Agreement constitute an admission of any liability or wrongdoing on the part of the Board of its employees, representatives or agents.
8. Prospective Employers. Until and including June 30, 2023, any prospective employer who inquires as to Palmieri's employment history shall be referred to the Business Administrator/Board Secretary. Starting on July 1, 2023, any prospective employer who inquires as to Palmieri's employment history shall be referred to the Superintendent of Schools or their designee and informed only of Palmieri's resignation in good standing. In no event will the Board or its officers, members, employees, or agents make any statement, verbal or written, to any current or prospective employer that is adverse to Palmieri's interests. All such references shall be cleared through the Superintendent. The Superintendent will provide a neutral letter of recommendation.
9. Non-Interference and Non-Disparagement. The Parties mutually agree not to make, publicly or privately, through any media or medium (including, without limitation, comments on social networking sites and social media), any defamatory, disparaging, or derogatory remarks or otherwise make statements that could injure the business or

New Jersey Statutes and Regulations. The Parties hereby irrevocably submit to the exclusive jurisdiction of such forum and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

14. Entire Agreement. It is understood between the Parties that neither Party has relied upon any representation, express or implied, made by any other party or their counsel or any of their representatives, and that this Agreement constitutes the entire understanding of the Parties and cannot be modified except in writing signed by all of the Parties hereto.
15. Modification and Waiver: No modification or waiver of any of the terms of this Agreement shall be valid unless in writing and executed by each Party with the same formality as this Agreement.
16. Legally Binding. The terms of this Agreement contained herein are contractual, and not a mere recital. This Agreement shall be binding upon the Parties hereto and upon their heirs, administrators, representatives, executors and assigns. Palmieri expressly warrants that he has not transferred to any person or entity any rights, causes of action or claims released in this Agreement. The Parties further represent and agree that they are not impaired, whether by bankruptcy or otherwise, from signing this Agreement or releasing any of the rights or claims.
17. Rules of Construction: Palmieri agrees and acknowledges that, as Palmieri has carefully read, reviewed, and considered the terms of this Agreement and has had the full opportunity to obtain legal advice from counsel of his choice in connection with this Agreement. Any heading contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
18. Severability. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the Parties will make reasonable efforts to reform that provision to be legal, valid, and enforceable. Should the provision remain illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.
19. Counterparts. This Agreement may be signed in counterparts. Electronic scans or facsimiles of signatures will have the same force and effect as original signatures.
20. Board Approval. This Agreement is subject to Board approval. The Board will make every effort to have the Agreement, once executed by Palmieri, presented for approval at the Board's next scheduled meeting. The Board's Superintendent will recommend approval. Upon approval, the Board President is fully authorized to execute this Agreement on behalf of the Board and will attach as Exhibit B to this Agreement a true copy of the Board minutes or resolution demonstrating Board approval.

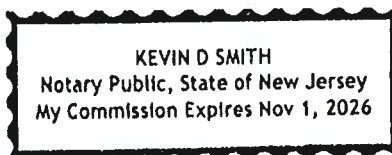
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

VINCENT PALMIERI


By: Vincent Palmieri, on his own behalf

On November 21, 2022, before me personally came Vincent Palmieri,
known to me to be the individual who executed the foregoing
Confidential Settlement Agreement and General Release, and duly acknowledged to
me that he executed the same.

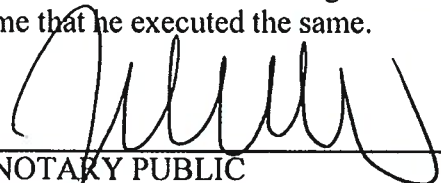

NOTARY PUBLIC KEVIN D SMITH



UPPER TOWNSHIP BOARD OF EDUCATION


By: _____, Board President

On November 21, 2022, before me personally came Michele Barberi,
known to me to be the individual who executed the foregoing
Confidential Settlement Agreement and General Release, and duly acknowledged to
me that he executed the same.


NOTARY PUBLIC

NICOLE SCHNEIDER
NOTARY PUBLIC OF NEW JERSEY
Comm. # 50082409
My Commission Expires 5/11/2023