

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into as of this 28 day of January, 2013, between CAROL FERGUSON (referred to herein as "FERGUSON" or "RELEASOR"), on the one hand, and the CITY OF NORTHFIELD BOARD OF EDUCATION (referred to herein as "the BOARD"), on the other hand, with respect to that lawsuit encaptioned Carol Ferguson v. City of Northfield Board of Education, Superior Court of New Jersey, Law Division, Atlantic County, under Docket No. L-1808-10 ("the Litigation") and all claims which were or could have been asserted therein.

By means of this Agreement, RELEASOR intends to fully and unconditionally release any and all claims she, her heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against the BOARD and its affiliates, predecessors, successors, parents, subsidiaries, divisions, assigns, officers, directors, shareholders, representatives, employees, former employees, attorneys, consultants, elected officials, former elected officials, agents, and insurers, including but not limited to the Atlantic and Cape May Counties Association of School Business Officials Joint Insurance Fund ("ACCASBO JIF") and Selective Insurance Company (collectively referred to as "RELEASEES"), the remaining terms of which Agreement are now fully set forth in Paragraphs I through XVIII below.

I. Consideration

In consideration of the payment of Four Hundred Thirty Seven Thousand Five Hundred Dollars and no cents (\$437,500.00) to RELEASOR, RELEASOR gives the releases, covenants, representations, and warranties stated herein. RELEASOR shall seek nothing further from the BOARD including any other payment or benefits. Payment of the aforementioned \$437,500.00 shall be made as follows:

- a. \$109,375.00 by the BOARD to the law firm of O'Brien Belland & Bushinsky, LLC, to be paid within thirty (30) days of the full execution of this Agreement;
- b. \$10,625.00 by ACCASBO JIF to the law firm of O'Brien Belland & Bushinsky, LLC, to be paid within thirty (30) days of the full execution of this Agreement;
- c. \$317,500.00 to the Plaintiff, Carol Ferguson, to be paid:
 1. \$208,125.00 by ACCASBO JIF within thirty (30) days of the execution of this Agreement;
 2. \$109,375.00 by the BOARD after January 14, 2014 and before January 21, 2014.

This payment is inclusive of RELEASOR'S counsel fees and costs. Releasees take no position on the allocation of the settlement amount, which represents a global settlement of all claims presented and which could have been presented. FERGUSON and her attorneys shall supply such documentation as may be necessary for the issuance of these payments, such as W-9s, Medicare Reporting Form, a Child Support Judgment Search, and such other documentation as may be reasonably required by the BOARD and/or the BOARD's insurer.

II. Covenant Regarding the End of Ferguson's Employment

FERGUSON shall submit a letter of resignation to the BOARD immediately, with the resignation effective as of June 30, 2013, and the Board shall accept Ferguson's resignation in good standing. A form of resignation letter is attached to this Agreement as Schedule A and shall be executed by Ferguson contemporaneously with her execution of this Agreement. Ferguson shall utilize and exhaust her available sick and personal days (85 days) from the date of this Agreement. Should Ferguson's available sick and personal days be insufficient to carry her to June 30, 2013, the BOARD shall carry FERGUSON as an employee in an unpaid leave status from the date of the exhaustion of her sick/personal leave until June 30, 2013. FERGUSON has already elected to waive her entitlement to medical benefits, and shall not be entitled to medical benefits from the Board. FERGUSON further waives any right or entitlement to reimbursement for this waiver of medical benefits.

As of the date of this Agreement, Ferguson shall not be entitled to access the Northfield School, or any database or computer system of the Northfield School, as an employee. Notwithstanding the foregoing, Ferguson shall be entitled to the same right of access to the Northfield School as any citizen and any parent having a child in the Northfield School District. Ferguson shall otherwise surrender any and all rights, responsibilities and obligations of a Northfield School District employee, including but not limited to the relinquishment of her position as a member and officer of the Northfield Education Association. Ferguson shall further not file, cause to be filed, or otherwise cooperate in any grievance of the Northfield Education Association. Notwithstanding the foregoing, Ferguson shall be obligated to respond to any duly served and issued subpoena compelling her testimony as a fact witness.

Within seven (7) days of the execution of the Agreement by Ferguson and the BOARD, Ferguson shall contact Business Administrator Linda Albright to arrange for the removal of any of her personal items and effects from the Northfield School, and to simultaneously turn over her employee identification card, and any other property of the Northfield School District. The removal of Ferguson's

personal items and surrender of BOARD property shall take place on a weekend, or otherwise on a day when school is not in session.

The BOARD and FERGUSON agree that FERGUSON'S employment with the BOARD is at an end pursuant to this Agreement, and, accordingly, FERGUSON agrees that she will not seek reinstatement or reemployment with the BOARD. FERGUSON further agrees that this Agreement is good and sufficient cause for the BOARD to reject any application for employment, reinstatement or reemployment submitted by her. Ferguson expressly agrees that she will never seek or accept any type of employment or reinstatement in any capacity with the BOARD at all times now and in the future whether by appointment, selection or otherwise, including but not limited to the assertion of any right to reappointment or rehire to any position with the BOARD, either under right of tenure, or otherwise.

III. Neutral Letter of Reference

Plaintiff shall be provided a neutral letter of reference, executed by Superintendent Janice Fipp, stating the following:

- Plaintiff's dates of employment;
- Positions held;
- Last salary as Supervisor of Instruction/NCLB Coordinator;
- Last salary as Teacher; and
- That Plaintiff resigned her employment with the BOARD in good standing.

The form of neutral letter of reference to be utilized is attached as Schedule B.

IV. Contact with Prospective Employers

To the extent that any prospective employer of Plaintiff requires any confirmation of employment beyond the neutral letter of reference discussed above, Plaintiff shall direct the prospective employer(s) to contact the Business Administrator of the BOARD, who shall furnish the following information:

- Plaintiff's dates of employment;
- Positions held;
- Last salary as Supervisor of Instruction/NCLB Coordinator;
- Last salary as Teacher; and
- That Plaintiff resigned her employment with the BOARD in good standing.

Other than contact between the BOARD Business Administrator and any prospective employer(s) of Plaintiff as discussed above, the Business Administrator, Superintendent, and individual Board members shall not intentionally contact any prospective employer(s) of plaintiff in order to furnish any information related to this Litigation, the circumstances surrounding this Litigation, Plaintiff's employment with the BOARD, or the end of that employment.

V. Covenant to Not Pursue Legal Action and to Dismiss Litigation

RELEASOR hereby agrees that she shall dismiss (or cause to be dismissed) her claims as asserted in the Litigation with prejudice and without costs.

FERGUSON further agrees that she shall not take any action against any individual or entity, including the BOARD, based upon her period of employment with the BOARD or the circumstances surrounding the end of her employment with the BOARD.

The BOARD, for its part, agrees that it shall not take any action against Ferguson based upon her period of employment with the BOARD, or the circumstances surrounding the end of her employment with the BOARD.

VI. General Release

RELEASOR hereby knowingly and voluntarily releases and forever discharges the RELEASEES, collectively, separately, and severally, from any and all state or federal claims, causes of action, and liabilities of every type and description whatsoever, from the beginning of time until the date this Agreement is fully executed, including, but not limited to, any claims alleging any violation of:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981-1988 of Title 42 of the United States Code, as amended;
- The Employment Retirement Income Security Act of 1974, as amended;
- The Immigration Reform and Control Act, as amended;
- The Americans with Disabilities Act of 1990, as amended;
- The Age Discrimination in Employment Act of 1967, as amended;
- The Workers' Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The Family Medical Leave Act;

- The New Jersey Law Against Discrimination;
- The New Jersey Family Leave Act;
- The New Jersey State Wage and Hour Law;
- The New Jersey Conscientious Employee Protection Act;
- The New Jersey Equal Pay Law;
- The New Jersey School Ethics Act;
- New Jersey Statutes, Title 18A;
- New Jersey Administrative Code, Title 6A;
- New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq.;
- Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance;
- Any public policy, contract, tort or common law; or
- Any allegation for costs, fees or other expenses including attorney's fees incurred,

that she, her heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against RELEASEES for compensatory or punitive damages or other legal or equitable relief of any type or description. This release shall apply to all known, unknown, unsuspected, and anticipated claims, liens, injuries, and damages up to and including the day of the date of this Agreement. These released claims shall be referred to as the "Released Claims".

This release shall not apply to claims arising out of the enforcement of this agreement.

VII. Release Include Unknown Claims

A. RELEASOR understands and agrees that the Released Claims are intended to and do include any and all claims of every nature and kind whatsoever (whether known, unknown, suspected, or unsuspected and whether pursuant to any law or cause of action presently in effect or which may be enacted or created in the future) which she has or may have against the RELEASEES, individually or collectively.

B. RELEASOR further acknowledges that she may hereafter discover facts different from or in addition to those which she now knows or believes to be true with respect to the Released Claims and agrees that, in such event, this Agreement shall nevertheless be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof.

C. RELEASOR represents and acknowledges (i) that she has conducted whatever investigation deemed necessary by her and her attorneys to ascertain

all facts and matters related to this Agreement; (ii) that she has consulted with and received advice from legal counsel concerning this Agreement; and (iii) that she is not relying in any way on any statement or representation by the BOARD or its attorneys, except as expressly stated herein, in reaching her decision to enter into this Agreement.

VIII. No Assignment or Transfer of Released Claims

RELEASOR represents and warrants that as of the Effective Date, RELEASOR have not assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate, to any person, firm, corporation, association, or entity whatsoever any of the Released Claims. RELEASOR hereby agrees to indemnify and hold harmless Releasees against, without limitation, any and all rights, claims warranties, demands, debts, obligations, liabilities, costs, expenses (including attorneys' fees), causes of action, and judgments based on, arising out of, or connected with any such transfer, assignment, or hypothecation, or purported transfer, assignment, or hypothecation.

IX. No Admission of Liability

RELEASOR understands and agrees that this Agreement is a release of disputed claims and does not constitute an admission of liability on the part of RELEASEES, in general, or the BOARD, in particular, as to any matters whatsoever and that the parties merely intend by this Agreement to avoid further litigation and buy their peace.

X. Indemnification

RELEASOR understands and agrees that the BOARD has not withheld any amount from the agreed upon payment made pursuant hereto for federal, state, or local taxes or other withholdings. RELEASOR hereby agrees to indemnify and hold Releasees harmless with respect to all damage, loss, liability, or expense, including penalties, interests, and attorneys' fees, arising out of any actions, suits, proceedings, demands, judgments, or other loss resulting from any action, of any nature whatsoever, to require any of the Releasees to pay any such taxes or other withholdings which arise from the payment made hereunder other than what the Board would owe for the employer share of social security, Medicare, FUTA, and New Jersey Unemployment and Temporary disability taxes.

XI. Modification

No provision of this Agreement may be changed, altered, modified or waived except in writing signed by RELEASOR and a duly authorized

representative of the BOARD, which writing shall specifically reference this Agreement and the provision which the parties intend to waive or modify.

XII. Severability

In the event any provision of this Agreement should be held to be unenforceable, each and all of the other provisions of this Agreement shall remain in full force and effect.

XIII. Attorneys' Fees, Costs and Expenses

RELEASOR understands and agrees that the aforesaid payments to her include and encompass therein any and all claims with respect to attorneys' fees, costs, and expenses for or by any and all attorneys who have represented her or with whom she has consulted or who have done anything in connection with the Litigation and/or the Released Claims.

XIV. Consultation with Counsel

RELEASOR acknowledges that she has been afforded adequate time to consider this Agreement and General Release. RELEASOR further acknowledges that the BOARD has not placed any time limitation on RELEASOR'S execution and return of this Agreement. The BOARD encourages RELEASOR to consult with counsel prior to signing this agreement. RELEASOR further acknowledges by her signature below that she has had the opportunity to consult with counsel prior to the execution of this Agreement and General Release.

XV. Entire Agreement

The parties hereto acknowledge that this Agreement constitutes a full, final, and complete settlement of their differences and supersedes and replaces any and all other written or oral exchanges, agreements, understandings, arrangements, or negotiations between or among them relating to the subject matter hereof, and affirmatively state that there are no other prior or contemporaneous agreements, exchanges, representations, arrangements, or understandings, written or oral, between or among them relating to the subject matter hereof other than that as set forth herein, and that this Agreement contains the sole and entire Agreement between them with respect to the subject matter hereof. The parties hereto further acknowledge and agree that language proposed for, deleted from, or otherwise changed in the various drafts of this Agreement but not included herein shall not be considered in any way in the interpretation and application of this Agreement and shall not in any way affect the rights and obligations of the parties hereto.

XVI. Understanding

RELEASOR acknowledges and represents that she has read this Agreement in full and, with advice of counsel, understands and voluntarily consents and agrees to each and every provision contained herein.

XVII. Applicable Law and Mutual Submission to Jurisdiction

This Agreement shall be construed and enforced according to the laws of the State of New Jersey. RELEASOR agrees to submit any and all disputes arising out of or based on this Agreement to the jurisdiction of the Courts of the State of New Jersey.

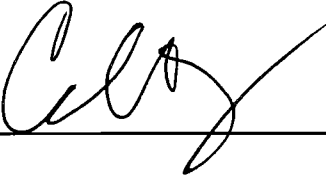
XVIII. Counterparts Acceptable

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

SIGNATURES FOLLOW

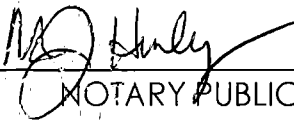
IN WITNESS HEREOF, the undersigned have executed this Agreement on the date shown below.

CAROL FERGUSON



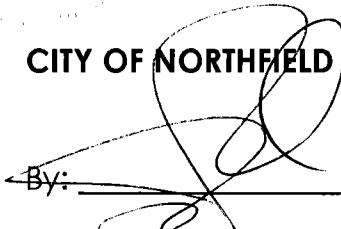
Date: 1/28/13

Sworn to and subscribed to before me
on this 28 day of January, 2013.



NOTARY PUBLIC **MARY JANE HURLEY**
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2427444
My Commission Expires 11/28/2017

CITY OF NORTHFIELD BOARD OF EDUCATION

By: 

Title: PRESIDENT

Date: 1/28/13

Sworn to and subscribed to before me
on this 28 day of January, 2013.



NOTARY PUBLIC **MARY JANE HURLEY**
NOTARY PUBLIC OF NEW JERSEY
I.D. # 2427444
My Commission Expires 11/28/2017

SCHEDULE A

January 22, 2013

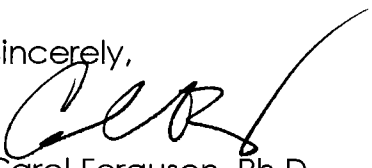
Janice DeCicco Fipp, Ed. D., Superintendent
Northfield Community School
2000 New Road
Northfield, NJ 08225

Re: Resignation of Position

Dear Dr. Fipp:

I am resigning my position with the Northfield School District, effective June 30, 2013.

Sincerely,



Carol Ferguson, Ph.D.

SCHEDULE B

January 22, 2013

Re: Carol Ferguson, Ph.D.

To whom it may concern:

Carol Ferguson served as an employee of the Northfield School District from 1998 until her resignation, effective June 30, 2013. During this time, she held the following positions:

Director of School Age Child Care (January 1998-June 1998)
Elementary School Teacher (September 1998 – March 2004)
Supervisor of Instruction/NCLB Coordinator (March 2004 – June 2010)
Middle School Teacher (September 2010 – June 2013)

Dr. Ferguson's salary as the Supervisor of Instruction/NCLB Coordinator for the 2009-2010 school year was \$99,431.

Dr. Ferguson's salary as a Middle School Teacher for the 2012-2013 school year was \$81,208.

Dr. Ferguson was an employee in good standing at the time of her resignation.

Sincerely,

Janice DeCicco Fipp, Ed.D.
Superintendent, Northfield Community School