

RESOLUTION NO. 34-13

GLOUCESTER COUNTY INSURANCE COMMISSION

**RESOLUTION AUTHORIZING THE EXECUTION OF THE
“SETTLEMENT AGREEMENT AND RELEASE” BETWEEN THE
GLOUCESTER COUNTY INSURANCE COMMISSION
AND JODY SANDBERG**

WHEREAS, Jody Sandberg (hereinafter “Plaintiff”), a social services worker of Gloucester County, commenced an action by filing a Complaint captioned Jody Sandberg v. Gloucester County, John Does 1-10 in the Superior Court of New Jersey, Law Division, Gloucester County, under Docket Number GLO-L-156-11, which was removed to the United States District Court, District of New Jersey, Civil No. 11-1526 (hereinafter “incident” or “the incident”), and;

WHEREAS, the aforementioned action so filed have now been resolved, and;

WHEREAS, a SETTLEMENT (hereinafter “Settlement”) has been negotiated and agreed upon between Plaintiff and the County of Gloucester (hereinafter, “Defendant”) as follows inclusive of applicable fees and costs, and; the plaintiff shall receive the total amount of One Hundred Thousand Dollars and No Cents (**\$100,000**) (“Settlement Amount”) to be paid by or on behalf of the Defendant.

The payment of the Settlement Amount shall be paid within thirty (30 days) of the Release being fully executed by the Parties.

If any federal, state or local government, administrative agency or court determines that the Defendants and/or Plaintiff is/are liable for any failure by Plaintiff to pay federal, state or local income taxes with respect to the payment made under

Paragraph 2(a) above, or is/are liable for any Medicare and/or Medicaid liens related thereto, Plaintiff agrees to reimburse, indemnify and hold Defendant harmless for any such liability;

WHEREAS, Plaintiff further releases claims related to or arising out of Plaintiff's employment with the County, including, but not limited to, claims arising under the Family and Medical Leave Act, the New Jersey Family Leave Act, the New Jersey Conscientious Employee Protection Act, the New Jersey Law Against Discrimination, and 42 U.S.C. § 1983, claims arising out of Plaintiff's November 12, 2012 Notice of Tort Claim, claims arising out of any grievances filed against Defendants and the Releases, and claims arising out of Defendants' alleged harassment or retaliation against Plaintiff, including those of which Plaintiff is not aware or made part of this action;

WHEREAS, Plaintiff agrees to withdraw and release all pending grievances filed by her or on her behalf against Defendant;

WHEREAS, RETIREMENT is hereby made part of this settlement in accordance with the following:

(a) Plaintiff agrees that she will file voluntarily for retirement from her employment with the defendant effective June 1, 2013.

Retirement Benefits. Plaintiff acknowledges that this settlement shall have no effect on any retirement or pension benefits to which she is entitled or expects to receive. Plaintiff acknowledges and agrees that she is solely responsible for any amount she chooses to pay into the pension system to "buy back" service time or increase benefits.

Wages and Vacation Days, Sick Days and Personal Time. Plaintiff

acknowledges that she has been paid for all wages, vacation, reimbursable business expenses, bonuses, benefits and other compensation, incurred to date, during her employment with the County. Plaintiff will be paid her unused accrued vacation and sick pay upon her retirement, and shall be solely responsible for any amounts owed to the County for vacation days, sick days, or personal time used to date in excess of what she would be entitled through May 31, 2013

Future Employment. Plaintiff agrees that she shall not, at any time in the future, knowingly apply for employment in any capacity with the County or any agency, company or entity that pays its employees with check from Gloucester County. In the event that Plaintiff applies for such employment, albeit not knowingly, she agrees that she shall be disqualified and ineligible for such employment, regardless of the status of her application or employment with the County at that time, consistent with her intent to not reapply or become re-employed by the County or any agency, company or entity that pays its employees with a check from Gloucester County. Plaintiff agrees that, in the event such employment occurs in the future, this provision shall serve as adequate grounds (*i.e.*, good cause) for termination of that employment and Plaintiff expressly agrees that she waives any right to rehire, recall or reinstatement to the County or any agency, company, or entity that pays its employees with a check from Gloucester County.

WHEREAS, the Settlement is not intended, nor should it be intended to be an admission of any liability wrongdoing, or impropriety by the parties, and;

WHEREAS, the Settlement has been evaluated by defense counsel for the GCIC, and;

WHEREAS, the GCIC believes that it is in its' best interests to enter into the Settlement with Petitioner so as to ensure that all matters set forth in and involving the claim and action are forever resolved,

NOW THEREFORE BE IT RESOLVED, by the GCIC that disposition of the lawsuit and claim filed by the above-referenced individual is authorized as stated aforementioned.

BE IT FURTHER RESOLVED, that the proper Commission officials and/or their agents, be and are hereby authorized to execute such documents as shall be necessary to effect the disposition set forth.

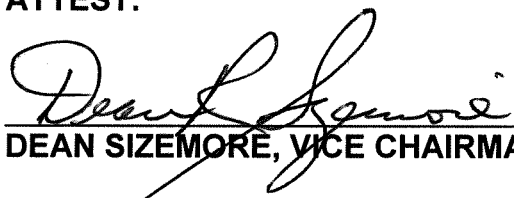
ADOPTED by GCIC at a properly noticed meeting held on May 8, 2013.

ADOPTED:



GERALD A. WHITE, CHAIRMAN

ATTEST:



DEAN SIZEMORE, VICE CHAIRMAN