

## SETTLEMENT AGREEMENT

This Settlement Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Vineland Board of Education (“Employer”) and Mary Czaplinski (“Employee”) with regard to Employee’s appeal to the Office of Administrative Law (“OAL”), Docket Number CSV 05045-2015S, Agency Reference No.: 2015-2734.

**WHEREAS**, Employee is a security guard and was terminated for conduct unbecoming a public employee; and

**WHEREAS**, the Employer believes that said discipline is justified and the Employee disagrees and has challenged said discipline by filing a federal civil rights lawsuit, venued in the United States District Court, District of New Jersey, and docketed under Docket No. 1:15-cv-02045-JEI-JS, and a petition pursuant to the Civil Service laws with the Office of Administrative Law; and

**WHEREAS**, the parties wish to amicably resolve this matter without an admission of liability by either side.

**NOW, THEREFORE**, Employee and Employer hereby agree as follows:

1. Employer will amend the final notice of disciplinary action (31-B) to reflect a suspension without pay for the period March 27, 2015 through June 30, 2015.
2. Employee shall be reinstated to her job position effective July 1, 2015 with a report to work date of September 1, 2015 or the first day of school or in-service, whichever is earlier.
3. Employee shall be transferred from her job assignment at the Vineland High School to either a pre-school or elementary school within the district.
4. Prior to reporting for the first day of work, employee must attend and provide proof of attendance at sensitivity training. Employee shall be responsible for paying for this training. The parties acknowledge that the Employee has completed this training.
5. Employee shall be restored to her seniority.
6. Employee’s health benefits shall be reinstated as of July 1, 2015.
7. The parties acknowledge that employee has withdrawn her pension money from PERS. Employee shall be responsible for resolving any pension issues she may have.
8. Employee agrees to dismiss her federal civil rights complaint and her Civil Service petition with prejudice.

9. Employee and Employee mutually agree to release each other from all claims it or she has against the other.
10. The parties acknowledges that they are satisfied with the settlement described in this document and agree to all of its terms and that both parties were and that she was represented by counsel in this matter as well as in the negotiation of the settlement as set forth herein.
11. The Settlement Agreement shall become effective only if approved by the Civil Service Commission. Any disapproval by the Civil Service Commission shall not interfere or limit the rights of either party to pursue this matter further.
12. Should any provision of this Settlement Agreement be declared or be determined by any Court of competent jurisdiction to be illegal, invalid, void or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provision shall not be affected thereby, and any said illegal, unenforceable or invalid part, term or provision shall be deemed not to be part of this Settlement Agreement.
13. This Settlement Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior agreements or understandings between the Parties hereto pertaining to the subject matter hereof.
14. This agreement may be signed in counterparts.
15. Plaintiff stipulates that she is not a “prevailing party,” agrees that she shall bear her own attorney fees and costs, and releases and forever waives any and all claims she has asserted or could have asserted against Vineland Board of Education, its agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations or partnerships; New Jersey Schools Insurance Group; and Summit Risk Services, Inc., and including but not limited to the claims asserted in the matter of Czaplinski v. Board of Education of the City of Vineland, Docket No. 1:15-cv-02045-JEI-JS, from the beginning of time through the date on which this release is signed.

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VINELAND BOARD OF EDUCATION

DATE: 10-14-15

BY:   
Scott English, President

DATE: 9/23/15

  
Mary Czaplinski

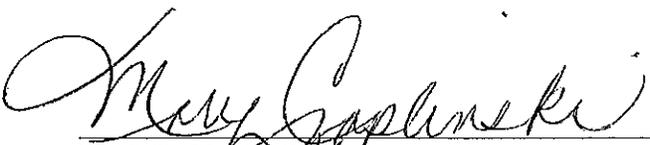
**CERTIFICATION**

I, Mary Czaplinski, being the moving party in this matter, hereby certify that I have reviewed this Settlement Agreement and fully understand its meaning and terms. I acknowledge my understanding and verify my acceptance of the terms of this Settlement Agreement. I acknowledge that my attorney questioned my understanding, verified my acceptance of the terms of this Settlement Agreement, and answered all my questions regarding this settlement to my satisfaction. I am satisfied with my representation and I enter into this settlement Agreement voluntarily.

I also understand that if this Settlement Agreement is approved by the Civil Service Commission, my claim against the Respondent will terminate.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

9/23/15  
Date

  
MARY CZAPLINSKI