

Personal Days and
RELEASE OF ALL CLAIMS

This Agreement, by and between the City of _____ (“the City”), acting through its Mayor, _____ (“Mayor _____”) and Chief _____ (“Chief _____”) hereby agree as follows:

1. **Resignation.** Chief _____ agrees to resign from his position as Police Chief of the City effective _____. This document shall constitute the resignation document. The resignation is non-revocable and is hereby accepted by the City. From the date of execution of this Agreement through 11:59 PM on _____, Chief _____ shall be on a paid administrative leave from his position as Chief of Police. During the term of said leave the Chief shall continue to receive his regular compensation at regular intervals and shall continue to be a subscriber in the City health, dental, and life insurance plans.

2. **Future Contacts.** All future contacts to the City or any of its department heads or employees by prospective employers of Chief _____ shall be referred to the Mayor who shall respond as follows: (a) by stating the Chief’s years of service in the Police Department, and (b) that he retired in order to pursue other career opportunities.. The parties further agree to the issuance of an announcement in the form attached hereto as “Exhibit A”.

3. **Resignation Payments.** The City agrees to make the following payments to Chief _____ on or before the time of Chief _____’s resignation on _____, less applicable taxes and deductions:

(a) **Vacation Allowance:** The City shall pay to Chief _____ the sum of _____ (\$_____) in full payment of vacation leave due.

(b) **Personal Leave:** the City shall pay to Chief _____ the sum of _____ (\$_____) in full payment of personal leave due.

(c) **Paid Holidays:** The City shall pay to Chief _____ the sum of _____ (\$_____) in full payment of holiday pay due.

(d) **Sick Leave:** The City shall pay to Chief _____ the sum of _____ (\$_____) in full payment of Sick Leave Buyback due.

(f) The parties agree that by payment in full of the amounts set forth above, which total _____ (\$_____) that Chief _____ has been paid in full for all accrued and unused benefits due at the time of his resignation date of _____.

4. **Lump Sum.** On or before _____, the City shall pay to Chief _____ a lump sum payment of _____ Dollars (\$_____) in full resolution of his employment with the City. Chief _____ acknowledges that he will be solely responsible for any tax liability upon this lump sum payment. Chief _____ further acknowledges that no representations as to the taxability or non-taxability of the amount described above have been or are being made by the City. Failure to pay the amounts specified in this and the previous paragraph shall be a material default, allowing the Chief to revoke his resignation.

5. **No Communication Detrimental to the City or Chief**. Chief _____ and the City, including the Mayor, agree that neither will make any oral or written communication to any person or entity which has the effect of damaging either's reputation, or otherwise working in any way to either's detriment.

6. **Return of City's Equipment and Cooperation.** Upon the execution of this Agreement and expiration of any applicable revocation period, Chief _____ shall return to the City all keys, equipment and property belonging to the City that are in his possession or control.

7. **Return of Chief _____'s Equipment and Cooperation.** Within one week following the complete execution of this Agreement, the City shall return to Chief _____ or permit him to retrieve all furniture, equipment and property belonging to him that are located at the Police Department. If the Chief notifies the Mayor that all personal property has not been returned, the Mayor shall promptly arrange for the Chief to have supervised access to the Police Station and his office there to seek to locate and identify any items he claims are his own. Chief _____ shall cooperate with the City regarding any departmental or City matters relating to events or occurrences during his employment with the City, including but not limited to the execution of affidavits or documents and testifying or providing information requested by the City, or any other formal proceedings. Chief _____ shall receive regular per diem compensation (equal to the then

applicable daily pay of the Police Chief) plus any travel and other reasonable out of pocket costs for attendance at any future proceeding arising out of his employment with payment being made to Chief _____ within two (2) weeks of Chief _____'s attendance at any such proceeding.

8. **Mutual Release of All Claims and Waiver.** In further consideration of the terms set forth in this Agreement, the parties hereby release and forever discharge each other and their agents, servants, and employees, individually or in their official capacities (collectively, the "Releasees"), but not any union, from any and all debts, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, and any and all claims, demands and/or liabilities whatsoever of every name and nature, and whether known or unknown to, or suspected or unsuspected by, Chief _____ or the City, both at law and in equity, as well as any possible disciplinary action, up to the date of this Agreement arising out of Chief _____'s employment.

This release of all claims includes, but is not limited to, all claims under any employment agreement or amendment thereto; Chapter 31 of Massachusetts General Laws; the Massachusetts Civil Rights Act, M.G.L. c. 12, §§11H-11I; the Massachusetts Fair Employment Practices Act, M.G.L. c. 151B, §1 *et seq.*; the Massachusetts Equal Rights Act, M.G.L. c. 93, §102 and M.G.L. c. 214, §1C; the Massachusetts Labor and Industries Act, M.G.L. c. 149, §1 *et seq.*; the Massachusetts Privacy Act, M.G.L. c. 214, §1B, the Massachusetts Tort Claims Act, M.G.L. c. 258; the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621, *et seq.* ("ADEA"); the Americans with Disabilities Act, 42 U.S.C. §12101, *et seq.*, Title VII of the Civil Rights of 1964, as amended, 42 U.S.C. §2000e. *et seq.*; Chapter 140, Section 131 and related sections of and related sections of Massachusetts General Laws; 42 U.S.C., § 1983; the Fair Credit Reporting Act; 15 U.S.C. 211681 *et seq.*, and the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. 1001 *et seq.*, which Chief _____ has against the Releasees as of the date of this Agreement, or ever had against the Releasees from the beginning of time through the execution date of this Agreement.

This release is intended by the City to be all encompassing and to act as a full and total release of any claims, whether specifically enumerated herein or not, that it may have or have had against the Chief's Releases resulting from the Chief's employment or that are or could have been asserted in this case, including, but not limited to, any claims arising from any federal, state

or local law, regulation or constitution dealing with his employment, employment benefits or employment discrimination; any tort; any claim for equity or other benefits; or any other statutory and/or common law claim. The City not only releases and discharges the Chief's Releasees from any and all claims as stated above that it could make on its own behalf or on behalf of other, but also those claims that might be made by any other person or organization on its behalf.

The City acknowledges that it may later discover facts different from, or in addition to, what it now knows to be true for matters released in this Agreement. Notwithstanding any such different or additional facts, the City agrees that this Agreement will remain in effect as to all claims released under this Agreement.

This release of all claims also includes all common law claims, including, but not limited to, claims of intentional or negligent infliction of emotional distress, wrongful discharge, claims for severance pay, interest, attorneys' fees, costs, and reinstatement of employment with the City, or any other claim arising out of, or otherwise related to, Chief _____'s employment, or separation from employment, with the City, or the facts that gave rise to his resignation from employment.

9. **Release of Age Discrimination in Employment Claims.** Pursuant to the Older Workers Benefits Protection Act's provisions for the valid release of an Age Discrimination in Employment claim as contained in 26 U.S.C. §626(f), as well as G.L. c.151B and any other laws referenced in this Settlement Agreement and Release;

(a) The terms of this Settlement Agreement and Release apply to any rights or claims arising under 26 U.S.C. §626(f), as well as those arising under G.L. c.151B, and Chief _____ knowingly and voluntarily waives his rights under 26 U.S.C. §626(f), as well as G.L. c.151B and any other laws referenced in this Settlement Agreement and Release;

(b) Chief _____ is being advised to consult with his attorney prior to executing this Settlement Agreement and Release;

(c) Chief _____ is being given a period of twenty-one (21) days within which to consider the Settlement Agreement and Release and has expressly waived that review period; and

(d) For a period of seven (7) days following the execution of this Settlement Agreement and Release, Chief _____ may revoke such Agreement and Release, and it shall not become effective or enforceable until the revocation period has expired.

10. **Representation of No Injury.** Chief _____ represents that he has suffered no injury while employed by the City for which he has a present claim.

11. **Indemnification** The City agrees that it shall defend, save harmless and indemnify the Chief against any tort, professional liability claim or demand or other civil or criminal legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Chief's duties.

12. **Legal Counsel.** Chief _____ acknowledges that, by this Agreement, he has been advised, in writing, that he has the right to consult legal counsel prior to signing this Agreement. Chief _____ further acknowledges that he has been represented by counsel and to the extent he has wished to consult with legal counsel, he has done so.

13. **Completeness of Agreement.** This Agreement contains all of the terms and conditions agreed upon by the parties with reference to the subject matters contained herein. No other agreement, oral or otherwise, will be considered to exist or to bind either of the parties. No representative of either party to this Agreement had, or has, any authority to make any representation or promise not contained in this Agreement, and each of the parties to this Agreement acknowledges that such party has not executed this Agreement in reliance upon any such representation or promise. This Agreement cannot be modified, except by a written instrument signed by both parties.

14. **Voluntary Execution.** Chief _____ acknowledges that he has thoroughly read this Agreement, that he understands it, and that he is entering into it of his own free will. The Mayor acknowledges that he has been assured by counsel that he has full authority to sign this agreement and bind the City.

15. **Interpretation and Enforcement of Agreement.** This Agreement will be interpreted and construed for all purposes under the laws of the _____, and enforced by the courts located in the _____.

16. **No Admission of Liability.** The execution of this Agreement and the payment and acceptance of the sums set forth herein does not constitute an admission of liability, fault, or

wrongdoing by either party, does not create any precedent between the parties, and is not introducible in any proceeding between the parties except to enforce its own terms.

17. **Confidentiality**. To the extent permitted by law, the parties agree to keep strictly confidential, not to make public, and not to disclose to anyone in any manner the terms of this Agreement, except that Chief _____ may disclose the terms of this Agreement to (a) city, state and federal tax authorities, his attorneys, tax preparers, accountants or other professional advisors, but only for the purpose of reporting the sums received hereunder; (b) immediate family members (if such members are informed that these matters are to be kept strictly confidential and not further disclosed to anyone); (c) as may be necessary to enforce the Agreement; or (d) upon court order. In the event that Chief _____ files an application for unemployment insurance following the resignation of his employment with the City, the City agrees not to oppose such application but may provide a copy of this Agreement to the Commonwealth at the time it provides information relative to Chief _____'s employment with the City.

In witness whereof, the Parties by their representatives hereunto duly authorized, have executed this Employment Settlement Agreement and Release as of the date set forth below and it shall be binding upon and inure to the benefits of the heirs, successors and assigns of the Parties hereto.

For the city:

For the chief _____:

Mayor Date

Name: _____ Date

Approved as to form and content:

By: City Solicitor or Special Counsel

MUTUAL PRESS RELEASE