

EMPLOYMENT SETTLEMENT AGREEMENT
BY AND BETWEEN
THE TOWN OF WAYLAND
AND
SEAN GIBBONS

The Town of Wayland (“Town”), by and through its Select Board (“Board”), and Chief Sean Gibbons (“Gibbons”), hereby enter into this Employment Settlement Agreement (“Agreement”) in full and final resolution of Gibbons’ employment with the Town.

1. Resignation. Gibbons will resign for the purpose of retirement from his position with the Town effective December 20, 2022. Gibbons shall file a resignation letter with the Town with an effective date of December 20, 2022, within seven (7) days of the execution of this agreement. Gibbons’ resignation is irrevocable, is hereby accepted by the Town, and Gibbons shall not seek future employment with the Town in any capacity. Between the execution date of this Agreement and December 20, 2022 Gibbons shall remain on a paid administrative leave status under the same terms and conditions that have existed since he was placed in that status in March 2022. Gibbons shall continue to receive his regular compensation (base pay, uniform stipend, and education incentive) during the period of his paid administrative leave. Following his resignation from employment, the Town will provide Gibbons with a Retired Police Officer ID card. Gibbons shall not be eligible to perform details/road jobs for the Town of Wayland following his resignation from employment.

2. Lump Sum Settlement Payment. In full and final resolution of Gibbons’ employment with the Town, in the pay period following the resignation date set out above, Gibbons shall receive a final paycheck from the Town in the amount of \$36,306.62, less applicable taxes and deductions, that shall include regular compensation for the final four (4) days of his employment and regular compensation to the contract anniversary of January 20 (\$6,868.80) plus his accrued vacation (\$29,437.82). The Town will make a lump sum payment of \$178,588.75, less applicable taxes, to Gibbons after January 20, 2023, and before January 31, 2023, and a lump sum payment of \$178,588.75, less applicable taxes, to Gibbons after January 20, 2024, and before January 31, 2024. Gibbons agrees that he is entitled to no additional compensation from the Town beyond that which is set forth in this Paragraph and that the above lump sum settlement payment includes payment to Gibbons for accrued, unused vacation time. Gibbons represents and warrants that he is not entitled to payment for any accrued, unused sick leave benefits upon his resignation or subsequent retirement.

3. Representation. Gibbons represents and warrants that he has been fairly and adequately represented relative to this matter, that he understands this document to be the full agreement between the parties with respect to this matter as written herein, and that he is entering into this agreement freely and without undue duress or coercion. The parties acknowledge that no other agreements exist to bind the parties relative to this matter and that this Agreement can only be modified in a writing and signed by all parties.

4. No Precedent. The parties acknowledge that this Agreement is being entered into between the parties without precedent or prejudice, and that this Agreement is not admissible in any forum except in a proceeding to enforce its terms.

5. Neutral Reference. Inquiries from future prospective employers of Gibbons will be responded to by the Human Resources Manager. Per Department and Town policy, the information provided by the Town will be limited to Gibbons' dates of employment, position(s) held, and salary attained.

6. Return of Department's Equipment and Cooperation. Upon signing of this Agreement, Gibbons shall return to the Town all uniforms and equipment issued to him by the Department, to include station, office, vehicle & locker keys, keycards, computers, iPads, badges, firearms, ammunition, and phones. Gibbons represents and warrants that he does not have any confidential Department information on a personal computer.

7. Return of Gibbons' Personal Property. Upon signing of this Agreement, Gibbons shall retrieve any personal items he may have at the Department, in the presence of a representative from the Town, at a time mutually agreed to between Gibbons and the Town.

8. Mutual Release of All Claims and Waiver. In further consideration of the terms set forth in this Agreement, Gibbons hereby releases and forever discharges the Town and its agents, servants, and all employees, individually or in their official capacities (collectively, the "Releasees"), 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, Gibbons (collectively, "claims"), both at law and in equity up to the date of this Agreement.

This release of all claims includes, but is not limited to, all claims under 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 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 Gibbons 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, or any other claim against the Town or the facts that gave rise to his claim, excluding claims concerning any pension benefits or claims to enforce 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, attorney's fees, costs, and reinstatement of employment with the Town,

or any other claim arising out of, or otherwise related to, Gibbons' employment, or separation from employment, with the Town. This Release does not include and shall not preclude (a) any rights to any vested benefits or rights under any retirement plans, or health insurance retiree benefit plans that Gibbons is eligible for; (b) rights, if any, to defense and indemnification from the Town for actions taken by Gibbons in the course and scope of his employment with the Department pursuant to Section 6 of his Employment Contract with the Town; (c) any claim to enforce the terms of this Agreement; and (d) any claims arising solely after the execution of this Agreement.

In further consideration of the terms set forth in this Agreement, the Town, and its agents, servants, and employees, individually or in their official capacities (collectively, the "Releasers") hereby release and forever discharge Gibbons, his estate, heirs or representatives (collectively, the "Releasees"), 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, Town (collectively, "claims"), both at law and in equity up to the date of this Agreement.

9. Waiver of Rights and Claims under the ADEA. As Gibbons is 40 years of age or older, he is hereby informed, in writing, that he has or may have specific rights and/or claims under the Age Discrimination in Employment Act of 1967, as amended (ADEA).

- a. Waiver in Exchange for Consideration. Gibbons agrees that, in consideration for the terms of this agreement, to which he would not otherwise be entitled, he specifically and voluntarily waives any rights and/or claims under the ADEA he might have against the Releasees to the extent such rights and/or claims arose prior to the date this Agreement was executed. Gibbons also waives such rights and/or claims under the Massachusetts counterpart of the ADEA.
- b. No Waiver of Claims Arising after Execution of Agreement. Gibbons understands and agrees that he is not waiving any rights or claims under the ADEA that may arise after the date of this Agreement is executed.
- c. Knowing and Voluntary. Gibbons agrees that he has carefully read and fully understands all of the provisions of this Agreement, and he knowingly and voluntarily agrees to all of the terms set forth in this Agreement. Gibbons acknowledges that in entering into this Agreement, he is not relying on any representation, promise or inducement made by the Town or its attorneys, with the exception of those promises described in this document.
- d. Opportunity to Consult Legal Counsel. Gibbons agrees that he has been advised, in writing, to consult with legal counsel, or any other person of his choosing, before signing the Agreement. Gibbons acknowledges that he has not been subject to any undue or improper influence interfering with the exercise of his free will in deciding whether or not to consult with counsel prior to signing the Agreement.

- e. Review. Gibbons has waived any review period.
- f. Revocation. Gibbons has seven (7) days from the date of signing to revoke his acceptance.

10. No Admission of Liability. The execution of this Agreement does not represent an admission of liability, fault, or wrongdoing by any signatory.

11. 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 all parties. This agreement shall inure to the benefit of Gibbons' heirs.

12. Voluntary Execution. Gibbons acknowledges that he has thoroughly read this Agreement, that he understands it, and that he is entering into it of his own free will.

13. Interpretation and Enforcement of Agreement. This Agreement will be interpreted and construed for all purposes under the laws of the Commonwealth of Massachusetts and enforced by the courts located in the Commonwealth of Massachusetts.

14. Execution. This Agreement may be signed in counterparts, which together shall constitute an original. The parties agree that signatures by fax and/or scanned and sent via e-mail are acceptable as originals.

15. Unemployment Compensation. The Town agrees that it will not contest any application for unemployment compensation filed by Chief Gibbons resulting from this resignation from employment.

16. Personnel File. The Town shall provide Gibbons with a copy of his personnel file within seven days of the full execution of this Agreement. Gibbons' personnel file shall contain the letter referenced in Paragraph 1 of this Agreement from him to the Select Board, dated December 20, 2022, announcing his resignation for the purpose of retirement from employment, effective on that date.

17. Representation of No Injury. Gibbons represents that he has suffered no injury while employed by the Town for which he has a present claim against the Town.

18. Non-Disparagement. The Town and Gibbons mutually agree that they will make no statement which would negatively affect the good name or reputation of the other.

FOR THE TOWN:

FOR GIBBONS:

DocuSigned by:

Cherry C. Karlson 11/25/2022

CC1F34777FBC484...

Cherry C. Karlson Date

Sean B. Gibbons Date

DocuSigned by:

David Watkins 11/25/2022

AC2A40AF99C1418...

David V. Watkins Date

DocuSigned by:

Adam Gutbezahl 11/25/2022

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Adam Garrett Gutbezahl Date

DocuSigned by:

Carol Martin 11/25/2022

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Carol B. Martin Date

DocuSigned by:

Thomas Fay 11/25/2022

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Thomas J. Fay Date

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FOR THE TOWN:

FOR GIBBONS:

Cherry C. Karlson Date

Sean B. Gibbons Date 11/23/2022

David V. Watkins Date

Adam Garrett Gutbezahl Date

Carol B. Martin Date

Thomas J. Fay Date