

AGREEMENT and GENERAL RELEASE

This Agreement and General Release made and entered into on this 13<sup>th</sup> day of August, 2019, by and between ZEENA TAWFIK, of in the Town of Farmington, County of Hartford and State of Connecticut, hereinafter referred to as the "Employee", represented by LOCAL 818 and AFSCME Council 4 and the CITY OF NEW BRITAIN, a municipal corporation with its principal place of business located at 27 West Main Street, in the City of New Britain, County of Hartford and State of Connecticut, hereinafter referred to as the "Employer", acting herein by MARY C. POKORSKI, its Associate City Attorney, duly authorized.

WITNESSETH:

Whereas, the Employee was an appointed full time employee on January 16, 2014 and was hired as Community Services Administrator which is an Local 818 position on December 21, 2015;

Whereas, the Employer became aware of employment related issues and violations of City policy and questioned the Employee; and

Whereas, the Employee contends that the violation was a lapse in judgment; and

Whereas, the Employee and Employer in order to avoid the time, expense and uncertainty of trial, each desire to settle, compromise, and to resolve fully and finally any and all claims and disputes whether known or unknown, which the Employee may have against the Employer from the beginning of her employment with the Employer until the date of this Agreement,

NOW, WHEREFORE, in consideration of the covenants and promises contained herein, the Employee and Employer hereto agree as follows:

(1) The Employee agrees that she is required to reimburse the Employer the sum of \$7464.69. The Employee agrees to pay the Employer \$2000.00 on August 19, 2019 leaving a balance of \$5464.69. The Employee agrees to pay the Employer \$1500 on the 19<sup>th</sup> day of each subsequent month until such time as the balance of \$5464.69 has been paid in full. If the Employee fails to pay this amount as agreed above, she understands and agrees that the City will take legal action to collect this amount.

(2) The Employee hereby requests to voluntarily resign

*Handwritten initials and signature:*  
RE  
M  
M

from her employment with the City of New Britain effective August 23, 2019 and shall submit an irrevocable letter of resignation by Friday August 16, 2019. The Employee agrees that she will not take paid time off from the date of the signing of this Agreement until August 23, 2019 and if she does take time off she will not be paid.

(3) The Employee has a negative balance of 4.75 vacation days and agrees that to pay that back she will forfeit 2 personals days and 1 floating holiday which will leave a balance of 1.75 days or \$579.10 which the Employee hereby agrees and consents to the Employer deducting the \$579.10 from her final paycheck which will be the August 30, 2019 paycheck.

(4) The Employee and Employer acknowledge that each of them deny any wrongdoing whatsoever in connection with one another and that the settlement made pursuant to this Agreement is made solely for the purpose of compromising disputed claims and avoiding the time, expense, and uncertainty of litigation. It is expressly understood and agreed that nothing contained in this Agreement shall constitute or be treated as an admission of any wrongdoing or liability on the part of the Employer or Employee.

(5) Employee acknowledges and states that she is voluntarily resigning from employment and specifically agrees

that she will not file any claim for unemployment compensation in connection with her resignation from employment.

(6) The Employee, Union and Employer understand and agree that this Agreement and the matters discussed in negotiating its terms, are confidential. It is therefore expressly understood and agreed by the parties that neither party will reveal, discuss, publish or in any way communicate any of the terms of this Agreement to any person, organization or other entity, except to immediate family members and professional representatives, who shall also be informed of and bound by this confidentiality clause. In response to any direct inquiries regarding the resolution of this matter, the Parties agree that they will respond only by stating that they agreed to resolve the matter. The Employee understands and agrees that as the Employer is a public agency under the Connecticut General Statutes, it is subject to the Freedom of Information Act and may have to release this Agreement if a request is made under the Freedom of Information Act. The Employer agrees upon complying with such a Freedom of Information Act Request, the Employer will send a copy of the Request and a copy of the Compliance to the Employee. The provision does not preclude the Employer

from disclosing this Agreement upon proper authorization from Employee and/or court order.

(7) Employee, for herself, her heirs, executors, administrators, successors and assigns, hereby releases and forever discharges the City of New Britain and each of its present and former members, administrators, officers, employees, agents, attorneys, Common Council, the Mayor, elected or appointed officials, or any other persons acting on their behalf in their official or individual capacity and successors as well as Local 818 and AFSCME Council 4 from any and all claims, demands and causes of action she ever had, now has, or hereafter can, shall or may have by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Agreement and General Release, including, but not limited to, claims arising out of her employment with the City of New Britain or the separation thereof, including without limitation of the foregoing, claims of discrimination on the basis of race, color, religious creed, age, sex, sexual orientation, marital status, national origin, ancestry, present or past history of medical, physical or mental disability or handicap, or veterans status, claims under the Federal Age Discrimination in Employment Act, 29 U.S.C. §621 et seq., claims under Title

VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq., the Civil Rights Act of 1866 and 1871, 42 U.S.C. §1981, §1983 and §1985: The Civil Rights Act of 1991, P.L. 102-166, the Rehabilitation Act of 1973, 29 U.S.C. §701, et seq., claims under the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., the federal and Connecticut Family and Medical Leave Acts, 29 U.S.C. §2601 et seq. and §31-55kk, et seq., the Civil Rights Act of 1866 and 1871, 42 U.S.C. §1981, §1983 and §1985: The Civil Rights Act of 1991, P.L. 102, 166, the Rehabilitation Act of 1973, 29 U.S.C. §701, et seq., Sections 31-51ee through 31-51gg of the Connecticut General Statutes, Fair Labor Standards Act (as amended), 29 U.S.C. §201 et seq., Connecticut Unemployment Act, Section 31-222 et seq. of the Connecticut General Statutes; Connecticut Wage and Hour statutes, Section 31-70 et seq. of the Connecticut General Statutes, the Connecticut Act protecting the First Amendment Rights of Employees, Section 31-51q of the Connecticut General Statutes, Older Worker Benefits Protection Act, 29 USC §632 et seq., Employee Retirement Income Security Act, 29 USC §§1132, et seq., Fair Credit Reporting Act, 15 USC §§1681 et. seq.; Connecticut Whistle Blowers' Act, Conn. Gen. Stat. §§ 31-51m et. seq.; Immigration Reform and Control Act, 8 USC §§ 1101 et. seq.;

Connecticut Occupational Safety and Health Act, Conn. Gen. Stat. §§ 31-367 et seq.; any other federal, state or local law, regulation or ordinance; any obligation arising under any public policy; claims pursuant to Connecticut General Statute § 31-290a and 31-284b, claims under the Connecticut Fair Employment Practices Act and Sections 46a-51 et seq. of the Connecticut General Statutes, claims for attorneys' fees, claims of breach of express or implied by contract or public policy, and claims under local, State or federal statutes, Charter provisions, ordinances, regulations or case law including but not limited to common law claims, breach of contract, express or implied, misrepresentation, defamation, negligent or intentional infliction of emotional distress and all claims to attorney's fees;

(8) For a period of up to seven (7) days following her execution of this Agreement, Employee shall have the right to revoke her assent to this Agreement, in which case the provisions of this Agreement shall become null and void and the investigation will resume as well as the discipline process. In order for such revocation to be effective, written notice of revocation must be delivered to Mary Pokorski, Associate City Attorney, City of New Britain, 27 West Main Street, New Britain, CT 06051, by the close of

business on the seventh day following Employee's execution of this Agreement.

(9) Employee knowingly and voluntarily covenants and promises not to file against the City and each of its present and former members, administrators, officers, employees, agents, attorneys, Common Council, the Mayor, elected or appointed officials, or any other persons acting on their behalf in their official or individual capacity as well as Local 818 and AFSCME Council 4 with any local, State or federal Court or administrative agency, any suits, charges, or claims of any nature arising out of Employee's employment with the Employer, including but not limited to, claims for fringe benefits, pay in lieu of notice, claims for attorneys' fees, claims of discrimination on the basis of race, color, religious creed, age, sex, sexual orientation, marital status, national origin, ancestry, present or past history of physical or mental disability or handicap, or veteran status, claims of breach of express or implied contract or public policy, or claims under any local, State or federal case law, ordinance, Charter provision, regulation or statute, including, but not limited to Title VII of the Civil Rights Act of 1964, 64 U.S.C. §2000e et seq., claims under the Americans with Disabilities Act, 42 U.S.C. §12101 et seq.,



the federal and Connecticut Family and Medical Leave Acts, 29 U.S.C. §2601 et seq., the Civil Rights Act of 1866 and 1871, 42 U.S.C. §1981, §1983 and §1985: The Civil Rights Act of 1991, 42 USC § 1981, et seq., the Rehabilitation Act of 1973, 29 U.S.C. §701, et seq., Sections 31-51ee through 31-51gg of the Connecticut General Statutes, Fair Labor Standards Act (as amended), 29 U.S.C. §201 et seq., Connecticut Unemployment Act, Section 31-222 et seq. of the Connecticut General Statutes Connecticut Wage and Hour statutes, Section 31-70 et seq. of the Connecticut General Statutes, all claims under Sections 31-290a and 31-284b of the Connecticut General Statutes, the Connecticut Act protecting the First Amendment Rights of Employees, Section 31-51q of the Connecticut General Statutes, the Connecticut Fair Employment Practices Act, Section 46a-51 et seq. of the Connecticut General Statutes, the Federal Age Discrimination in Employment Act, 29 U.S.C. §621 et seq., misrepresentation, defamation, negligent or intentional infliction of emotional distress and all claims to attorney's fees. Employee further agrees to indemnify and hold harmless the Employer and any of their members, officers, agents, employees, or other persons acting on their behalf, in their official or individual capacity, from costs, claims, or causes of action arising under this

paragraph, or to enforce this Agreement and General Release, including reasonable attorney's fees;

(10) Employee, Union and Employer expressly acknowledges that this Agreement and General Release is intended to include in its effect, without limitation, all claims which she did not know or suspect to exist in his favor at the time of the execution of this document relating to her employment and that the settlement agreed upon contemplates and extinguishes any and all such claim or claims;

(11) The Employee and Union agree that this Agreement is in full and final settlement of all issues related to Employee's employment with the Employer;

(12) The Employee agrees that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of any liability or as an admission by the Released Parties of unlawful conduct of any kind.

(13) Employee, Union and Employer affirm that the only consideration for signing this Agreement and General Release is that which is stated herein and that no other promises or agreements of any kind have been made to or with them by any

person or entity to cause them to sign this Agreement and General Release;

(14) Employee acknowledges that she had the option of being represented by an attorney but declined legal representation. Employee affirms that she has full authority and capacity to enter into this Agreement and to provide the general release and covenant not to sue, and there are no liens, or claims of liens or assignments in law or in equity, or otherwise against any of the claims of Employee, and that Employee is fully entitled to execute and deliver this complete release and discharge of all claims;

(15) This negotiated Agreement and General Release constitutes the complete and entire understanding between the parties. No other promises or agreements shall be binding unless signed in writing by the parties hereto;

(16) The provisions of this Agreement and General Release are severable, and if any one or more provisions is or may be determined by a Court of competent jurisdiction to be unenforceable, in whole or in part, the remaining provisions of this Agreement and General Release shall nevertheless be binding and enforceable to the maximum extent permitted by law;

(17) This Agreement and General Release shall be governed by and interpreted in accordance with the laws of the State of Connecticut;

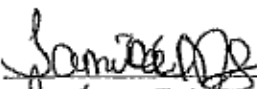
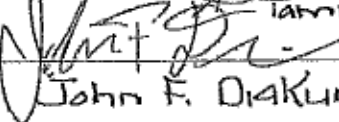
(18) This Agreement and General Release is binding on Employee and her heirs, executors or administrators and successors or assigns;

(19) EMPLOYEE ACKNOWLEDGES THAT SHE HAS CAREFULLY READ AND FULLY UNDERSTANDS ALL THE PROVISIONS OF THIS AGREEMENT AND THAT SHE HAS THE RIGHT TO CONSULT WITH AN ATTORNEY, AND THAT EMPLOYEE HAS BEEN AFFORDED A REASONABLE TIME TO CONSIDER THE TERMS HEREOF AND COULD HAVE HAD MORE TIME HAD EMPLOYEE REQUESTED.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 13<sup>th</sup> day of August, 2019.


Witnesses:

EMPLOYEE

  
\_\_\_\_\_  
Tamika Morris  
  
\_\_\_\_\_  
John F. Diakun

  
\_\_\_\_\_  
Zeena Tawfik

LOCAL 818 AND AFSCME COUNCIL 4

  
\_\_\_\_\_  
Tamika Morris

  
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