

## **WAIVER AND RELEASE OF ALL CLAIMS ("Release")**

This Release is entered into by and between the **City of Joplin, Missouri**, a Missouri Municipal Corporation, ("City"), and **Samuel Anselm** ("Employee").

CITY and its parents, subsidiaries, and affiliates, related corporations, and other affiliated or associated entities, and their respective council members, officers, directors, employees, agents, attorneys, and other associated individuals, are collectively referred to as the "City."

Employee is a contractual employee of CITY. Employee's employment relationship will end effective March 11, 2019 and will be considered a resignation. Although employee is not otherwise entitled to severance benefits for a resignation, CITY will pay certain severance benefits in consideration of Employee's execution of this Release and resignation.

1. **Waiver and Release of Claims.** To the extent allowed by law, Employee waives any and all claims, and any right to recover from such claims, that he may have against the City, and hereby releases the City from any and all liability, claims or charges of any kind whatsoever, including but not limited to any and all liability for claims or charges under state or federal discrimination laws, such as Title VII of the Civil Rights Act of 1964 and the Age Discrimination in Employment Act of 1967, arising out of his employment with CITY or the termination of that employment or any other circumstances or events, whether known or unknown, occurring up to and including the date that he executes this Release. This Release does not apply to any claim that cannot be waived by private agreement as a matter of law. Employee further acknowledges and agrees that, by entering into this Release, he does not waive any rights or claims that may arise after the Effective Date of this Release.

2. **Consideration.** In exchange for Employee's execution of this Release, CITY agrees to pay Employee cash payments equal to his monthly salary so long as he remains unemployed, for a period of seven (7) months from the effective date. Employee's current weekly gross salary is \$3,040.36. CITY shall also pay Employee a sum equal to his COBBRA premiums for his family health and dental insurance for a period of seven (7) months from the effective date so long as he remains unemployed. Payments will be made on the City's payroll schedule when other employees are paid. This payment will be treated as wage income and CITY will withhold from the payment all applicable federal and state income taxes, F.I.C.A., and all other authorized or required tax deductions. CITY will issue Employee and IRS Form W-2 to include this payment amount. Employee shall also be paid any unused vacation time and floating holidays. In the event that Employee needs to file for unemployment benefits in the future, the City will not oppose it.

3. **Cooperation.** Employee acknowledges he may have knowledge about certain city matters that would otherwise be lost to the City or at least difficult to obtain.

Employee agrees to provide reasonable assistance to the City upon specific requests for assistance.

4. **Return of Documents and Property.** Employee has returned or will immediately return to CITY all documents, files, memoranda, and records; credit cards; card key passes; door and file keys; computer access codes; software; computers; tablets and related hardware; "City Information" and other physical or personal property which Employee has possession or control of that is owned by the CITY. Employee shall keep his tablet computer.

5. **EEOC Actions.** This Release recognizes the rights and responsibilities of the Equal Employment Opportunity Commissions ("EEOC") to enforce the statutes which come under its jurisdiction. Nothing in this Release is intended to prevent Employee from filing a charge or participating in any investigation or proceeding conducted by the EEOC. However, nothing in this paragraph will limit the scope or finality of the Waiver and Release of Claims or Employee's relinquishment of the right to any individual recovery, financial or otherwise, in any action proceeding before the EEOC.

6. **Employee's Acknowledgements.** Employee acknowledges, as of the date Employee signed this Release, he (1) has not suffered a work-related injury that has not been properly disclosed by Employee to CITY; (2) has been paid in full all wages due and owing to Employee for any, and all, work performed for CITY; (3) has not filed any lawsuit, charge, complaint, or other action involving any claims included in paragraph 1 of this Release. Employee acknowledges that CITY is relying on the accuracy or representations in this paragraph as material terms of this Release.

7. **No Further Payments Owed.** Beyond the payments and benefits specified in this Release, Employee agrees that he is not and will not be due any other payment or benefit from the City of any kind whatsoever.

8. **Time to Consider/Consultation with Attorney.** Employee is hereby advised in writing to consult with an attorney prior to signing this Release. Employee acknowledges that he has been given a sufficient period of time to consult an attorney and to consider this Release, understands its terms, and signs it voluntarily, of Employee's own free will, without coercion or duress, and with full and knowing understanding of the significance and binding effect of this Release.

9. **Effective Date.** The effective date of this Release is March 11, 2019.

10. **Enforcement.** Employee and CITY agree that this Release may be specifically enforced in court and may be used as a bar to any action brought by Employee with respect to any matter released.

11. **Public Record.** Employee and CITY agree that this Release is considered a public record under Missouri law.

12. **Entire Agreement.** This Release constitutes the entire agreement between the parties with respect to the matters covered, and replaces any and all prior written and verbal agreements and negotiations with respect to such matters. Employee has not relied upon any promise or statement that is not specified in this Release. This Release may be modified only by a subsequent written agreement signed by all of the parties.

13. **No Admission.** CITY's payment of consideration pursuant to this Release is not an admission that the City is liable to Employee or did anything wrong with respect to the Employee.

14. **Severability.** If any term or provision of this Release shall, to any extent, be invalid or unenforceable, the remainder of this Release shall not be affected thereby, and each term and provision of this Release shall be valid and enforced to the fullest extent permitted by law.

15. **Notary Required.** This Release shall not be binding on either party until signed and acknowledged before a Notary by each party and delivered to the other.

16. **Mutual Non-Disparagement.** The City Council of the CITY and Employee agree not to intentionally make, or intentionally cause any other person to make any public statement that is intended to criticize or disparage the other.

**THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS RELEASE AND ATTACHMENT AND SIGN THIS RELEASE VOLUNTARILY WITH FULL KNOWLEDGE OF ITS BINDING EFFECT.**

Date: March 11, 2019

  
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Samuel Anselm

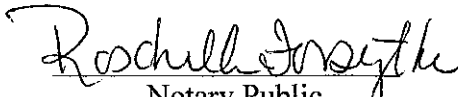
STATE OF MISSOURI)

) ss.

COUNTY OF JASPER)

Before me, the undersigned Notary Public, on this day personally appeared **Samuel Anselm**, to me personally known to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO ME, this 12<sup>th</sup> day of March, 2019.

  
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Notary Public

My commission expires: 7/5/2022

**Roschelle Forsythe**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Jasper County  
My Commission Expires July 5, 2022  
Commission #18211596

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