

NORTH CAROLINA

GUILFORD COUNTY

SEPARATION AGREEMENT AND GENERAL RELEASE

CONSULT WITH AN ATTORNEY PRIOR TO SIGNING THIS SEPARATION AGREEMENT AND GENERAL RELEASE. BY SIGNING THIS AGREEMENT AND GENERAL RELEASE YOU GIVE UP AND WAIVE IMPORTANT LEGAL RIGHTS.

This Separation Agreement and General Release (“Agreement”) is entered into between the City of Greensboro (hereafter “City”), a North Carolina Municipal Corporation, and Taiwo Jaiyeoba (hereafter “Employee”). The terms of this Agreement are the product of mutual negotiation and between City and Employee. In consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

1. Separation Date

Employee acknowledges that his last day of employment with City is March 5, 2024.

2. Final Payment of Wages

Employee will receive all of Employee’s unpaid wages in accordance with North Carolina law, including any accrued, but unused annual leave, through March 5, 2024. All payments will be subject to applicable deductions and withholdings required by law or Employee’s voluntary election.

3. Benefits and COBRA Coverage

Health Care Coverage Continuation after March 5, 2024. The City will continue to provide health care coverage for the duration of the Employee’s Severance Covered Period (three (3) months pursuant to Section 5). The parties agree that Employee will continue to make contributions at his expense, based upon his elected coverages. This includes health care coverage for the Employee and his family members who are “qualified beneficiaries” under the City’s group health plan(s) during such period to employees participating in such plans(s) and at levels and contribution rates and with coverage no greater than those provided to such Employee as of the Separation Date. In the event the Employee and his or her family members become eligible for group health care coverage elsewhere on terms generally no less favorable to the Employee during the Severance Covered Period, the Employee shall provide notice to the City of Greensboro, and the City of Greensboro reserves the right to discontinue paying for such coverage under the City of Greensboro’s group health plans.

Upon exhaustion of the later of the Employee’s Severance Covered Period or the COBRA continuation period, or after the City ceases paying for coverage (if applicable), any expense associated with the continuation of any health care coverage beyond the Employee’s Severance Covered Period will be the sole responsibility of the Employee.

4. Return of Property

Employee must immediately return all City property, including identification cards or badges, access codes or devices, keys, laptops, tablets, computers, telephones, mobile phones, credit cards, electronically stored documents or files, physical files and any other City property and information in Employee's possession or control, any other materials of any nature pertaining to Employee's work and any documents or data of any description containing or pertaining to any confidential material of the City. Employee hereby represents that he has, as of the date of this Agreement, returned all City property identified above.

5. Severance

In consideration for the Employee's execution, non-revocation of, and compliance with this Agreement, including the waiver and release of claims, City agrees that Employee will receive his normal annualized salary of \$322,052 minus applicable withholdings on the following pay dates: March 22, 2024, April 5, 2024, April 19, 2024, May 3, 2024, May 17, 2024, May 31, 2024, and June 14, 2024. Employee acknowledges that he is not entitled to any additional payment or consideration not specifically referenced in this Agreement. This will include health insurance coverage as outlined in Section 3 of this Agreement.

6. General Release of Claims

(a) In consideration for the Severance provided in this Agreement, Employee releases and forever discharges City, its elected officials, current and former employees, agents, attorneys, and insurers, both individually and in their business capacities, and their benefit plans and programs and their administrators and fiduciaries (collectively referred to throughout the remainder of this Agreement as "Releasees") of and from any and all claims, demands, and causes of action, obligations, judgments, rights, fees, damages, debts, obligations, liabilities, and expenses (including attorneys' fees) of any kind whatsoever (collectively, "Claims"), whether known or unknown, asserted or unasserted, which Employee has or may have against Releasees as of the date of Employee's execution of this Agreement, including, but not limited to, any alleged violation of:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 (except for any vested benefits under any tax-qualified benefit plan);
- The Immigration and Reform Control Act;
- The Americans with Disabilities Act of 1990;
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Non-Discrimination Act of 2008;
- Any other federal, state, or local law, rule, regulation or ordinance that legally may be released;
- Any public policy, contract (express and implied), tort, or common law, including, but not limited to claims of breach of an expressed or implied contract, tortious interference with

contract or prospective business advantage, breach of the covenant of good faith and fair dealing, promissory estoppel, detrimental reliance, invasion of privacy, nonphysical injury, personal injury or sickness or any other harm, wrongful or retaliatory discharge, fraud, defamation, slander, libel, false imprisonment, or negligent or intentional infliction of emotional distress; or

- Any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

(b) Employee is not waiving any rights Employee may have to: Employee's own vested accrued retirement benefits under Employee's participation in State sponsored retirement plans; benefits and/or the right to seek benefits under applicable workers' compensation and or unemployment compensation statutes; pursue claims which by law cannot be waived by signing this Agreement; enforce this Agreement; and/or challenge the validity of this Agreement.

(c) Nothing in this Agreement prohibits or prevents Employee from filing a charge with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency. However, to the maximum extent permitted by law, Employee agrees that if such an administrative claim is made, Employee shall not be entitled to recover any individual monetary relief or other individual remedies.

(d) If any claim is not subject to release, to the extent permitted by law, Employee waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective, or multi-party action or proceeding based on such a claim in which City or any other Releasee identified in this Agreement is a party.

7. Older Workers Benefit Protection Act & Age Discrimination in Employment Act of 1967
Employee understands that this Agreement may not affect the rights and responsibilities of the Equal Employment Opportunity Commission ("EEOC") to enforce the Age Discrimination in Employment Act of 1967 ("ADEA") or be used to justify interfering with the protected right of an employee to file a charge or participate in an investigation or proceeding conducted by the EEOC under the ADEA.

Employee acknowledges that he was informed that he has 21 days from March 5, 2024 to review and consider this Agreement and to consult with an attorney regarding the terms and effect of this Agreement before his signature becomes effective. On March 26, 2024, Employee's signature on this Agreement becomes effective. Employee acknowledges that he has 7 days after his signature becomes effective (March 26, 2024) to revoke this Agreement. This Agreement will not become effective or enforceable until after the Employee's Revocation period has expired.

8. Positive Recommendation

City will provide positive comments or references/recommendations to potential future employers covers the period Employee worked for the City of Greensboro, citing dates of service and relevant work done, as applicable. This must be in the form of an agreed upon, signed statement.

9. Non-disparagement

Both parties promise and agree that they shall not at any time make, publish or communicate to any person or entity or in any public forum, any defamatory or disparaging remarks, comments, or statements concerning the Employee or the City, its elected officials, officers or employees. This section does not, in any way, restrict Employee from exercising protected rights to the extent that such rights cannot be waived by agreement, or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency.

10. Employee Representation

Employee represents that he has not filed, commenced, or in any other way participated in the bringing of an action, proceeding, or claim of any kind, judicial, administrative or otherwise against Releasees relating to Employee's employment with City. Employee also represents that he is not aware of any lawsuit, claim, or demand, or of any threat of a lawsuit, claim, or demand, or of any facts or circumstances that could give rise to a lawsuit, claim or demand against Employee or Releasees arising from or relating to Employee's actions or omissions during Employee's employment at City.

11. No Admission of Liability

Employee agrees that this Agreement shall not be deemed or construed at any time for any purpose as an admission by the City of any liability, wrongdoing, or unlawful conduct of any kind.

12. Attorney Consultation

Employee acknowledges and confirms that City has encouraged Employee to consult an attorney, That Employee has had the opportunity to consult with an attorney prior to executing this Agreement, and that Employee either consulted with an attorney or waived the right to do so. Employee further agrees that any fees and expenses of Employee's attorneys will be Employee's sole responsibility.

13. Counterparts

This Agreement may be executed in separate counterparts and by facsimile, and each such counterpart will be deemed an original with the same effect as if the Parties had signed the same document.

14. Agreement Not to Be Construed Against Any Party

Each party acknowledges that it has participated in the drafting and preparation of this Agreement, and hence no rule of construction may be used to construe this Agreement against any party by virtue of that party's role in drafting this Agreement.

15. Captions & Headings

Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

16. Enforcement

Employee and City agree that if either party breaches any provisions in this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs in any lawsuit or action brought to enforce this Agreement. This Agreement shall be governed and conformed in accordance with the laws of the State of North Carolina without regard to its conflict of laws provision. The parties agree that any action that may arise from Employee's employment with the City or this Agreement shall be filed and litigated only in Guilford County, North Carolina. In the event of a breach of any provision of this Agreement, either party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

17. Complete Agreement

This Agreement contains the complete agreement of the parties relating to the Employee's separation from employment and the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, between the parties. The parties further understand and agree that this Agreement can be amended or modified only by a written agreement, duly signed and executed by both Parties. Employee affirms that in entering into this Agreement, that Employee is not relying upon any oral or written promise or statement made by anyone at any time on behalf of the City.

18. Employee Acknowledgement

Employee acknowledges and agrees that Employee has fully read and understands this Agreement's binding legal effect. Employee further acknowledges and agrees that Employee has had a reasonable period of time to consider all of the terms and provisions, and has had an opportunity to ask questions before signing this Agreement. Employee further acknowledges that Employee is signing this Agreement freely and voluntarily and that Employee's signature below is an agreement to waive, settle and release all claims employee has or might have against the City and the Releasees, except as otherwise specifically provided in this Agreement. Employee acknowledges and agrees that this Agreement is binding upon Employee and Employee's successors, assigns, heirs, executors, administrators, and legal representatives.

19. Cooperation

Employee agrees that Employee will assist and cooperate with the City in connection with the defense or prosecution of any claim that may be made against or by the City, or in connection with any ongoing or future investigation or dispute or claim of any kind involving the City, including any proceeding before any arbitral, administrative, judicial, legislative, or other body or agency, including testifying in any proceeding to the extent such claims, investigations, or proceedings relate to services performed or required to be performed by Employee, pertinent knowledge possessed by Employee, or any act or omission by Employee. Employee further agrees to perform all acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this paragraph.

20. Public Record

The parties understand and agree that this Agreement is a public record, which will be provided to the public upon request.

IN WITNESS WHEREOF, the Mayor, on behalf of the City of Greensboro and Employee have caused this Agreement to be signed and executed.

[Remainder of this page left intentionally blank.]

DocuSigned by:
By: Nancy Vaughan
7BA559ED591F461...
Mayor Nancy Vaughan

By: Taiwo Jaiyeoba
Taiwo Jaiyeoba

Date: 3/8/2024 | 11:36 AM EST

Date: March 6, 2024

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.:

DocuSigned by:
By: Marlene Druga
A4ED9A732706433...
Marlene Druga, Finance Director

Date: 3/8/2024 | 3:47 PM EST

Attest:

DocuSigned by:
By: Angela Lord
757F75E2A3CE41C...
Angela Lord, City Clerk

DocuSigned by: Date: 3/8/2024 | 3:49 PM EST



Approved as to legal form:

DocuSigned by:
By: Charles D. Watts, Jr.
2A00778ECC094D0...
Charles D. Watts, Jr., City Attorney

Date: 3/8/2024 | 3:32 PM EST