

2012 EMO 52

JAN 20 2012

Presented: 10:58A y
Adopted: 1-23-12

**SETTLEMENT AGREEMENT AND RELEASE OF ALL
CLAIMS BETWEEN THE CITY OF FLINT AND GLENDA R. DUNLAP**

In consideration of the agreements set forth below, Glenda Dunlap (hereinafter "Employee"), her heirs and personal representatives, fully and forever releases and discharges the City of Flint, its agents, employees, officers, representatives, and elected officials, both past and present (collectively referred to as "Employer"), from any and all claims, demands, actions, grievances, and causes of action of every kind, nature, or description, whether known or unknown, which Employee may have had, may now have, or may hereafter have arisen before the date of this Settlement Agreement including, but not limited to, any claim under the Age Discrimination in Employment Act of 1967, the Family and Medical Leave Act, the United States Constitution, or other state or federal employment related claims, by reason of any matter, cause, act, or omission arising out of or in connection with her employment or separation of employment with Employer.

1. Any claims heretofore made shall forthwith be dismissed with prejudice and without the payment of costs, interest, or attorney fees by any party, except as detailed herein. This paragraph includes, but is not necessarily limited to all pending litigation, grievance arbitrations and Civil Service Commission matters. The Union, by their signature below, concurs in and agrees to effectuate the withdrawal of any pending grievance(s) which arise(s) out of discipline assessed prior to the date of reinstatement.
2. In consideration for signing this Settlement Agreement and General Release (Release) and the fulfillment of the promises herein, Employer agrees to provide the following consideration.
 - a. Employer agrees to pay the Employee the sum of (\$9,495.08), less applicable and customary withholdings.
 - b. Employer shall reinstate the Employee to her position of Program Manager effective Tuesday, January 17, 2012.
 - c. Employer shall pay Employee's counsel Mary Mahoney \$4,000.00.
 - d. Employee's personnel file shall be purged of all discipline subsequent to January 1, 2010, including termination.
 - e. For purposes of seniority, service credits and accruals, Employer agrees that the discharge of Employee is rescinded, and all seniority, service credits and accruals from the date of discharge through the date of reinstatement will be restored.

The appropriate W2 and 1099 IRS form(s) shall be issued reflecting these payments.

3. Employee agrees that she will not file a lawsuit or claim of any type in any forum against Employer for actions arising prior to the date of the execution of this Agreement, and that if she does, the lawsuit or claim will be immediately dismissed; and, notwithstanding the fact that the terms of this Agreement shall otherwise remain in full force and effect, she will return to Employer all of the consideration received from Employer as a result of this

Settlement Agreement and Release, and Employee will pay to Employer all of the costs, expenses, and attorney fees incurred by Employer in defending against such a lawsuit or claim. However, nothing in this Settlement Agreement and Release shall prevent Employee from filing suit to challenge this Agreement, to enforce the terms of this Agreement, or to assert a timely claim in accordance with the Age Discrimination in Employment Act, if Employee believes this release does not comply with the requirements of the Age Discrimination in Employment Act as amended by the Older Workers Benefit Protection Act and, if such a suit is filed, the provisions regarding returning the consideration provided in exchange for this Agreement and providing that Employee shall pay Employer's attorney fees and costs shall not apply.

4. Employer agrees that it will hold Employee harmless from any further disciplinary action based on any acts or omissions of which it is aware or should be aware occurring prior to the date of reinstatement, and acknowledges that as of the date of signing this agreement, it is not aware of any misconduct beyond that reflected in Employee's personnel file, whether or not subject to rescission under this agreement, in which the employee has been involved.

5. Nothing in this Agreement shall interfere with the Employee's right to file a charge, cooperate with, or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission and/or state Fair Employment Practices Agency or any other federal or state regulatory or law enforcement agency. However, the consideration provided to the Employee in this Agreement shall be the sole relief provided to the Employee for the claims that are released by the Employee herein, and Employee will not be entitled to recover and agrees to waive any monetary benefits or recovery against Employer in connection with any such claim, charge, or proceeding without regard to who has brought such Complaint or Charge.

6. The above commitments by the parties are undertaken solely to avoid the inconvenience and cost of defending against claims or potential claims by Employee and for no other reason. The parties accordingly acknowledge and agree that the consideration stated above is made and accepted in settlement and compromise of disputed claims, and shall not be construed to be an admission of liability by Employer, by whom any liability to Employee is expressly denied, or an admission of liability or guilt by the Employee, by whom any liability to Employer is expressly denied.

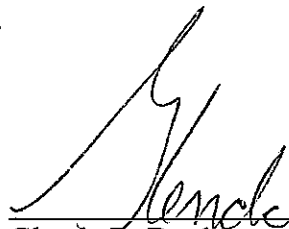
7. It is further understood and acknowledged that the terms of this Release are contractual and not a mere recital and that there are no agreements, understandings, or representations made by Employer, except as expressly stated.

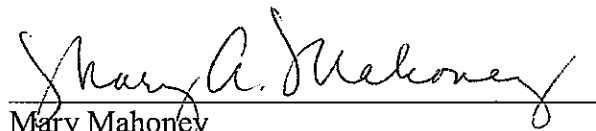
8. This Agreement contains the entire agreement and understanding between the Employee and Employer with respect to any and all disputes or claims that the Employee has, or could have had, against Employer as of the date this Agreement is executed, and supersedes all other agreements between the Employee and Employer with regard to such disputes or claims. This Agreement shall not be changed unless such change is made in writing and is signed by both the Employee and Employer.

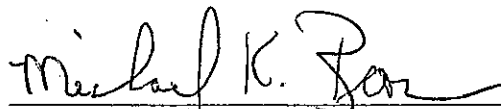
9. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provisions, which shall remain in full force and effect. If any portion of this Agreement is found invalid, the parties agree to enter into a full and general Release by Employee that is not invalid.

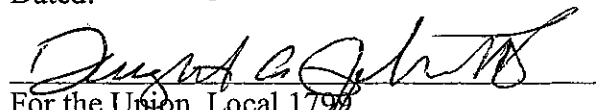
10 Employee acknowledges that she was advised to and did consult with an attorney prior to executing this Settlement Agreement and Release. Employee further acknowledges that she was given a period of 21 days within which to consider this Settlement Agreement and Release before signing this document. Finally, Employee understands that during the 7-day period following her signature on this Settlement Agreement and Release that she may revoke this Agreement and that this Agreement will not become effective or enforceable until the expiration of the 7-day revocation period.

Employee has executed this Settlement Agreement and Release and has acknowledged that she executed it as her own free act and deed.


Glenda R. Dunlap
Dated: 1-19-12


Mary Mahoney
Counsel to Dunlap
Dated: 1/20/12


For Employer, City of Flint
Dated: 1-23-12


For the Union, Local 1799
Dated: 1-19-12