



Mayor of Providence

Jorge O. Elorza

February 7, 2019

Honorable Members
Providence City Council
Providence City Hall
25 Dorrance St
Providence, RI 02903

Dear Honorable Members:

Pursuant section 2-99 of the Code of Ordinances of the City of Providence, I have attached the separation agreement for Ms. Sybil Bailey and respectfully submit the same for your approval.

I am requesting that this item be accepted off docket since the agreement was not finalized until after docket deadline.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sabrina Solares-Hand".

Sabrina Solares-Hand
Director of Operations

IN CITY COUNCIL
MAR 21 2019

READ AND DENIED

A handwritten signature in blue ink, appearing to read "Stan Selbeck".
CLERK

February 4, 2019

Sybil F. Bailey

Personal and Confidential

Dear Ms. Bailey:

The purpose of this letter agreement ("this letter," "this agreement" or "this letter agreement") is to set forth the agreements between you and the City of Providence (hereinafter "City", including its elected and appointed officials, employees, administrators, representatives and agents) concerning the terms of your departure from employment with the City as its Human Resources Director.

You agree to resign, and do hereby irrevocably resign your employment with the City effective on the 4th day of February 2019 ("the Separation Date"). You shall not act or refrain from acting in a manner which is prejudicial or harmful to the best interests of City, and any breach of this fundamental obligation shall be deemed material. After the Separation Date you shall not be authorized or obligated to perform any further services to City. It is understood that City will take actions in reliance on your resignation and that they are irrevocable.

Following the Separation Date, subject to your signing and the effectiveness of this letter agreement, you will be eligible to receive pay and benefits in accordance with the terms of this agreement.

This letter outlines the pay and benefits that you are eligible to receive if you agree to the terms and conditions stated herein, including your agreement to execute a release in favor of the City. If you violate any of the terms or conditions set forth in this agreement, you may forfeit your right to any benefits and separation pay outlined hereunder. You have twenty-one (21) days from your receipt of this letter to consider the City' offer of pay and benefits, and to sign below and return this entire agreement to me.

I. Separation Pay and Benefit Continuation; Unemployment Benefits; Pension Application:

Subject to your execution, compliance and the effectiveness of the terms of this letter agreement, the City shall pay you severance in the gross amount of \$127,278.67 less applicable regular payroll tax withholdings and authorized deductions including but not limited to, deductions for state, federal and FICA taxes ("Separation Pay").

Following the full payment of Separation Pay, the City shall also pay you all accrued and non-discharged vacation leave in accordance with present practice and policy.

Although the decision about whether to award you unemployment benefits based on your voluntary resignation will be made by the State of Rhode Island, the City will not contest your claim for unemployment benefits should you make one.

The City shall provide you, through February 28, 2020, with continued coverage for benefits, including health and dental insurance, on the same terms and conditions in effect on the date of this letter. Following the termination of City health care benefits, you may elect to and be eligible to extend coverage of then-existing health care benefits for an additional period of time in accordance with the provisions of COBRA. You shall receive a separate notification from the City of your rights under COBRA.

The City shall not challenge your application to collect pension benefits based on its honorable service ordinance.

II. Confidentiality:

It is our mutual desire and intent that the terms of this letter agreement be maintained in the strictest confidence, to the extent allowable by law. To that end, you agree to hold each and every term of this letter agreement in strictest confidence and neither to release nor to divulge, either orally or in writing, any term or condition hereto to any person, firm, or entity except your counsel, spouse or domestic partner, and/or tax/financial advisor or as may be required by law, regulation or by order of any court or agency, provided that you advise your counsel, spouse or domestic partner, and/or tax/financial advisor to be similarly bound by this covenant of confidentiality.

Before any disclosure required by law, regulation or order of any court or agency, you will give the City reasonable opportunity to oppose such disclosure by giving advance written notice of such proposed disclosure to City through its City Solicitor, 444 Westminster Street, Providence, Rhode Island 02903.

III. Confidential Information/Cooperation With Litigation:

You agree that you will not disclose or cause to be disclosed in any way any confidential information or documents relating to the City or its elected and appointed officials, administrators, employees, agents and representatives. You also agree that you will cooperate fully with City in connection with any existing or future litigation or arbitration against City, whether administrative or civil in nature, and to the extent the City deems your cooperation necessary. The City agrees that any requests for your cooperation made pursuant to this paragraph will be made in good faith, and to the extent possible, the City will provide reasonable notice of the need for such cooperation and will make a good faith effort to accommodate your reasonable scheduling needs in coordinating such cooperation.

IV. Return of City Property:

You hereby acknowledge that by the Separation Date you will return to City's Chief Operating Officer any and all City property in your possession or under your control, including without limitation, keys, computer hardware and software, other electronic equipment, records, data, notes, reports, correspondence, financial information, employee files and information and other documents or information (including any and all copies of such property) written or created by, for or on behalf of the City, whether or not by or at City's request. The City shall forward mail addressed to you at the above address. You shall be allowed to retain your City issued cell phone.

V. Non-Disparagement and Letter of Reference:

You agree that you will not, at any time, disparage the City, its elected and appointed officials, administrators, employees, agents, representatives, and those associated with City. You also agree that you will not engage in any misconduct that is harmful or contrary to the interests of City or its elected and appointed officials, administrators, employees, agents and representatives. The City agrees that it will not at any time disparage you. The City agrees to respond to any reference requests or inquiries from your prospective employers or others, stating your dates of employment, position held, duties and responsibilities and that you voluntarily resigned. The City shall also provide a letter in response to any reference requests or inquiries from your prospective employers or others in the form attached hereto as Exhibit A, which you expressly hereby approve.

VI. General Release and Covenant Not to Sue:

For and in consideration of the payments and benefits provided herein, you hereby agree not to make any claims of any kind or nature against the City, and all its past and present elected and appointed officials, administrators, employees, agents and representatives (hereinafter referred to collectively as the "RELEASEES") before any agency, court or other forum and you further agree to release the RELEASEES from any claims you may have against them up to the Separation Date, whether known or unknown to you, including without limitation, any matters involving your employment, compensation, common law claims, torts of any kind, or any claims arising under the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, as amended, the Rhode Island Civil Rights Act, the Rhode Island Fair Employment Practices Act, the Rhode Island Whistleblowers' Protection Act, the Rhode Island Civil Rights of People with Disabilities Act, the Rehabilitation Act of 1973, the Family and Medical Leave Act of 1993, the Rhode Island Parental and Family Medical Leave Act, the Americans with Disabilities Act, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, the Employee Retirement Income Security Act of 1974, or any other federal, state or local employment discrimination or civil rights laws, presently or hereafter enacted, or any claims, demands or causes of action for monetary or equitable relief, including back pay, front pay, reinstatement, compensatory, punitive damages, attorneys' fees, expenses and cost of litigation. You further represent that you have not filed any claim against RELEASEES in any forum up to the date of this letter agreement. This release does not apply to any rights you may have under COBRA.

You agree not to sue the RELEASEES for any reason, intending this all-encompassing release to act as a full and total release of any and all claims you may have against the RELEASEES, whether or not specifically referred to herein.

You hereby agree that following the termination of your employment on the Separation Date, you will have no rights to any salary, severance, benefits or other form of compensation from City other than as explicitly set forth in this agreement or as expressly required by law.

This means that, by signing this agreement, you have waived any right you may have had to bring a lawsuit or make any claim against the RELEASEES based on any acts or omissions taken by the RELEASEES up to the Separation Date.

This release does not waive any rights to the pay or benefits to be provided to you as set forth herein, including any pension benefits to which you may be eligible to receive at some future date, nor to the right to enforce this agreement. However, you agree to waive the right to recover any damages or other relief in any claim or suit brought by or through any federal or state court or agency.

VII. No Admission of Liability:

This agreement does not constitute an admission or acknowledgement by City of any violation by City of any federal, state or local law, ordinance or regulation or of any liability, fault or wrongdoing whatsoever. You agree not to state, suggest or imply to the contrary in any way to any person or entity, except as required by applicable law. Neither this agreement nor anything in this agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by City and all its past and present board of trustees, directors, administrators, employees, agents and representatives. This agreement may be introduced, however, in any proceeding to enforce the agreement.

VIII. Voluntary Execution of Agreement:

This letter agreement, including the release contained in Section VI, is executed voluntarily and without any duress or undue influence on the part or behalf of the parties hereto, with it being your intent and full understanding that you are releasing all claims against RELEASEES. You acknowledge and agree that:

- a. you have been given a reasonable period of time within which to consider this letter agreement, up to and including twenty-one (21) days;
- b. if you fail to return this letter agreement within the time frame set forth in this letter agreement, the City will consider you to have rejected its offer of the Separation Pay and benefits provided herein;
- c. you have read carefully and fully understand the terms of this letter agreement, and you have had the opportunity to consult with an attorney and have been

advised by the City to consult with an attorney, prior to signing this letter agreement;

- d. any changes to this letter agreement, material or otherwise, will not restart the twenty-one (21) day review period;
- e. you may accept and sign this letter agreement prior to the expiration of the twenty-one (21) day review period, provided your acceptance is knowing and voluntary;
- f. you are executing this letter agreement voluntarily and knowingly and that, notwithstanding your voluntary and knowing execution, you may revoke your consent to this letter agreement at any time within seven (7) days of the date of its execution and delivery to City, and this letter agreement shall not become effective until this seven (7) day revocation period has expired; and
- g. whether you sign this letter agreement at or prior to the expiration of the twenty-one (21) day review period, the seven (7) day revocation period may not be shortened or waived.

The provisions of this letter agreement are severable. In other words, if any provision of this letter agreement, except the general release contained in section VI, is held invalid, the invalidity of such provision shall not affect other provisions of this letter agreement. In the event the general release contained in section VI is invalid, this letter agreement shall be invalid and you shall return to the City any and all payments City paid to you and on your behalf pursuant to the provisions of this letter agreement.

If you do not return this letter to me within twenty-one (21) days from your receipt of this letter, the City will assume you decided not to accept your pay and benefits under this letter.

If the foregoing is in accordance with your understanding, please sign and return this letter below, whereupon this letter shall constitute a binding agreement between you and City on the terms set forth above.

City of Providence

By:



Sabrina Solares-Hand
Chief Operating Officer

Acknowledged, accepted and agreed to:

Sybil F. Bailey
Sybil F. Bailey
Cameron J. Marwin
Witness

2/5/2019
Dated
2/5/2019
Dated