

GENERAL WAIVER, RELEASE AND SEPARATION AGREEMENT

This General Waiver, Release and Separation Agreement ("Agreement") is made by **CITY OF CHARLOTTE**, on behalf of its managers and officials (the "City of Charlotte" or the "City") and **JOHNNY JENNINGS** his heirs, executors, administrators, successors, and assigns (collectively "Jennings") for the purposes of resolving any claims that Jennings may have against the City of Charlotte as of the date of the execution of this Agreement. The City of Charlotte and Jennings are collectively referred to herein as the "Parties." The Parties agree that:

WHEREAS, Jennings has made allegations regarding violation of his rights under state and federal law related to his employment with the City of Charlotte (hereinafter referred to as ("Dispute"));

WHEREAS, the City of Charlotte denies any and all of the allegations ever made against them by Jennings including, but not limited to, the allegations set forth in this dispute and dispute that they are in any way liable to Jennings for anything or for any reason.

WHEREAS, the Parties have determined that it is in their respective best interests to enter into this Agreement and resolve any claims and issues Jennings may have regarding, relating to, or arising from his employment with the City and his separation from employment as of January 1, 2026, including any potential, actual or perceived claims.

WHEREAS, the Parties freely and knowingly agree to enter into and execute this Agreement;

NOW, THEREFORE, in consideration of the covenants and promises herein contained and for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. **Settlement Terms and Consideration.**

- Jennings will receive a retroactive pay increase from January 1, 2025, until December 31, 2025, in the total amount of 14,016.70.
- Jennings will receive a retention bonus in the amount of \$45,698.56, to be paid in two equal installments. The first installment shall be paid within fourteen (14) days of execution of this Agreement. The second installment shall be paid six months later. not to exceed December 31, 2025. Both installments shall be subject to normal withholdings and taxes, and reflected as W-2 pension eligible wages which will be included in the calculation of his pension award upon retirement;
- Jennings shall receive an additional forty (40) days of vacation, valued at \$45,284.70, in addition to Jennings' existing balance and will be added to Jennings' vacation "bank" and paid following Jennings's retirement effective January 1, 2026. Payment of the additional

forty (40) days of vacation, as well as any other unused vacation hours, shall be paid on or before January 31, 2026, following Jennings' retirement effective January 1, 2026.

- Jennings shall receive severance in the amount of \$175,000 on a W-2 form to be paid to Jennings on or before January 31, 2026, following his retirement and official separation of employment with the City of Charlotte on January 1, 2026. Such payment will NOT be considered pension eligible wages but will be subject to withholding of federal and state taxes and other withholdings as required by law, however, there will be no withholdings for retirement pension or retirement plans.
- Jennings shall receive a payment of \$25,000 on a tax form 1099 for costs incurred related to this Dispute. This shall be paid within fourteen (14) days of execution of this Agreement;
- Jennings and the City of Charlotte agree that Jennings will remain employed as the Chief of Police or in a comparable sworn law-enforcement position at his retro-actively adjusted annual salary reporting to the City Manager until and through his retirement effective January 1, 2026.
- Jennings agrees to retire effective January 1, 2026, and will submit his intent to retire and accompanying paperwork no later than November 30, 2025.
- The total value of the consideration shall be \$305,000, as outlined in the components above.

With regards to the Settlement Proceeds:

- a. Jennings understands and agrees the City of Charlotte is providing Jennings with no representations regarding tax obligations or consequences that may arise from this Agreement. Jennings' and Jennings' dependents, successors, assigns, heirs, executors, and administrators (and Jennings' legal representatives of every kind), agree to indemnify and hold the City of Charlotte harmless for any claims and/or liability related to any and all unpaid taxes, including but not limited to taxes, interests, and penalties due and owed;
- b. The Parties agree they shall each pay their own attorneys' fees and costs associated with this Dispute.
- c. The Parties acknowledge and agree that the foregoing allocation is made for purposes of settlement and is not intended to, and should not be deemed, an admission of any liability for any such damages. The City of Charlotte specifically denies any liability whatsoever.

2. **No Consideration Absent Execution of this Agreement.** Jennings understands and agrees that Jennings would not receive the monies and/or benefits specified in Paragraph 1 above, except for his execution of this Agreement and the fulfillment of the promises contained herein including, but not limited to, the promises contained herein.

3. **General Release, Claims Not Released and Related Provisions**

a. **General Release of All Claims.** As a material inducement to the City to make the payments described in Paragraph 1 above, Jennings knowingly and voluntarily releases and forever discharges the City of Charlotte, and its current employees, former employees, current agents, former agents, parent corporations, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current employees, former employees, attorneys, officers, directors, shareholders and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries (collectively "Releasees"), of and from any and all claims, known and unknown, asserted or unasserted, which Jennings has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of: the North Carolina Constitution, the Federal Constitution, Title VII of the Civil Rights Act of 1964, as amended; Sections 1981 through 1988 of Title 42 of the United States Code; The Age Discrimination in Employment Act; The Employee Retirement Income Security Act of 1974 ("ERISA") (as modified below); The Immigration Reform and Control Act; The Americans with Disabilities Act of 1990; The Family and Medical Leave Act; The Equal Pay Act; The Genetic Information Nondiscrimination Act of 2008; The North Carolina Equal Employment Practices Act, N.C. Gen. Stat. §143-422.1 et seq.; The North Carolina Parental Leave Law for School Involvement, N.C. Gen. Stat. §95-28.3; The North Carolina Lawful Use of Lawful Products Law, N.C. Gen. Stat. §95-28.2; The North Carolina Persons With Disabilities Protection Act, N.C. Gen. Stat. §168A-1 et seq.; The North Carolina Communicable Disease Law, N.C. Gen. Stat. §130A, §130A-148(i); The North Carolina Discrimination on the Basis of Sickle Cell Trait Law, N.C. Gen. Stat. §95-28.1; The North Carolina Genetic Testing Law, N.C. Gen. Stat. §95-28.1; The North Carolina Retaliatory Employment Discrimination Law, N.C. Gen. Stat. §95-240 et seq.; the North Carolina Wage and Hour Act, as amended, including N.C. Gen. Stat. §95-25.2 et seq., and §95-25.14 et seq.; the North Carolina Occupational Safety and Health Act, as amended; as well as any and all other claims arising out of any other federal, state and/or local law, rule, regulation, or ordinance; any public policy, contract, tort, or common law; or any basis for recovering costs, fees or other expenses including attorneys' fees incurred in these matters; as well as any other claims arising out of or related in any way to Jennings's employment with the City of Charlotte as of the date of execution of this Agreement. The City of Charlotte and Jennings represent that they are unaware of any claims they have against Jennings as of the date of signing this Agreement. Provided, however, that this release shall not apply to Jennings' rights to any vested benefits earned during his employment with the City of Charlotte, including, but not limited to, his rights as a retiree of the City of Charlotte now or in the future.

b. **Claims Not Released.** Jennings is not waiving any rights that he may have to: (a) benefits and/or the right to seek benefits under applicable workers' compensation and/or

unemployment compensation statutes; (b) pursue claims which by law cannot be waived by signing this Agreement or for any actions by the City of Charlotte following the execution of this Agreement; (c) enforce this Agreement; and/or (d) challenge the validity of this Agreement.

c. **Governmental Agencies.** Nothing in this Agreement prohibits or prevents Jennings from filing a charge with or participating, testifying or assisting in any investigation, hearing, trial, whistleblower proceeding or other proceeding before any federal, state, or local government agency (e.g. EEOC, NLRB, SEC., etc.), nor does anything in this Agreement preclude, prohibit, or otherwise limit, in any way, Jennings' rights and abilities to contact, communicate with report matters to, or otherwise participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, Jennings agrees that if such an administrative claim is made, then Jennings shall not be entitled to recover any individual monetary relief or other individual remedies for actions occurring prior to the execution of this Agreement.

e. **Collective/Class Action Waiver.** If any claim is not subject to release, to the extent permitted by law, Jennings 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 the City of Charlotte or any other Releasee identified in this Agreement is a party.

4. **Acknowledgments and Affirmations.** Jennings affirms that he has not filed, caused to be filed, or presently is a party to any claim against the City of Charlotte.

5. **Medicare Affirmation.** This settlement is based upon a good faith determination of the Parties to resolve disputed claims. The Parties have attempted to resolve this matter in compliance with both state and federal law, and it is believed that the settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift responsibility of past or future medical treatment to Medicare in contravention of 42 U.S.C. § 1395y(b). The Parties acknowledge and understand that any present or future action or decision by the Centers for Medicare & Medicaid Services on this settlement, or Jennings' eligibility or entitlement to Medicare or Medicare benefits, will not render this release void or ineffective, or in any way affect the finality of this liability settlement. Jennings affirms that as of the date that he signs this Agreement that he is not Medicare eligible (i.e. is not 65 years of age or older and has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Jennings further represents that he has not received any medical treatment or medical care arising out of or related to any of the allegations in the Lawsuit. Jennings further represents and warrants that he is aware of no Medicare conditional payments that have been made on her behalf. Jennings further agrees to waive any and all future actions against Releasees for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

6. **Governing Law and Interpretation.** 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. 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.

7. **No Admission of Wrongdoing.** Jennings 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 City of Charlotte of wrongdoing or evidence of any liability or unlawful conduct of any kind. Similarly, the City 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 Jennings of wrongdoing or evidence of any violation of policy or procedure of any kind. No party shall be considered a prevailing party in this matter.

8. **Mutual Confidentiality and Non-Disparagement.** Jennings agrees and covenants that he shall not at any time publish to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the City or the Released Parties now or in the future as it relates to his employment with the City, unless required by subpoena, court order, or applicable law. Further the City and the Released Parties shall not at any time publish to any person or entity or in any public forum any defamatory or disparaging remarks, comments or statements concerning the Employee as it relates to his employment with the City, unless required by subpoena, court order, or applicable law.

9. **Joint Participation in Preparation of Agreement, Review by Jennings.** The Parties hereto participated jointly in the negotiation and preparation of this Agreement, and each party has had the opportunity to review, comment upon, and redraft this Agreement and/or consult an attorney at each party's own expense. Accordingly, it is agreed that no rule of construction shall apply against any party or in favor of any party. This Agreement shall be construed as if the Parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other. Each party acknowledges that they were given a sufficient and reasonable amount of time in which to consider this Agreement and that they have carefully read this Agreement, fully understand what it means, and are entering into it voluntarily.

10. **Duty to Cooperate.** Jennings agrees to cooperate with the City and its related entities and affiliates regarding any pending or subsequently filed litigation, claims or other disputed items involving the City, its predecessors or its related entities or affiliates that relate to matters within Jennings' knowledge or responsibility during his employment. Without limiting the foregoing, Jennings agrees (i) to meet with the City's representatives, its counsel or other designees at mutually convenient times and places with respect to any times within the scope of this paragraph; (ii) to provide truthful testimony regarding same to any court, agency or other adjudicatory body; and (iii) to provide the City with notice of contact by any adverse party.

11. **Duty to Continue to Serve as Chief of Charlotte-Mecklenburg Police Department and Assist During Transition.** Jennings shall continue to serve as Police Chief and assist the City until his Separation Date or until a replacement is found, not extend past December 31, 2025. Further, if a replacement is found prior to Jennings's separation, Jennings agrees to aid in the transition of an interim

or new Police Chief until his retirement date of January 1, 2026.

12. **ADEA Waiver Acknowledgement.** Employee acknowledges and agrees that:
- a. He has been given a period of at least twenty-one (21) days to consider this Agreement but elects to waive this 21-day period as evidence by his signature below;
 - b. He has read and understands the terms of this Agreement and its effect;
 - c. He has been advised and has had the opportunity to consult with an attorney prior to executing this Agreement;
 - d. He has signed this Agreement voluntarily and with full understanding of its terms in exchange for the consideration described in this Agreement;
 - e. The consideration is adequate and more than he is already entitled to receive;
 - f. This Agreement will become effective seven (7) days after its signature by Employee (the "Effective Date") and will not be enforceable or effective by the City until after that seven (7) day period has expired; and
 - g. He may revoke his signature within seven (7) days of the date of his signature on this Agreement by providing written notice via hand-delivery or emailed-delivery to counsel for the City, Anthony Fox, 600 E. 4th Street, Charlotte, NC 28202. Notice must be received no later than 6:00pm on the seventh day after the day on which Employee signed this Agreement, and no attempted revocation after the expiration of the seven (7) day period described in paragraph 7(f) shall have any effect on the terms of this Agreement or its enforceability.
13. **Employee use and Protection of Mutual Confidential Information; Personnel Privacy.**
- a. Employee agrees that because of his employment with the City, he has access to valuable, highly confidential, privileged and proprietary information not generally available in the public domain relating to the City's business. The term "Confidential Information" means, in addition to its meaning under applicable law, information and material of whatever kind and in whatever form (whether oral, written, visual, magnetic, electronic, graphic, digitized or any other form, (containing or consisting of information or material of a technical, financial, operational, commercial, administrative, legal or planning nature or in the nature of intellectual property of any kind (not being restricted to information of this nature), whether belonging to the City, or disclosed to the City under a confidentiality undertaking. Employee will hold confidential the information in a fiduciary capacity for the benefit of the City, to the extent allowed by law and he will not, at any time during the course of his employment or thereafter, improperly access, use disclose or divulge any such information , knowledge or data to any person or corporation other than to the City or its designees and will not use the Confidential Information for any purpose other than for the furtherance of the business of the City. Notwithstanding the foregoing Employee agrees not to disclose or misappropriate any information which constitutes a trade secret under the North Carolina Trade Secrets Protection Act or any other Trade Secret Acts or related laws for so long as that information remains a trade

secret.

- b. Jennings, the City and the Released Parties agree to not, at any time or in any manner, either directly or indirectly, disclose, divulge, communicate, or otherwise reveal or allow to be revealed the financial terms, substance or content of this Agreement, ("Confidential Information"), unless required by subpoena, court order, or applicable law; provided however, that Jennings may disclose such information to Jennings's attorney, spouse, accountant, or financial advisor so long as Jennings obtains their prior commitment to follow the confidentiality provisions of this Agreement. The Parties acknowledge and understand that any breach of this Paragraph shall be deemed to be a material breach of that party's obligations under this Agreement.
- c. The Parties agree that this Agreement is governed by N.C.G.S. 160A-168 and notwithstanding N.C.G.S. 132-6 concerning access to public records, personnel files of an employee and are confidential with limited exceptions. Further, this Agreement contains information gathered by the City relating to the employee's performance, evaluation, leave, salary and termination of employment which is and shall remain confidential.

14. **Authority to Execute Agreement.** The Parties represent and warrant that they are authorized to execute this Agreement and have the full power and authority to review and execute this Agreement and to be bound by its terms.

15. **Amendment.** This Agreement may not be modified, altered or changed except in writing and signed by both Parties wherein specific reference is made to this Agreement.

16. **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties. Jennings acknowledges that he has not relied on any representations, promises, or agreements of any kind made to him in connection with his decision to accept this Agreement, except for those set forth in this Agreement.

17. **Counterparts.** This Agreement may be executed in counterparts, including electronically, each of which or any copy of same shall be binding on the Parties and deemed to be an original, and all of which together shall constitute one and the same Agreement.

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

JOHNNY JENNINGS

By: 

Johnny Jennings

5-8-2025

CITY OF CHARLOTTE

By: 

Marcus Jones

City Manager for the City of Charlotte