



TOWN OF WAREHAM

54 Marion Road
Wareham, MA 02571

Mark J. Andrews
Town Administrator
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administration@wareham.ma.us

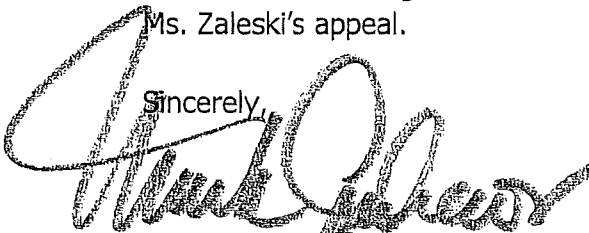
July 29, 2011

Mr. John Clifford, Esq.
76 North Bedford Street
East Bridgewater, MA 02333

Dear Mr. Clifford:

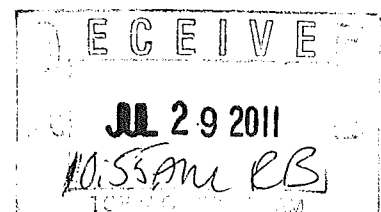
Pursuant to Section 7-9(d) of the Town Charter, I hereby make the following finding: The hearing under the Town Charter concerning the possible removal of Town Accountant Elizabeth Zaleski commenced on May 19, 2011. I have reviewed the testimony offered at that session and based on that testimony I am able to arrive at a decision. I find as follows: Ms. Zaleski was a hard working employee who was faced with addressing years worth of accounting problems would have challenged any accountant. Ms. Zaleski in her zeal to balance accounts took measures that amounted to shortcuts under strict accounting standards. These shortcuts were in no way motivated by personal gain and did not amount to fraud. Therefore, pursuant to Section 7-9 (d) of the Town Charter, I have determined that there is no further need to continue the hearing and the notice of intent to remove shall be rescinded. I hereby sustain Ms. Zaleski's appeal.

Sincerely,


Mark J. Andrews
Town Administrator

MJA:so

Cc: Board of Selectmen



It is hereby agreed by and between the Town of Wareham (hereinafter the "Town") and Elizabeth Zaleski as follows:

1. RESIGNATION OF ELIZABETH ZALESKI – Elizabeth Zaleski hereby resigns her position of Town Accountant for the Town of Wareham, effective July 29, 2011.
2. For the period through August 1, 2011, Elizabeth Zaleski will be carried as an inactive employee of the Town of Wareham with the job title of Town Accountant, and understands and agrees that she is not an employee of the Town during this period and that she will not represent herself as an agent, or employee for the Town except in connection with her efforts to seek alternative employment; or in connection with representations concerning her sources of income.
3. PAYMENTS TO ELIZABETH ZALESKI The Town agrees, within fourteen (14) days of execution of this agreement to pay Elizabeth Zaleski the amount of Forty-two Thousand and Five Hundred Dollars (\$42,500.00). Elizabeth Zaleski hereby agrees and acknowledges, and instructs, permits and authorizes the Town to make said payment by issuing a check made payable to "Elizabeth Zaleski and John J. Clifford, Esq., as her attorney" in the amount of Forty-two Thousand and Five Hundred Dollars (\$42,500.00) by sending that check to John J. Clifford, Esq. 76 North Bedford Street, East Bridgewater, MA, 02333.
4. CONTINUATION OF HEALTH AND OTHER BENEFITS. Elizabeth Zaleski will continue to be eligible for continued coverage under her existing health and dental insurance through the date of resignation. She may contact the Treasurer's office personnel with any questions or concerns regarding her health, dental and other benefits. Following the termination of health benefits under this agreement, she may exercise any rights he has to continue coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Information regarding this coverage will be forwarded to Elizabeth Zaleski upon execution of this agreement.
5. UNEMPLOYMENT BENEFITS. If the Town is contacted by the Division of Employment Security about the reasons for Ms. Zaleski's separation after the effective date of her resignation, it will not oppose the payment of unemployment benefits.
6. NO OTHER BENEFITS. Elizabeth Zaleski acknowledges that other than the payments and benefits set forth in paragraphs 3 and 4, she is entitled to no other payments or benefits. Payments under Paragraph 3 will not be affected by Elizabeth Zaleski's acceptance of other employment.
7. WAIVER AND RELEASE. In consideration of the promises of the Town set forth in paragraphs 2, 3, 4, and 5 of this Agreement, Elizabeth Zaleski hereby on behalf of herself, her executors, heirs, administrators, assigns and anyone else claiming by, through or under her, waives, releases, covenants not to sue and forever discharges the Town, present and former officials, agents, or employees working on behalf of the Town, and representatives (hereinafter "Releasees") of, from and with respect to any and all debts, demands, actions, causes of action, suits, covenants, contracts, agreements, promises, torts, damages, claims, and liabilities whatsoever of any name and nature, both in law and in equity (hereinafter "Claims") which she now has, ever had or may in the future have against each or any of the Releasees by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of the signing of this Agreement, including, but not limited to, any Claims arising out of, based upon or connected with her employment by Elizabeth Zaleski, the compensation and working conditions for that employment and/or the investigation of

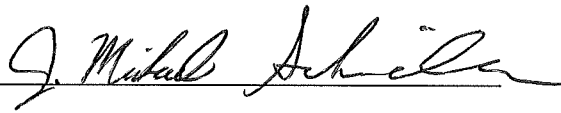
conduct during that employment and any Claims that might exist under federal, state or local laws, including, but not limited to, any Claims based on race, national origin, handicap, color, age, or sex, and excepting only claims for Workers' Compensation, and claims to enforce this agreement. Notwithstanding the foregoing, should any Town employee or official file a claim against Elizabeth Zaleski, nothing in this agreement shall prevent her filing a counterclaim against the individual who filed a claim. Nothing in this paragraph shall preclude Elizabeth Zaleski from communicating with, or co-operating with any investigation of unfair or illegal employment practices by the United States Equal Employment Opportunity Commission or any other governmental agency charged with enforcement of laws pertaining to the regulation of the workplace.

8. The waiver and release in Paragraph 6 of this Agreement includes any claims Elizabeth Zaleski may otherwise have had based on promises, contracts, laws regarding unfair or bad faith conduct and wrongful discharge, and state and federal statutory protections against discrimination in employment specifically including, among all the others, any rights or claims that Elizabeth Zaleski may have under: the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. § 621), which prohibits age discrimination in employment and/or Title VII of the Civil Rights Act of 1964, which prohibits discrimination in employment based on race, color, national origin, religion or sex; and/or the Americans with Disabilities Act, which prohibits discrimination against qualified individuals with disabilities, and Civil Rights claims under 42 U.S.C. 1983, except that this Agreement does not release any claims under any of the aforementioned laws that may arise after the signing of this Agreement. The waiver and release also applies to any claims arising to the date of the Agreement Elizabeth Zaleski may have under applicable state law governing discrimination in employment and applies to any claims that may now exist whether or not now known to Elizabeth Zaleski and the Town.
9. The Town of Wareham hereby, on behalf of itself, its present and former officials, employees, agents and representatives ("the Releasers") waives, releases, covenants not to sue and forever discharges Elizabeth Zaleski from and with respect to any and all debts, demands, actions, causes of action, suits, covenants, contracts, agreements, promises, torts, damages, claims, and liabilities whatsoever of any name and nature, both in law and in equity (hereinafter "Claims") which it now has, ever had or may in the future have against Elizabeth Zaleski by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of the signing of this Agreement, excepting only claims to enforce this Agreement. The Town of Wareham represents that it has not filed, and is not aware of any claims filed by Releasers against Elizabeth Zaleski, and that it and they will not file any such claims arising out of Elizabeth Zaleski's employment or separation from employment.
10. NON-DISPARAGEMENT. The Town and Elizabeth Zaleski agree that neither party shall make any public remarks that portray the other party in a negative or unfavorable light, professionally or personally. This non-disparagement agreement shall apply to all current town employees and officials, including, but not limited to, members of the Board of Selectmen, and shall include statements to any media outlet, including, but not limited to community websites, online forum websites, and/or blogs. Nothing in this paragraph shall prohibit the communication of information regarding these settlement matters as might be required by law or order of the court of competent jurisdiction. However, in the event that the issue of the settlement or amount of the settlement becomes public, the parties agree that they will not comment on the basis for the settlement or on any inference to be drawn from the settlement. In the event that either party, including officials, agents and employees of the Town are asked about the outcome or status of the action by any nonparty or member of the media, he or she will reply with the words "no comment" without any further comment or remark.

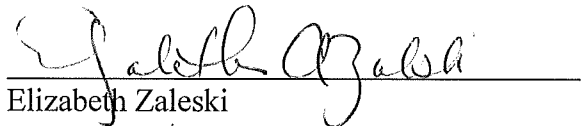
Violation of this paragraph shall constitute a breach of the Agreement, and shall subject that party, in their official and individual capacity, to liability for any and all claims arising out of that breach.

11. BREACH OF THIS AGREEMENT. In the event of a violation of any provision of Paragraphs 7 through 10 of this Agreement by either party through disparaging comments or the filing of a lawsuit or other legal claim against any other party covered by Paragraphs 7 and 8, the party filing the claim shall be liable for all costs, including attorneys' fees, incurred by the other party in defending against such claims.
11. VOLUNTARY EXECUTION OF AGREEMENT. Elizabeth Zaleski states that she has read and understands this Agreement, and that she has consulted an attorney prior to executing this Agreement.
12. This is the complete Agreement between the parties and it supersedes any and all written and/or oral promises and/or representations made between the parties prior to the execution of this Agreement. There are no other promises, understandings or agreements between the parties other than the agreements specifically stated in this document, and Elizabeth Zaleski confirms that no other promises or understandings have been relied on by her in deciding to sign this agreement. The Agreement may not be modified in any manner by either party except in a writing agreed to and signed by both parties.

TOWN OF WAREHAM




Dated: 7/20/11



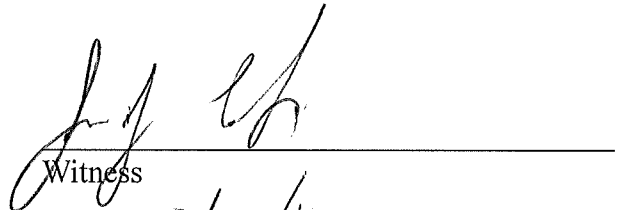
Elizabeth Zaleski

Dated: 7/20/11



Dated:

7-26-11



Witness

Dated: 7/20/11



Dated: 7/24/11

Dated:

Dated: