

**SEPARATION AGREEMENT BETWEEN ROBERT MUELLER-OWENS
AND THE MADISON METROPOLITAN SCHOOL DISTRICT**

THIS AGREEMENT is made by and between ROBERT MUELLER-OWENS ("Employee") and the MADISON METROPOLITAN SCHOOL DISTRICT (the "District"), collectively "the Parties."

WHEREAS, Employee is employed as a teacher by the District pursuant to an individual employment contract for the 2018-19 school year; and

WHEREAS, the Parties desire through this Agreement to settle all issues between the Parties related to Employee's employment with the District, the ending of that employment relationship, and any other issues between the Parties; and

WHEREAS, the Parties desire through this Agreement to finalize Employee's resignation from the District and accept all of the terms of this Agreement.

NOW, THEREFORE, the Parties, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. **Resignation.** Employee voluntarily resigns from the District effective March 13, 2019.
2. **Payment.** The District shall continue Employee's salary and all fringe benefits through the remainder of the 2018-19 school year as if he was completing his contract. Such payments shall be made on the same schedule as the District's regular payroll.

The District will continue to pay its usual share of the Employee's health insurance plan through December 31, 2019, at which time the Employee will lose regular insurance coverage under the District's health insurance plan but will have the right to elect continuation coverage (with Employee paying 100% of the premiums) as required under the Consolidated Omnibus Reconciliation Act of 1985 (COBRA). Provided, however, that said obligation on behalf of the District to pay health insurance premiums shall cease in the first full month that Employee secures group health insurance coverage in connection with other employment.

The District will compensate Employee for his remaining personal illness days (75) at his daily pay rate and an additional \$10,037, which is the equivalent of one-quarter of TERP, in remuneration. Payment will be made in a lump sum on or before April 1, 2019.

3. **Unemployment Compensation.** For Unemployment Compensation purposes, the District shall represent that Employee resigned in lieu of termination. Further, the District agrees not to challenge any Unemployment Compensation claim which may be filed by Employee, and shall confirm eligibility for such coverage.
4. **Letter of Reference.** The District agrees that if contacted by a prospective employer of Employee, it will supply information related to Employee's dates of employment, positions within the District and that he voluntarily resigned his position. In the event that any other administrator of the District is contacted to provide a verbal reference for Employee, said individual shall refer the inquiry to the Chief of Human Resources with the statement, "We direct all reference inquiries to the Chief of Human Resources."
5. **Mutual Non-Disparagement.** Employee shall not make any statements or otherwise take any action intended or that may reasonably be expected to impair the goodwill, reputation or good

name of the District and its officers, employees or agents. Likewise, the District agrees that its officers, administrative employees, and District office staff shall not to make any statements or otherwise take any action intended or that may reasonably be expected to impair the goodwill, reputation or good name of Employee. This Agreement does not prevent Employee from pursuing reconciliation and healing within the community related to his separation.

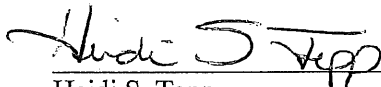
6. **Waiver and Release.** In consideration of the promises set forth herein, Employee, for himself, and his successors, assigns, heirs, administrators, executors, and personal representatives, does hereby agree to waive, release, forever discharge, indemnify and hold harmless, the District, its Board, Board members, officials, officers, employees, agents, attorneys and insurers, past or present (Releasees) individually and in their official capacities, and the successors and assigns of each of them, and any other person, firm or corporation charged or chargeable with responsibility or liability, their successors and assigns, from any and all legal and equitable rights and claims, demands, damages, costs, attorney fees, expenses, liability; or cause of action of any kind or nature whatsoever on account of any acts (including but not limited to, negligent and non-negligent acts), failure to act or other event arising out of or relating to Employee's employment by the District and/or his resignation from the District, including, but not limited to, grievances; prohibited practice complaints; claims for emotional distress or other tort claims; claims of wrongful discharge or constructive discharge; and claims based on contract, the Wisconsin Fair Employment Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §1983, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Civil Rights Act of 1991, and any and all other federal, state or local laws or ordinances dealing with discrimination, including retaliation, but excluding claims arising after this Agreement is executed. Employee further agrees not to commence any legal action against the District on any of the aforementioned grounds or on any grounds arising out of or relating to Employee's employment by the District and/or his resignation from the District existing as of the date Employee signs this Agreement, except as necessary to enforce this Agreement.

In consideration of the promises set forth herein, the District, for itself, its Board, Board members, officials, officers, employees, agents, attorneys and insurers, does hereby agree to waive, release, forever discharge, indemnify and hold harmless Employee, his successors, assigns, heirs, administrators, executors and personal representatives from any and all legal and equitable rights and claims, demands, damages, cost, attorneys fees, expenses, liability or cause of action of any kind or nature whatsoever on account of any acts (including but not limited to, negligent and non-negligent acts), failure to act or other event arising out of or relating to Employee's employment by the District and/or his resignation from the District.

7. **Severability.** The parties agree that if any term, condition, covenant, warranty or representation of this Agreement becomes or is declared illegal, invalid unenforceable, or void with respect to any person or circumstance, such provision shall be fully severable and the remainder of the Agreement or application of such circumstances shall not be impaired thereby and the Agreement shall otherwise remain in full force and effect.
8. **Older Workers Benefits Protection Act.** Employee hereby tenders a knowing and voluntary waiver of any claims he has, might have, or might allege under the Age Discrimination in Employment, and to that end, further acknowledges the following:
- a. That he has read the foregoing Agreement and fully understands it.

- b. That by executing this Agreement he is giving up certain rights which he may have to bring a claim or cause of action arising out of his employment.
 - c. That he accepts the consideration to be paid under the terms of this Agreement for the purpose of making a full and final compromise, adjustment and settlement of all matters arising out of his employment, regardless of whether such consideration is too much or too little.
 - d. That he understands that he has a right to consult with an attorney before executing this Agreement, has been advised to consult with an attorney of his choosing prior to executing this Agreement, and has been afforded the opportunity to do so.
 - e. That he understands that he has the opportunity to take up to twenty-one (21) days to consider this Agreement before signing it and represents that he has considered this Agreement within that period of time by signing this Agreement. He further understands that the District must receive this Agreement on the 22nd day following his receipt of this Agreement in order for it to be effective.
 - f. That he understands that he has the right to revoke this Agreement with respect to age discrimination claims within seven (7) days after its execution. To be effective, this revocation must be in writing and delivered to Matthew Bell, Acting General Counsel for the Madison Metropolitan School District, 545 West Dayton Street, Madison, Wisconsin 53703 within this seven (7) day period. He further understands that if he revokes this Agreement, the Agreement will not be effective or enforceable, and he will not be eligible to receive the benefits set forth herein above.
 - g. That he voluntarily executes this Agreement.
9. This Agreement shall not establish precedent.

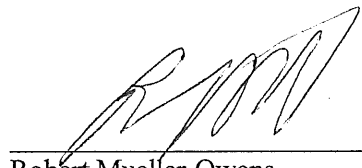
IN WITNESS THEREFORE, the undersigned further state that they have carefully read the foregoing Agreement, know and understand its contents, and sign the same under their own free will, being duly authorized to do so.



Heidi S. Tepp
Director of Labor Relations
Madison Metropolitan School District

3-15-19

Date



Robert Mueller-Owens

3/15/19

Date