

SEPARATION AGREEMENT AND RELEASE

This separation agreement is entered into effective as of the 24 day of March, 2023, by and between Camila Ramos ("Employee") and the City of Superior, Wisconsin, a municipal corporation and political subdivision of the State of Wisconsin ("City").

RECITALS

- A. Employee has been employed by the City of Superior City Clerk Department since January 6th, 2016.
- B. City and Employee wish to mutually agree upon the ending of the Employee's employment through her voluntary resignation effective June 24, 2023.
- C. Employee and the City wish to set forth the terms and conditions under which Employee's employment with the City will end, and to fully and finally resolve and settle all other matters and issues arising out of or relating to Employee's employment with the City and the conclusion of her employment.

AGREEMENT

1. Employment Status. Employee will cease physically working immediately. She will remain in a paid status through June 24, 2023, at which time her employment with the City will end. Employee's signature below constitutes her voluntary resignation effective June 24, 2023. Employee's separation from employment with the City shall not be subject to review by the Civil Service Commission or grievances or arbitration, or breach of contract action, either under this Agreement or any City Policy.
2. Availability Requirement. Effective with Employee's signature below, she will not be expected to remain available to the department or City by phone or for meetings after March 24, 2023. Employee will not report to work and will make arrangements with Human Resources to clean out all personal belongings no later than March 31, 2023.
3. Compensation. Employee will be on paid Administrative Leave through June 24, 2023. All 2023 existing and 2024 accumulated paid leave will be paid out on the last pay day, July 7, 2023.
4. Benefits. Employee's current health and dental insurance will be covered through July 31, 2023 via payroll deduction. Employee will be allowed to continue Family health coverage with the City through using banked months through December 31, 2024. Banked months includes 17.8 months banked at the end of 2022. January 2025 coverage is covered at 80% if Employee pays the 20% cost difference. Employee will have option to continue on City's health and dental insurance via paying COBRA rates.
5. Reference Requests. For all requests for employment references on Employee's employment with the City, the City will provide a neutral reference verifying position held and job description, dates of employment and rate of pay only. Additional

information relevant to Employee's employment with the City would be released only upon Employee's written consent or in accordance with relevant public records laws.

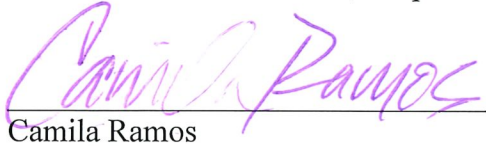
6. Unemployment. The parties agree that for purposes of Unemployment Insurance only, the Employee's separation from employment is a termination not for "misconduct" as that word is defined in Wis. Stats. Chapter 108. The City agrees that it will not contest the eligibility of the Employee for unemployment benefits, the decision by the State regarding Unemployment Insurance benefits or payments to the Employee, and will not appear at any hearing on the same.
7. Release*. In exchange for the consideration set forth above, Employee agrees to give up all rights and claims she may have against the City, its agents, officers, officials, employees, attorneys, successors and assigns ("Released Parties"). Employee understands and agrees that the rights and claims she is giving up includes all of the rights she now has to any relief of any kind from the Released Parties, whether or not she knows about those rights at this time, arising out of his employment with the City and the end of her employment. These rights include, but are not limited to, any claims for damages or compensation; rights under any city policy or ordinance; any and all claims against the City which have been or could be asserted; claims for violation of the Workers Compensation Act, the Wisconsin Fair Employment Act, the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, and any other federal, state or local civil rights law prohibiting discrimination based on protected class status; breach of contract; fraud or misrepresentation; defamation; wrongful termination of employment; retaliation; breach of public policy; conduct or status as a whistleblower; failure to pay wages or benefits; violation of state or federal constitutional rights; and all other claims, whether legal or equitable.

*As an exception to the Releases above, Employee is able to continue pursuit of her already filed formal EEOC complaint dated March 18, 2023.

8. Future Claims and Suits. To the extent permitted by law, Employee agrees that she will not bring any lawsuits, file any charges, complaints, or notices or make any demands against the City in connection with her employment or the separation of her employment, other than actions to enforce the provisions of this agreement, if necessary.
9. Future Employment. Employee agrees she shall have no right to future employment or reemployment with the City as a City Clerk.
10. Voluntary and Knowing Action. Employee acknowledges that she has read and understands the terms of this agreement and that she has had the opportunity to discuss agreement with representation. Employee acknowledges that any failure by her to consult with a lawyer concerning this agreement was a voluntary decision on her part. Employee acknowledges that, in signing this agreement, she has not relied on any statements or explanations made by the City, its agents or representatives, and that she is voluntarily entering into this agreement to terminate her employment and to resolve all disputes she may have with the City with full knowledge of its significance.

11. Rescission Period. Under the Age Discrimination in Employment Act (ADEA), 29 U.S.C. §§ 621-634, Employee has 21 days to consider signing and employee may revoke a waiver of release of rights under the ADEA within seven (7) calendar days after signing this agreement. To be effective, the revocation must be in writing and delivered to the City, in care of its Human Resources Director, 1316 N. 14th Street, Suite 301, Superior, WI 54880, either by hand or by mail, within the seven-day period. If sent by mail, the revocation must be postmarked within the seven-day period, properly addressed to the City, and sent by certified mail, return receipt requested. If the Employee timely exercises her right to rescind the release of ADEA claims, all provisions of this agreement except for the ADEA release shall remain valid and enforceable, at the option of the City, or the entire agreement shall be null and void, at the option of the City.
12. Applicable Law. This agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin.
13. Entire Agreement. This agreement constitutes the entire agreement between the parties with respect to Employee's relationship with the City and the termination of her employment.

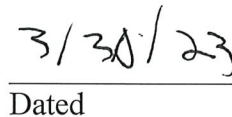
IN WITNESS WHEREOF, the parties have signed this agreement as of the date written.


Camila Ramos


Dated

CITY OF SUPERIOR:


Jim Paine, Mayor


Dated

RECEIVED

MAR 24 2023

CITY ATTORNEY'S OFFICE
CITY OF SUPERIOR

3:50 pm 