

SEPARATION AGREEMENT AND RELEASE

This separation agreement is entered into effective as of the 6th day of September, 2024, by and between Jarid Rankila ("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 Police Department since July 30th, 2021.
- B. City and Employee wish to mutually agree upon the ending of the Employee's employment through his voluntary resignation effective after September 30, 2024.
- 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 his employment.

AGREEMENT

- 1. Employment Status. Employee will cease physically working immediately. He will remain in a paid status with a 40-hour/week work schedule through September 30, 2024, at which time his employment with the City will end. Employee's signature below constitutes his voluntary resignation effective September 30, 2024. Employee's separation from employment with the City shall not be subject to review by the Police and Fire Commission or grievances or arbitration, or breach of contract action, either under this Agreement or any collective bargaining agreement, or City Policy.
- 2. Availability Requirement. Effective with Employee's signature below, he will not be expected to remain available to the department or City by phone or for meetings. Employee will not report to work and will make arrangements with police administration to clean out all personal belongings and return all police department property no later than Friday, September 13, 2024.
- 3. Compensation. Employee will be on paid Administrative Leave through September 30, 2024. All current balances of comp time, floating holiday, fitness flex day, personal day, and vacation hours, and 2025 accumulated vacation hours will be paid out on the last pay day, October 11, 2024, minus prorated uniform allowance owed back to the City. Those calculations are attached on Union #27 – Employment Termination Benefits form.
- 4. Benefits. Employee's current Single health and dental insurance will be covered through October 31, 2024 via payroll deduction on October 11, 2024, with employee paying the monthly employee portion of \$113.22 for Single coverage. Employee will have option to continue on City's health and dental insurance via paying COBRA rates.


5. Documentation of Officer Status and Reference Requests. Employer will document Employee's separation from employment as "resigned prior to completion of internal investigation" in the Acadis Portal consistent with the Policy and Procedures Manual published by the Wisconsin Law Enforcement Standards Board.

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 upon Employee's written consent or in accord with relevant public records laws or other authority.

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. Confidentiality. Employee and City agree that the terms of the Agreement shall not be released except upon request under applicable public records laws. Employee and Employer understand and agree that they shall not disparage, defame, orally or in writing, the reputation of each other to any third party, including the media, social media, the business community, and any other governmental agency, federal, state, local or international unless required to do so by compulsory legal process. Both parties agree not to communicate any information regarding one another or any sort of social media regarding each other.
8. Release. In exchange for the consideration set forth above, Employee agrees to give up all rights and claims he 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 he is giving up includes all of the rights he now has to any relief of any kind from the Released Parties, whether or not he knows about those rights at this time, arising out of his employment with the City and the end of his 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.
9. Future Claims and Suits. To the extent permitted by law, Employee agrees that he will not bring any lawsuits, file any charges, complaints, or notices or make any demands against the City in connection with his employment or the separation of his employment, other than actions to enforce the provisions of this agreement, if necessary.

10. Future Employment. Employee agrees he shall have no right to future employment or reemployment with the City of Superior Police Department.
11. Voluntary and Knowing Action. Employee acknowledges that he has read and understands the terms of this agreement and that he has had the opportunity to discuss agreement with representation. Employee acknowledges that any failure by him to consult with a lawyer concerning this agreement was a voluntary decision on his part. Employee acknowledges that, in signing this agreement, he has not relied on any statements or explanations made by the City, its agents or representatives, and that he is voluntarily entering into this agreement to terminate his employment and to resolve all disputes he may have with the City with full knowledge of its significance.
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 his employment.

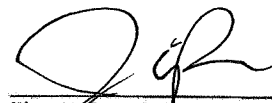
IN WITNESS WHEREOF, the parties have signed this agreement as of the date written.

Signed by:

Jarid Rankila

9/5/2024

Dated

CITY OF SUPERIOR:


Jim Paine, Mayor

9/11/24
Dated

UNION #27 - EMPLOYMENT TERMINATION BENEFITS

Employee: Jayd Rankila
Employee #: 4462
Last Day of Employment: 9/30/2024

Hourly Base Rate of Pay: \$33.90
Hourly Longevity: \$0.00
Total Base Rate + Longevity: \$33.90

WRS Retirement? YES ☐ NO ☒

Current balance of vacation hours at employment termination: 116 Hours TA of TJ
Vacation hours accrued for next calendar year: 74.86% X 80 = 59.89 Hours VA of TJ
% of year worked: Base vacation hours: 175.89 TOTAL Vacation Hours

Vacation hours converted to cash (non-retirement only):
(TA-current yr or VA-next yr) X \$33.90 Total Base Rate + Longevity
 175.89 Total Vacation Hours
\$5,962.60 (A)

Vacation hours converted to cash and deposited in ICMA Vantagecare Plan (WRS retirement only):
(TI-VanCare current yr or TJ-VanCare next yr) X 0.00 Total Vacation Hours
☒ \$33.90 Hourly Base Rate
 \$0.00 (B)

Current balance of comp time (TE) and floating holiday (TF) hours at termination to be paid out:
+12 hrs. flex + 1 hr. PD TC hrs: 25.75 TF hrs: 0
X 38.75 Hours
 \$33.90 Total Base Rate + Longevity
\$1,313.63 (C)

Current balance of sick leave hours at employment termination (1120 hour max):
Sick leave hours converted to cash and deposited in ICMA Vantagecare Plan (WRS retirement only):
 296 Hours TS
X \$33.90 Hourly Base Rate
 \$0.00 (D)
Sick Leave not paid out

Total of comp time, floating holiday and vacation hours converted to cash (A + C): \$7,276.23
Less any deductions owed to City: Proration of uniform allowance - \$121.17
TOTAL CASH PAID ON LAST PAYROLL: \$7,155.06

Last City paycheck will be paid on: 10/11/2024

TOTAL DOLLARS DEPOSITED IN ICMA VANTAGECARE PLAN (B + D): \$0.00

Health/Dental Insurance will be provided via payroll deduction through:
Will employee continue on City's health insurance (retirement or COBRA)? Yes ☐ No ☒ Unknown ☐
Health plan at retirement/termination: Single ☒ Employ +1 ☐ Family ☐
Will employee satisfy entire health/dental premium deduction through last paycheck? Yes ☐ No* ☒
*take October premium from 10/11/24 check.


Prepared by Human Resources Department

9/5/2024
Date

Reviewed & Approved by Finance Department

9/5/2024
Date

Employee Signature

Date

Received employee ID card
Received keys
Notified IS and Jolt
Check banked 5 months