

**RESIGNATION AGREEMENT
AND RELEASE OF CLAIMS**

THIS RESIGNATION AGREEMENT AND RELEASE OF CLAIMS (hereinafter the "Agreement") is entered into by and between the **CITY OF FOND DU LAC** (hereinafter the "City") and **WILLIAM LEDGER** (hereinafter "Ledger").

In consideration of the mutual covenants and consideration hereinafter set forth, the City and Ledger hereby agree as follows:

1. **Non-Admission.** This Agreement is made in full, final and complete compromise and settlement of any disputed claims between the City and Ledger. Neither the negotiation, undertaking, agreement to provide nor actual provision of consideration of any type under this Agreement shall in any way be construed as an acknowledgement or admission by any of the parties of any liability or wrongdoing whatsoever under federal, state or local law. Additionally, this Agreement shall not create any precedent or past practice.
 2. **Voluntary resignation.** Ledger has indicated a desire to end his employment with the City effective September ~~10~~¹⁵, 2021 and hereby tenders his irrevocable, voluntary resignation.
 3. **Status and Return of Property.** Ledger agrees to return all access cards, keys, badges and any other City property in his possession or control prior to his effective Voluntary resignation date.
 4. **Consideration.** In consideration for this agreement, the City agrees to accept Ledger's resignation as a resignation with notice under the City's Employee Handbook. The City further agrees that said resignation is offered in lieu of termination for purpose of unemployment insurance. The City agrees not to contest any application by Ledger for unemployment insurance benefits and shall not appear at any hearing involving a request for unemployment insurance benefits, unless compelled to do so by subpoena or court order.
 5. **Additional Consideration.** As Additional Consideration for this Agreement, the City agrees to pay out all unused vacation benefits for 2021 and a prorated portion, based on the September 15, 2021 resignation date, of vacation benefits for 2022 for a total amount of \$20,831.40. The City also agrees to pay an additional wages thru the month of October's last pay period 2021
- Ledger acknowledges that this Additional Consideration is above and beyond what he would otherwise be entitled to had he not executed this Agreement.
6. **Acceptance and Revocation Procedures.** The City wishes to ensure that Ledger voluntarily agrees to the terms contained in this Agreement and does so only after they are fully understood by him. Accordingly, the following procedures shall apply:

6.1. Ledger shall have seven (7) calendar days from the date that he executes this document in which to withdraw his acceptance. Such revocation shall not be effective unless written notice is received by the City on or before the end of the seventh calendar day following the date Ledger executes this document. Notice of revocation must be directed to Deborah S.R. Hoffmann City Attorney/HR Director, in an envelope marked "Personal and Confidential" at 160 S. Macy Street, P.O. Box 150 Fond du Lac, WI 54936-0150.

6.2. This Agreement will not be binding or enforceable unless Ledger has signed this document and has elected not to exercise his revocation rights, as described in Subparagraph 6.1, above. If he gives timely notice of his intention to revoke his acceptance of the terms set forth in this document, this Agreement shall become null and void.

6.3. Ledger represents and warrants to the City that, in the event he elects to accept the terms of this Agreement, by signing this document, the date appearing opposite his name on the last page of this document shall be the actual date on which he has signed this Agreement.

6.4. The City encourages Ledger to review this document with a representative of his choice prior to signing it.

7. Miscellaneous. Should the parties accept the terms of this Agreement; its terms will be governed by the following:

7.1. This document constitutes the complete understanding between the City, and Ledger concerning all matters addressed herein. If Ledger accepts this Agreement, it shall supersede all prior agreements, understandings and practices concerning such matters including, but not limited to, any contracts, personnel documents, handbooks or policies and any prior customs or practices of the City.

7.2. This document and its interpretation shall be governed and construed in accordance with the laws of Wisconsin. It shall be binding upon the parties hereto and their respective successors and assigns.

8. Release of Claims. Ledger, on behalf of himself, his dependents, heirs, estate, administrators, executors, successors and assigns, hereby irrevocably and unconditionally releases and discharges the City, its respective agents, officers, directors, representatives, employees (whether past or present), successors and assigns, from any and all grievances, claims, demands, rights, damages, costs, losses, suits, actions, causes of action, attorney's fees and expenses of any nature whatsoever, in law or equity, known or unknown, arising from or by reason of any matter, act, omission, cause or anything whatsoever, whether known or unknown, foreseen or unforeseen, arising prior to the signing of this document including, without limitation, any and all claims by or on behalf of Ledger that the City ever committed any statutory violation or other wrong with respect to Ledger relating to or arising out of his employment with the City; any and all claims or other liability or damage of any nature whatsoever which has arisen or might have arisen from alleged acts, omissions, events, circumstances or conditions related to Ledger's employment with the City; his Voluntary

Retirement from the City; and any and all claims arising out of any alleged violations of any contract, express or implied; any covenant of good faith and fair dealing, express or implied; any tort (including, but not limited to claims of willful or negligent infliction of emotional harm, liable, slander and invasion of privacy), any federal, state, or local law, whether statutorily codified or not, governing discrimination in employment, the payment of wages and benefits, or the breach of an express or implied contract of employment, wrongful discharge or other governmental statute, including, but not limited to, Unemployment Compensation, the Wisconsin Fair Employment Act, Wis. Stats. §§ 111.31-111.395; Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000e et seq., as amended by the Civil Rights Act of 1991; the Equal Pay Act; Ch. 109, Wis. Stats., Family and Medical Leave Act/Wisconsin Family and Medical Leave Act and the Americans with Disabilities Act.

Ledger agrees to waive all payments from the City other than those set forth in this Agreement; provided, however, that nothing in this Agreement shall be construed to waive any rights to accrued benefit payouts that Ledger is entitled to and/or rights to Retirement or other benefits available to Ledger under the Wisconsin Retirement System.

Ledger further agrees to waive any right to costs, fees or expenses, including attorney's fees, other than as specified in this agreement, incurred in relation to this Agreement.

9. LS/21/P Affirmations. Ledger affirms that he has not filed or caused to be filed, and is presently not a party to, any claim, complaint or action against the City in any forum. Ledger further affirms that he has no known workplace injury or occupational diseases and has not been provided with and/or has not been denied any leave requested under state or federal family and medical leave provisions.

10. Covenant Not To Sue. Ledger, on behalf of himself, his heirs and assigns, hereby irrevocably and unconditionally promises not to sue or proceed in any manner, in agency or proceedings, whether at law, in equity, by way of administrative hearing or otherwise, to solicit others to institute any such actions or proceedings or consent to be a complainant in any civil or criminal proceeding against the City, its respective agents, officers, directors, representatives and employees (whether past or present) because of or arising out of Ledger's employment or voluntary retirement from the City and any events related thereto occurring on or before the effective date of this Agreement.

This Covenant Not to Sue may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the Covenant Not to Sue. Further, Ledger will indemnify and hold the City harmless against all losses, damages, costs and expenses, including reasonable attorneys' fees, resulting from a breach of the Covenant Not to Sue.

11. Non-Disclosure/Confidentiality. The parties agree that the information contained in this agreement is provided under a pledge of confidentiality by both parties. The parties agree that this pledge is made in order to obtain the information contained within and is necessary to obtain the information. To the extent allowable by law, the parties agree that the terms of this Agreement are to be considered confidential and shall not be disclosed or published directly to

third parties, by the parties to this Agreement, their agents and employees. The parties acknowledge that the City may be forced to disclose this Agreement or portions of it under the provisions of § 19.35, Wis. Stats. In the event that any request is made under § 19.35, Wis. Stats., that may lead to any disclosure of this Agreement or portion thereof, the City agrees to notify Ledger in writing prior to any disclosure being made.

12. Interpretation. The parties acknowledge that this Agreement shall not be construed against either party on the grounds of sole authorship. No provision of this Agreement may be modified, waived or discharged unless its waiver, modification or discharge is agreed upon in writing and signed by Ledger and such officer as may specifically be designated by the City.

13. The parties hereto have read the foregoing and, by signing this Agreement, represent that they understand all of its terms and have had full opportunity to consult with a representative of their choice for advice.

CITY OF FOND DU LAC



Joseph Moore City Manager

9/15/21

Date

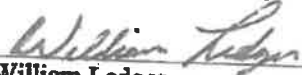
Approved as to form:



Deborah S.R. Hoffmann, City Attorney

9-15-21

Date



William Ledger

9/15/21

Date



Chris MacGillis, Attorney for Ledger

9/21/21

Date