

SEPARATION AGREEMENT, WAIVER AND RELEASE BETWEEN:
CITY OF LACROSSE, THE WISCONSIN PROFESSIONAL
POLICE ASSOCIATION AND MATT GEENEN

THIS AGREEMENT is made and is effective as of the date of execution (the "Effective Date") by and between City of LaCrosse (the "City"), the Wisconsin Professional Police Association (the "Association") and Matt Geenen ("Employee").

WHEREAS, Employee is employed by the City;

WHEREAS, the City and Employee desire, through this Agreement, to settle all claims between the parties related to Employee's employment with the City, the termination of that employment relationship and any other known claims; and

WHEREAS, Employee desires, through this Agreement, to finalize his separation from employment with the City and accept the severance benefits offered by the City under the terms of this Agreement.

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are here by acknowledged, agree as follows:

1. **Separation Date.** Employee and the City agree the Employee's separation is effective January 8, 2015 (the "Separation Date"). This Agreement shall fulfill the requirement for giving two weeks' notice of separation to the Department. Employee further acknowledges and agrees that he is entitled to no further benefit upon execution of this Agreement other than those specifically provided in this Agreement.

Employee shall immediately return all equipment, badges, and other department property to the City. Except as agreed to by the Chief of Police on an as-needed basis, Employee will have no duty to nor any authority to act directly or indirectly on behalf of the City in the capacity of a Police Officer or in any other capacity, and will receive no benefit, coverage, defense, or indemnity relative to any workers compensation or third-party liability claim based on any actions taken after the execution of this Agreement.

2. **Benefits.** Employee understands and agrees that, in consideration of his promises and obligations under this Agreement, the City shall provide the following on a non-precedential basis:
 - a) Employer-paid health insurance in the same manner as provided to active duty employees through January 31, 2015. For purposes of state and federal insurance continuation laws, the Separation Date shall be considered the "Qualifying Event."
 - b) Payout of all accrued but unused leave as it existed on the Effective Date of this Agreement, including vacation time, comp time, and holiday pay,

and sick leave, as part of the next regular payroll following execution of this Agreement.

3. **Wisconsin Retirement System.** The Wisconsin Retirement System governs any and all rights Employee may have to State retirement benefits.
4. **Waiver and Release.** In consideration of the City's obligations and promises under this Agreement, Employee does hereby fully and forever discharge and release the City, and all of its departments and agencies, and all of the foregoing's past and present employees, officials, agents, representatives, insurers, and attorneys from any and all actions, causes of action, claims, demands, damages, including but not limited to, punitive damages, costs, expenses, attorneys fees, and compensation on account of, or in any way growing out of any and all known and unknown damage resulting to or to result from any action by the City. This release does not include worker's compensation or duty disability claims.

By way of example only and without in any way limiting the generality of the foregoing language, Employee's release shall include all claims for relief or causes of action under the CBA, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. sec. 2000e, et seq., the Americans with Disabilities Act of 1991, 42 U.S.C. § 12101 et seq.; the Rehabilitation Act of 1973, as amended, 29 U.S.C. secs. 791, 793 and 794; the Civil Rights Enforcement Statutes, 42 U.S.C. secs 1981 through 1988; Employee Retirement Income Security Act of 1974, 29 U.S.C. sec. 1001, et seq.; the National Labor Relations Act; 29 U.S.C. sec 151, et seq.; the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.; the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; the Wisconsin Fair Employment Laws, § 111.33 et seq., Wis. Stats.; the Wisconsin Family and Medical Leave Act, § 103.10, Wis. Stats.; the Municipal Employee Relations Act, § 111.70 et seq., Wis. Stats.; and any other federal, state or local statute, ordinance, or regulation dealing in any respect with discrimination or termination of employment, and, in addition, from all claims, demands, or actions brought on the basis of alleged wrongful or retaliatory discharge, breach of an oral or written contract, misrepresentation, defamation, interference with contract or intentional or negligent infliction of emotional distress, damage to business or professional reputation, conspiracy, negligence, invasion of privacy, or any other intentional tort or negligence claim or contract claim of any sort under the common law of any state or other jurisdiction.


5. **Effect of the Release.** Employee intends, in executing this Agreement, that it shall be effective as a bar to each and every claim, demand and cause of action described in Section 4. The release set forth in Section 4 is intended for the sole purpose of resolving the issues between the parties concerning Employee's employment, separation of employment and any other known claims. It is not intended for any other purpose and shall not be used by the parties or any third party for another reason. This entire Agreement is entered into on a non-precedential basis for all future matters.
6. **Employment References.** The City agrees it will provide a letter of reference in response to future employment reference requests, which will only provide dates of

- employment, positions held, any special duties or assignments performed, and final rate of pay.
7. **Personnel File.** Employee's personnel file shall contain only those documents contained therein on the date of execution of this Agreement.
 8. **Unemployment Compensation.** The parties agree and stipulate that Employee's separation is not a "voluntary termination of work" as that term is defined in § 108.04(7) Wis. Stats. The City agrees Employee's right to receive unemployment compensation benefits shall not be adversely affected by this Agreement, but the City reserves the right to contest such benefits, or appear at any hearing held for the purpose of determining Employee's eligibility for such benefits.
 9. **No Reemployment.** Employee acknowledges and agrees that the City will not reemploy him as a law enforcement officer. If Employee does seek such employment, Employee understands and agrees that the City will be under no obligation to process Employee's application.
 10. **Nonprecedent Setting and Waiver of Association Claims.** The parties agree this Agreement is the product and result of unique facts and circumstances. This Agreement shall not serve as a precedent for any party with regard to any other circumstances or claims. The Association agrees that it waives any right to file any grievance, prohibited practice claim or any other claim related to Employee's employment or the separation thereof.
 11. **Association Acknowledgement.** The Association signs this agreement only as to the extent this agreement discusses rights covered under the Collective Bargaining Agreement between the City and the Association, and any related state or federal laws enforcing the same. The Association's signature does not indicate any opinion by its representatives, agents, or employees regarding the rights Association member may have under any state, federal or local law prohibiting discrimination on the basis of age, ancestry, sex, race, religion, disability, creed, national origin, marital status, sexual orientation, handicap, or other protected class, or which prohibit retaliation in any way related to the filing of such a claim. Neither the Association, nor its representatives, agents, nor employees make any representation by their signature of Employee's rights under any such claim.
 12. **Duty of Fair Representation.** Employee acknowledges that the Association has met its Duty of Fair Representation to him and has represented his interests fairly, impartially and without discrimination.
 13. **Acceptance.** Employee acknowledges that he has had sufficient time to read this Agreement and consider his acceptance of it and voluntarily enters into this Agreement with full knowledge of its meaning and with the specific intention of resolving all outstanding matters pertaining to his employment with the City. In entering into this Agreement Employee is relying on his own judgment and knowledge and not on representations or statements made by the City, its employees or agents.

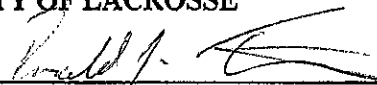
14. **No Admission of Liability.** The parties' participation in this Agreement is not to be construed as an admission of any wrongdoing or liability whatsoever by or on behalf of Employee, the Association, the City, its departments and agencies, or any of the foregoing's past and present employees, officials, agents, representatives, insurers, or attorneys.
15. **Choice of Law and Entire Agreement.** This Agreement shall be construed and enforced in accord with the laws of the State of Wisconsin. It constitutes the entire agreement between the parties as to issues provided for in this Agreement. Headings are for the convenience of the parties only and shall not affect the interpretation or application of this Agreement.
16. **Severability.** If for any reason a court of competent jurisdiction finds any provision of this Agreement to be illegal or unenforceable, the offending provision will be deemed amended or deleted to the extent necessary to conform to the applicable law. If the waiver and release under Section 4 of this Agreement is found to be illegal or unenforceable by any court of competent jurisdiction, then this Agreement shall become null and void, the City shall have no further obligation to Employee under this Agreement.
17. **Counterparts.** This Agreement may be executed in counterparts and shall be as effective as if executed on one document. Facsimile and scanned signatures shall be as effective and valid as original signatures.

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.

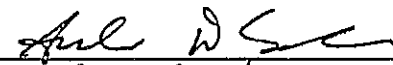
1-7-15
Date


Matt Geenen

01-08-2015
Date

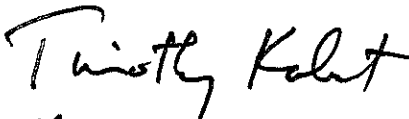
CITY OF LACROSSE
By: 
Ronald J. Tischer
Chief of Police


Jan. 7, 2015
Date

WISCONSIN PROFESSIONAL POLICE ASSOCIATION
By: 
Andrew D. Schauer
WPPA Staff Attorney

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01/08/2015


MAYOR


City Clerk