

**SEPARATION AGREEMENT
BETWEEN SPPPA, MATT MCELROY,
AND THE CITY OF SUN PRAIRIE**

Officer Matt McElroy ("McElroy" or "Employee"), the City of Sun Prairie and its Police Department, (collectively the "City") and the Sun Prairie Professional Police Association ("SPPPA"), wish to enter into this Separation Agreement ("Agreement"). It is agreed by and between the undersigned as follows:

1. Voluntary Resignation. Per this Agreement, McElroy is providing notice of his voluntary and irrevocable resignation from the Sun Prairie Police Department effective March 18, 2017 (the "Separation Date"). McElroy shall remain on paid administrative leave and shall remain on payroll receiving his normal rate of pay through the Separation Date. McElroy understands and agrees that his signature on this Agreement constitutes his unconditional agreement to resign his position as a Sun Prairie Police Officer without recourse to a grievance and arbitration procedure, a Police and Fire Commission procedure or any other judicial or quasi-judicial process. Upon signing this Agreement McElroy shall have none of the statutory powers or duties of a police officer. It is further understood and agreed that McElroy is prohibited from performing or assuming the duties of a police officer for the City of Sun Prairie Police Department, or from being on Police Department premises unless his presence is expressly authorized by the City of Sun Prairie Police Chief or his designee.
2. Return of Property. Within ten (10) days after the full execution of this Agreement, McElroy, through his Business Agent Jerry Tomczak, shall contact Assistant Chief Scott Faust to make arrangements to return to the Sun Prairie Police Department all equipment, keys, badges, I.D. cards, gas system cards and like material issued to him by the Department and not previously surrendered.
3. Benefits. As of March 18, 2017 McElroy will have accrued and unused hours of 82.25 vacation, 10.755 hours of compensatory time, and 24 hours of holiday pay. Payment of these banked hours will occur on the McElroy's final paycheck in accordance with the City's normal payroll procedure and be subject to all assignments, allotments, garnishments, withholding amounts and payroll taxes whether prescribed by law or previously designated by McElroy. The City also agrees to continue health insurance coverage for McElroy through March 31, 2017, and after such date McElroy has an option to continue to carry the City's Health and Dental Plans in accordance with and to the extent allowed by the Consolidation Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended.

4. Unemployment Compensation. For Unemployment Insurance purposes only, the parties agree that McElroy's resignation is in lieu of filing charges recommending his discharge but not for misconduct or substantial fault as it relates to a claim for Unemployment Insurance benefits. The City agrees that it will not challenge or appeal any determination of benefits for any Unemployment Insurance claim made by McElroy after the Separation Date. The City agrees that it will not appear at any hearing over such claim unless subpoenaed to do so. All written and oral responses to inquiries from the Wisconsin Department of Workforce Development pertaining to an application by McElroy for Unemployment Insurance benefits made after the Severance Period will be consistent with this paragraph.
5. Personnel File; Letter of Reference. The City's Police Chief, Patrick Anhalt, shall prepare a letter of reference for McElroy in the form attached hereto as Exhibit A, which shall be given to those who request an employment reference for McElroy after March 18, 2017. Any verbal employment reference from the City shall be consistent with this letter. McElroy's personnel file shall contain those documents contained therein on the date this Agreement is fully executed by the parties. Nothing in this paragraph, however, shall constrain the City's obligation to comply with the State of Wisconsin Open Records law or any other statutory provision or other legal obligation governing access to the City's records. Nor shall anything in this paragraph preclude the City from providing information beyond that identified above upon receipt of a waiver signed by McElroy. For employment references requested on or before March 18, 2017, the City shall confirm only that McElroy is still employed by the department, and provide his dates of employment and current rate of pay.
6. Cooperation and Non-disparagement. McElroy shall cooperate with the City and the Police Department in achieving a smooth transition of his duties on termination. The policy dated June 14, 2016 regarding former officer court pay shall apply in the event that after the separation agreement McElroy receives a subpoena relating to his work for the City. McElroy shall refrain from complaining publicly about either his employment or the circumstances of his resignation.
7. Release. McElroy, for and in consideration of the terms of this Agreement, hereby releases, acquits and forever discharges the City of and from any and all claims, complaints, demands, actions, rights of actions, costs, damages, wages, expenses, compensation, or any other relief arising out of his employment or his separation of employment with the City (save the terms under this Agreement) whatsoever whether known or unknown or suspected to exist, but excluding claims which he cannot waive by law, including but not limited to claims for worker's compensation benefits or unemployment compensation benefits. By way of illustration and not limitation, McElroy agrees to waive any and all rights or claims he has, or may have, arising out of the Wisconsin Fair Employment Act, Title VII of the Civil Rights Act of 1964 (Title VII) including rights arising under the Civil Rights Act Amendments of 1991, the Americans with Disabilities Act of 1990, as amended, and any federal, state or local fair employment law. McElroy acknowledges, understands, and agrees that he is knowingly and voluntarily waiving all of his rights or claims under Title VII and its state and local law counterparts. McElroy further understands and agrees that this Agreement is in full and

final settlement of all claims, complaints, demands, actions, rights of actions, costs, damages, wages, expense, compensation, and any other relief he may have against the City (save the terms under this Agreement), and McElroy agrees not to file suit or cause any other litigation, suit, proceeding, complaint, claim, or charge of any kind to be filed by him or on his behalf against the City (save any claim necessary to enforce this Agreement). McElroy agrees to indemnify and hold the City harmless from any and all damages, costs, or any other expense, if any litigation, suit, proceeding, complaint, claim or charge of any kind is initiated by Employee or on his behalf against the City contrary to the terms of this paragraph. For purposes of this paragraph, the City shall mean the City of Sun Prairie, its subsidiaries and related operations, its officers, elected officials, employees and agents.

8. Future Employment With City. McElroy waives any and all rights to future employment with the City and agrees not to apply for, solicit, seek or other attempt to obtain employment with the City. McElroy further agrees that should any employment application be made by him in contravention of the provisions of this paragraph, City will have no obligation to process any employment application or to hire McElroy, and the failure process any application or to hire McElroy shall not constitute a violations of any local, state or federal law, order or regulation prohibiting employment discrimination, nor shall it constitute retaliation against McElroy.
9. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Employee, his spouse (if any) and upon each of his heirs, administrators, representatives, executors, successors and assigns. This Agreement shall be binding upon and shall inure to the benefit of the City and to the administrators, representatives, successors and assigns.
10. Non-Precedential. This Agreement shall not serve as any precedent except with regard to McElroy. The City expressly reserves the right to deal with any other employee in a manner appropriate to the facts and circumstances of their respective case. Neither the execution of this Agreement nor any action taken by the City shall constitute an admission of any liability by the City.
11. SPPA Execution. The SPPPA signs this Agreement only as to the extent this Agreement discusses rights covered under the collective bargaining agreement ("CBA") between the SPPPA and the City, and any related state or federal laws enforcing the same.
12. McElroy's Acknowledgement. McElroy acknowledges that he has voluntarily consented and agreed to have SPPPA represent his interests and discuss the subject of this Agreement with City representatives and Police Chief Anhalt and further consented to have SPPPA representatives negotiating this Agreement on his behalf. McElroy also acknowledges that SPPPA has met its duty of Fair Representation to him in that SPPPA has represented his interests under the CBA fairly, impartially and without discrimination.
13. McElroy's Warranty. McElroy further agrees, represents and warrants that he has read this Separation Agreement and Release, that he has had the opportunity to have it fully

explained to him by a non-Association attorney or other representative of his choice, that he fully understands its final and binding effect, and that the only promises made to him to sign this agreement are those stated in this agreement, and that he is signing this agreement freely and voluntarily.

14. Final Agreement. The parties understand and agree that this Agreement is final and binding and constitutes the complete and exclusive statement of the terms and conditions of separation, that no representations or commitments were made by the parties to induce this Agreement other than as expressly set forth in this Agreement. The parties agree that this Agreement shall not be deemed or construed to have been modified, amended, rescinded, cancelled or waived in whole or in part, unless the parties agree in writing.
15. Warranty of Authority. McElroy further declares, represents and warrants that he has not assigned, transferred, sold, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Agreement, and that he has the right and authority to execute this Agreement. McElroy further agrees to defend, indemnify and hold the City harmless of and from any claim, which may be brought on account of any breach of this warranty.
16. Form of Execution. This Agreement may be executed in counterparts. A facsimile (fax) signature or a signature electronically transmitted between the parties' counsel shall be considered a binding signature and shall have the same force and effect as an original signature.
17. Neutral Construction. The parties agree and warrant that this Agreement has been, and shall be, construed to have been drafted by all the parties to it so that the rule of construing ambiguities against the drafter shall have no force and effect.
18. No Waiver. Failure to insist upon strict compliance with any of the terms or conditions hereof shall not be deemed a waiver of such term or condition, and any waiver or relinquishment of any right or remedy hereunder at any time shall not be deemed a waiver or relinquishment of such right or remedy at any other time.
19. Severability. The provisions of this Agreement are severable, and if any term or part of the Agreement is found to be unenforceable the other terms and paragraph(s) shall remain fully valid and enforceable. This Agreement shall survive the termination of any arrangements contained in it.
20. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Wisconsin.
21. Captions. The section headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any provision hereof.

22. City Administrator. This agreement shall be effective upon execution of all parties, including the City Administrator for the City of Sun Prairie.

Date: 01-21-17


Patrick Anhalt, Chief
City of Sun Prairie Police Department

Date: 1/12/17


Aaron Oppenheimer,
City Administrator, City of Sun Prairie

Date: 01-11-17


Matt McElroy

Date: 01-11-17


Police Officer Jill Koll
SPPPA President

EXHIBIT A

[ON DEPARTMENT LETTERHEAD]

[DATE]

[Requesting Employer]
[Address]

Dear _____:

This letter is in response to your request for a reference regarding the employment of Officer Matthew McElroy with the City of Sun Prairie Police Department.

Officer McElroy was employed by the City of Sun Prairie Police Department as a Police Officer on July 9, 2012. In that capacity, he was an active member of patrol and acted as a member of the department's Sun Prairie Mental Health Team, Sun Prairie Gang Team, Sun Prairie Police K-9 Team, Sun Prairie Drug Strategy Team, and Sun Prairie Field Training Program. In addition to these groups, Officer McElroy was also an active member and participant community outreach programs such as Amigos en Azul and the Shop with a Cop program.

Officer McElroy resigned from the Department on February 1, 2017. At that time, his rate of pay was \$32.83/hour. The City wishes him well in his future endeavors.

Sincerely,

Chief Patrick Anhalt
City of Sun Prairie Police Department