

**SETTLEMENT AGREEMENT AND
RELEASE OF CLAIMS**

This Settlement Agreement and Release of Claims is made by and between Bonnie Metcalf, 205 Oak Tree Court, Mount Horeb, Wisconsin (hereafter referred to as the "Employee"), and Iowa County, a political subdivision of the State of Wisconsin, and any committees, divisions, or departments thereof (hereafter collectively referred to as the "Employer").

RECITALS

WHEREAS, Employee was suspended by Employer on January 12, 1996, and

WHEREAS, Employee has appealed the aforesaid suspension, and

WHEREAS, Employee and Employer are desirous of settling all disputes between them, including the aforesaid appeal,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties to this Settlement Agreement stipulate and agree as follows:

1. Withdrawal of Suspension. Employer agrees to overturn and withdraw the aforesaid January 12, 1996 suspension and to remove it and any other alleged disciplinary warning or violation from Employee's personnel file. In addition, Employee shall be made whole by Employer for any lost wages and benefits which occurred during the ten (10) day suspension period. These wages shall be paid within ten (10) days from the approval of the Settlement Agreement by the County Board.

2. Release of Employment Claims. Employee hereby releases and covenants not to sue or to file charges or complaints against Employer or against any of its agents, supervisors, managers, members, or employees with respect to any matter related to her employment with Employer, including the aforesaid suspension. This release is subject to Employer's fulfillment of the representations contained herein. This covenant not to sue or to file charges or complaints includes any claims which Employee has or could bring for any kind of discrimination or wrongful or tortious conduct under any federal, state or local law or for any claim of any kind of wrongful discharge or breach of employment contract or tortious conduct under common law.

3. Resignation and No Reemployment. Employee agrees to resign from employment with Employer, to be effective when the Settlement Agreement is approved by the Iowa County Board of Supervisors. Employee thereby relinquishes all rights of employment with Employer and Employee further agrees not to seek reemployment or future employment with Employer.

4. Employment References. The Employer agrees that the only information that it will provide to prospective employers or any others who legitimately call for employment information about Employee will be verification of dates of employment, wage rates, and positions held. Employer will inform the prospective caller that its normal policy is not to provide additional information or recommendations about its former employees.

5. Monetary Consideration. In consideration of Employee's actions herein, Employer agrees to pay Employee severance pay in the amount of her regular wages and retirement benefits for a period of six (6) months following the date of her resignation. These wages shall be paid on the regular dates that employees receive their paychecks. In addition, Employer shall pay for Employee's health insurance, covering herself and her family, for three (3) months following her resignation (*i.e.* for April, May and June of 1996) and Employer agrees that Employees' COBRA rights shall commence thereafter (*i.e.* starting in July, 1996). Employer further agrees that Employee is on a paid leave of absence pending approval of this Settlement Agreement and that such paid leave is independent of, and is in addition to, the six (6) months of severance pay she is to receive following her resignation. Finally, Employer agrees that Employee is entitled to receive her twenty-three (23) days of vacation pay which have previously accrued and that such vacation pay shall be paid in a lump sum upon approval of the Settlement Agreement. Such vacation pay shall be paid in a lump sum within ten (10) days from the approval of the Settlement Agreement.

6. Effect of Signature. It is understood and agreed that neither the signing of this Agreement nor any actions taken in fulfillment of the representations contained herein shall constitute an admission of liability by Employer of any violation of Wisconsin's Fair Employment Law, or of Title VII of the Civil Rights Act of 1964, as amended, or any other local, state or federal law relating to discrimination or to equal opportunity employment or relating to alleged wrongful or tortious conduct by Employer. It is also understood and agreed that the signing of this Agreement and the taking of any actions in fulfillment thereof by Employee shall not constitute an admission of liability or misconduct by Employee in relation to any rule, policy, or state or federal law.

7. Cancellation of Appeal Hearing. Both parties agree that the appeal hearing scheduled before the Iowa County Personnel Committee on Employee's appeal of the aforesaid suspension shall be canceled.

8. Voluntary Agreement. Employee represents and agrees that she has thoroughly reviewed all aspects of this Settlement Agreement with her legal counsel and has carefully read and fully understands all of the provisions of this Settlement Agreement and General Release, and Employee agrees that she is voluntarily entering into this Settlement Agreement.

9. ADEA Waiver. Employee represents and warrants to Employer, which representations and warranties shall survive the signing of this Agreement, that she was provided with a copy of this Agreement and given at least twenty-one (21) calendar days to sign it; that she has carefully read this document prior to signing it; that she understands all of its provisions and their effect, including the fact that by signing this Agreement, she waives and releases any and all rights and claims arising under the Age Discrimination In Employment Act of 1967, as amended ("ADEA"), and all other claims against Employer up to and including the date she signs this Agreement and that Employer hereby advises her to consult with an attorney prior to signing this Agreement. Employee acknowledges that the payment of these monies herein are in excess of anything to which she would otherwise be entitled to as part of her employment. Employee agrees that she has been given a seven (7) day right of revocation of this Settlement Agreement, as provided in the ADEA, and that she expressly waives and releases this right of revocation in exchange for the payments described herein.

10. Mutual Release of Claims. As a material inducement to each other to enter into this Settlement Agreement, Employee and Employer hereby irrevocably and unconditionally release, acquit, and forever discharge each other (including Employer's assigns, agents, directors, officers, employees, representatives, or attorneys), and all persons acting by, through, under, or in concert with either of them, from any and all charges, complaints, claims, liabilities, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, known or unknown, which Employee or Employer now have, own, or hold, or which they claim to have, own, or hold, or which they at any time heretofore had, owned, or held, against each other or against the agents or representatives of Employer and Employee. However, neither Employee nor Employer waive any rights in the event of breach of this Settlement Agreement.

11. No Assignment of Claims. Employee represents that she has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity, any claim against Employer or any portion thereof or interest therein.

12. Binding Effect. This Settlement Agreement and Mutual Release shall be binding upon all parties and their heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of all parties and each of them, and to their heirs, administrators, representatives, executors, successors, and assigns.

13. Severability. Should any provision of this Settlement Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

14. Applicable Law. This Agreement and all questions arising in connection with it, will be determined in accordance with the laws of Wisconsin, except that, with respect to age claims, the Age Discrimination In Employment Act is applicable.

15. Complete Agreement. This Agreement constitutes the complete understanding between the parties concerning all matters referred to in this Agreement, and supersedes all prior agreements concerning these matters. The parties agree that no representations or promises not contained in this Agreement have been made to induce them to sign this Agreement.

On Behalf Of Bonnie Metcalf:

On Behalf of Iowa County, Pursuant to the Resolution of the Iowa County Board of Supervisors:

Bonnie Metcalf

Richard Sullivan

Title: Chair - County Board

Date: March 12, 1996

Date: 3/18/96