

## RESIGNATION AGREEMENT AND RELEASE

**THIS RESIGNATION AGREEMENT AND RELEASE** (the "Agreement") is made by and between the **MUKWONAGO AREA SCHOOL DISTRICT** (the "District"), and **STEVE TELKAMP** (the "Employee").

**WHEREAS**, Employee is currently employed by the District as a math teacher; and

**WHEREAS**, Employee wishes to resign from Employee's employment with the District, and the District wishes to accept Employee's resignation.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Employee and the District agree as follows:

1. **Resignation.** By signing this Agreement, Employee hereby voluntarily and irrevocably submits Employee's resignation from employment with the District, to be effective May 3, 2024. By signing this Agreement, the District hereby accepts Employee's resignation.
2. **Personnel File.** The District agrees to remove from Employee's personnel file all documents referencing any disciplinary action issued to Employee by the District.
3. **Property.** At a date and time mutually agreeable to the parties, Employee will return all property of the District over which Employee has any control or which is in Employee's possession, and Employee shall be permitted to retrieve Employee's personal property in the possession of the District. Employee further agrees to provide all codes, passwords, usernames, or other identification or information necessary to access any of the District's computer files, e-mail accounts, voicemail systems, and other systems and accounts belonging to the District.
4. **Confidentiality.** The parties agree that they will keep the terms of this Agreement completely confidential except as provided under this paragraph or as otherwise required by law. The District will only disclose this Agreement to such persons who are necessary to carry out the terms of the Agreement, except as required by law, including Wisconsin's public records law, Wis. Stat. §§ 19.21-19.39. In the event the District is contacted by any prospective employer of Employee, District shall provide only Employee's dates of employment, positions held, and last rate of pay, unless otherwise authorized by Employee in writing.
5. **Waiver and Release.** Employee, for and in consideration of the terms of this Agreement, does hereby for Employee, and for Employee's heirs, personal representatives and assigns, fully and forever release and discharge the District, and all of the District's past and present employees, officers, elected officials, agents, representatives, insurers, and attorneys, from any and all claims, demands, damages, actions, rights of action, both known and unknown, costs, loss of wages, expenses, compensation, attorney fees and any other relief, on account of, or in any way growing out of any events relating to Employee's employment with the District and/or Employee's separation therefrom.

This release includes (but is not limited to) any rights or claims that Employee may have under

Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, and its state counterpart, the Wisconsin Fair Employment Act; the Americans with Disabilities Act; the Genetic Information Nondiscrimination Act; the Equal Pay Act; the Federal Family and Medical Leave Act, and its state counterpart, the Wisconsin Family and Medical Leave Act; Section 118.22 of the Wisconsin Statutes; any grievance procedure contained in any employee handbook or District policy; and any other federal, state or local laws or regulations. This includes a waiver and release of claims under the U.S. Constitution and Wisconsin Constitution.

This also includes a waiver and release of any claims for wrongful discharge, breach of 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. This release includes both claims that Employee knows about and those which Employee may not know about. This release does not waive or release any right or claim that Employee may have which arises after the date Employee signs this Agreement.

6. **Non-Interference Clause.** Notwithstanding the above, nothing in this Agreement shall interfere with Employee's right to file a charge and/or cooperate or participate in an investigation or proceeding conducted by the United States Equal Employment Opportunity Commission, the Wisconsin Equal Rights Division, or any other federal or state regulatory or law enforcement agency. However, the consideration provided to Employee in this Agreement shall be the sole relief provided to Employee for the claims that are released by Employee herein, and Employee will not be entitled to recover and agrees to waive any monetary benefits or recovery against the District in connection with any such claim, charge or proceeding without regard to who has brought such complaint or charge.

7. **Full and Final Compromise.** The parties agree that this Agreement resolves all matters between them regarding the employment, and separation from employment, of Employee. Employee agrees that Employee is signing this Agreement knowingly, voluntarily and that Employee understands all of the terms and the significance of this Agreement. Employee represents and agrees that Employee has not been coerced, threatened or intimidated into signing this Agreement, that no representations or promises were made to Employee to induce Employee into signing this Agreement, other than as expressly set forth herein, and that Employee has had reasonable and sufficient time to consider this Agreement.

8. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law and, if the rights or obligations of any party under this Agreement will not be materially and adversely affected then: (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement, and (d) in lieu of the illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

9. **No Waiver.** The parties agree that this Agreement shall not be deemed or construed

to have been modified, amended, rescinded, canceled or waived in whole or in part, unless the parties agree in writing.

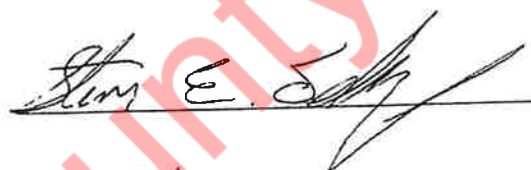
10. **Choice of Law and Entire Agreement.** The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement represents the full and final agreement between the parties, superseding any oral, written or other agreement between the parties concerning Employee's employment with the District or Employee's separation therefrom.

**IN WITNESS WHEREOF**, the undersigned further state that they have carefully read the foregoing Resignation Agreement and Release, know and understand its contents and sign the same under their own free will, being duly authorized to do so.

**MUKWONAGO AREA  
SCHOOL DISTRICT**

**STEVE TELKAMP**

By: 



Print Name: Joe K...

Date: 5/3/24

Date: 5-3-24