

SEPARATION AGREEMENT AND RELEASE

This Agreement is by and between the Village of Kewaskum ("Village") and Adam Gitter ("Employee"). Village and Employee, in consideration of the mutual promises contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Separation.** By this Agreement, Employee's employment with the Village ended effective July 20, 2026, (the "Separation Date"). The parties agree that Employee's last day of employment with Village was on the Separation Date. Except as set forth below in Paragraph 2, Village shall have no further obligations of any kind to Employee following the Separation Date. Employee agrees that he will not apply for employment with Village at any time in the future and Employee waives any right Employee may have to be employed by Village at any time in the future.

2. **Severance Benefits.** In return for Employee executing this Agreement and waiving legal rights as set forth below, Village agrees to provide the following to Employee:

(a) **Severance Payment.** One hundred twenty-three thousand six hundred dollars and zero cents (\$123,600.00), subject to and less all applicable state and federal taxes and withholdings and paid via the Village's regular payroll process according to its normal payroll schedule beginning with the first regular payroll following the Separation Date and continuing for a total of twelve (12) months.

(b) **Accrued Leave Benefits.** Employee shall be paid his paid time off ("PTO") benefits that have accrued through July 17, 2026, on the next Village payroll date of July 31, 2026, and subject to and less all applicable state and federal taxes and withholdings.

(c) **Health Insurance.** Village shall continue to make its contribution to Employee's group health, vision, and dental insurance benefits to maintain Employee's coverage through the end of July 2026, the month in which his Village employment concludes. Thereafter, Employee may continue to be covered by Village's group health and dental insurance benefits consistent with Employee's COBRA continuation rights under state and federal law, which rights shall cease when Employee becomes eligible for coverage under another group health and dental insurance plan or upon expiration of his COBRA rights, whichever is earlier. Organization will reimburse Employee, upon Employee's timely submission to Village of sufficient documentation, for the employer's portion of the total COBRA premium, if any, for the months of August 2026 through April 2027 (nine months). Thereafter, the entire remaining COBRA premiums, if any, will be the Employee's sole responsibility.

(d) **Neutral Reference.** The Village agrees that for reference inquiries directed to the Village Board President or successor or acting Village Administrator, the Village shall provide a neutral reference regarding Employee's employment, including Employee's position and dates of employment and base pay.

3. **No Other Obligations.** Employee acknowledges and agrees that aside from the benefits set forth in the preceding Paragraph 2, there are no other amounts, obligations, or additional benefits owed him by the Village.

4. **Return of Property.** No later than the Separation Date, Employee will return all Village property in his possession or control. Employee further agrees to provide all codes, passwords, usernames, or other identification or information necessary to access any of Village's computer files, e-mail accounts, voicemail systems, and other systems and accounts belonging to Village. Village agrees to cooperate with Employee in ensuring the return of Employee's personal property in a timely manner.

5. **Transition Cooperation.** Employee agrees to reasonably cooperate with the Village following separation regarding pending grants, TIDs, development projects, ordinances, litigation, budgeting, personnel transition matters, capital projects, and other matters requiring Employee's institutional knowledge. Cooperation may include answering questions, telephone or virtual meetings, and reviewing documents provided by the Village. This provision does not create continued employment or a consulting agreement. If services beyond ordinary transition assistance are requested, the Parties may negotiate a separate consulting agreement.

6. **Confidentiality of Agreement.** The parties agree that they will keep the terms, amounts and facts of this Agreement completely confidential except as provided under this paragraph or as otherwise required by law. Employee agrees that Employee will not disclose any information concerning this Agreement to anyone except immediate family members, tax advisors or accountants, and legal counsel, provided that any such persons agree to keep this information confidential. Village will only disclose the terms, amounts, and facts of this Agreement to persons who are necessary to carry out the terms of the Agreement, except as otherwise required by law, including, but not limited to, Wisconsin's Public Records Law.

7. **Non-Disparagement.** Employee agrees that Employee will not make any statements, or take any actions, regarding the Village, including the Village's officials, employees, agents, or representatives, either now or at any time in the future, concerning Employee's employment with the Village, or separation from employment, which could reasonably be viewed as disparaging or in any way reflecting negatively on the reputation of the Village. The Village agrees to instruct its officials and administrators not to make any statements, or take any actions, concerning Employee's employment with the Village, or separation from employment, which could reasonably be viewed as disparaging or in any way reflecting negatively on the reputation of Employee.

8. **Grievance.** Employee agrees not to file any grievance over the conclusion of his employment with Village.

9. **Waiver and Release by Employee.** In consideration of the benefits and other undertakings set forth in this Agreement, Employee, on behalf of Employee and Employee's heirs, beneficiaries, successors, and assigns, fully and forever releases and discharges Village and all Village employees, officials, agents, and assigns from any and all claims, demands, damages, actions, rights of action (both known and unknown), costs, loss of wages, expenses, compensation,

and any other relief, on account of, or in any way growing out of, any events relating to Employee's employment and/or separation from employment with Village. 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); the Americans with Disabilities Act; the Equal Pay Act; and/or any other federal, state or local laws or regulations prohibiting employment discrimination or retaliation, including, but not limited to, the Wisconsin Fair Employment Act and/or the Family Medical Leave Act. This also includes a release of any claims for wrongful discharge arising from the Employee's separation from employment, and any and all claims arising under tort, contract, and quasi-contract law, including, but not limited to, claims of breach of an express or implied contract, promissory estoppel, defamation, slander, libel, and negligent or intentional infliction of emotional distress. This release includes both claims that Employee knows about and those that Employee may not know about. This release does not apply to any claim Employee cannot lawfully waive. Employee agrees that nothing in this Agreement is to be construed as an admission of liability or wrongdoing of any sort by Village in the negotiation or execution of this Agreement.

10. **Waiver and Release by Village.** The Village hereby releases Employee from all known employment-related claims through the Separation Date, excluding fraud or criminal conduct discovered after execution or obligations under this Agreement.

11. **ADEA Waiver.** Employee, without limiting the foregoing release, specifically agrees and represents that he is waiving and releasing all claims arising under the Age Discrimination in Employment Act of 1967, that in exchange for the waiver and release of those claims he is receiving consideration in addition to anything of value to which he is already entitled, that he is not waiving any claims or rights that may arise after the effective date of this Agreement, and that he has been advised to consult with an attorney of his choice prior to executing this Agreement regarding the content of the Agreement and the legal rights waived hereunder.

12. **Hold Harmless.** Employee agrees that the consideration provided hereunder is in full and final compromise of all claims, known or unknown, that Employee may have against Village as of the effective date of this Agreement. Employee agrees not to file suit, or initiate a proceeding, claim, or charge or cause any other suit, proceeding, claim or charge to be filed by any other person or entity on Employee's behalf, against Village related to any events concerning Employee's employment or separation from employment with Village. If Employee breaches this Agreement by filing a lawsuit based on claims that Employee has released, Employee will pay for all costs incurred by Village in defending against Employee's claim, including any attorneys' fees and costs.

13. **Noninterference.** Nothing in this Agreement shall interfere with Employee's right to file a charge or cooperate or participate in an investigation or proceeding conducted by any 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 Village in connection with, any such claim, charge, or proceeding regardless of who has brought such a complaint or charge.

14. **Non-Admission.** By entering into this Agreement, neither party admits to acting illegally or wrongfully.

15. **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 so agree in writing.

16. **Severability.** The parties understand and agree that the provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions or clauses shall not affect the validity or enforceability of the other provisions or clauses hereof.

17. **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 Employee and Village, superseding any oral, written, or other agreement between the parties concerning Employee's employment with Village.

18. **Counterparts.** This Agreement may be executed in counterparts and shall be as effective as if executed on one document. Facsimile signatures shall be as effective and valid as original signatures. This Agreement shall only be valid and binding upon the signatures of all parties.

19. **Miscellaneous.** In entering into this Agreement, each party expressly states that it has read and fully understands the terms of this Agreement, that it has been advised to consult with an attorney regarding this Agreement, and that this Agreement has been fully explained to such party by its respective attorney, agent, or other representative. Each party further states that its willingness to enter into this Agreement was not induced by, or based upon, any representation by any other party hereto, or its agents or employees, that is not contained in this Agreement, and that the party enters into this Agreement voluntarily and of its own free will. Valuable legal rights are waived hereunder.

20. **Consideration Period.** Employee has had twenty-one (21) calendar days from the date Employee received this Agreement to consider its terms and decide whether to sign it. This period is designed to allow Employee time to consult with an attorney, or with anyone else whose advice Employee may require. The execution of this Agreement prior to the expiration of the twenty-one (21) calendar day period does not negate the fact that Employee was offered the full twenty-one (21) calendar day period for consideration of this Agreement.

21. **Revocation Period.** After signing this Agreement, Employee will have seven (7) calendar days to revoke it, and this Agreement shall not become effective or enforceable until the seven-day revocation period has expired. Any revocation should be in writing and sent by electronic mail to Tammy Butz, Village Clerk, at the email address tbutz@kewaskumwi.gov by no later than the end of the seventh (7th) calendar day of the revocation period. Employee understands and agrees that, should Employee exercise this right of revocation, Employee will not be entitled to any consideration under this Agreement.

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A
RELEASE OF KNOWN AND UNKNOWN CLAIMS.**

The undersigned parties state that they have carefully read the foregoing Agreement, know and understand its contents, and sign the Agreement under their own free will, being duly authorized to do so.

ADAM GITTER


Adam Gitter 7/20/2026
Date

VILLAGE OF KEWASKUM

By: 
Michael Martin, Village Board President 7/20/2026
Date