

SETTLEMENT AGREEMENT

This agreement is entered into by and between the City of Milwaukee, in its own right and on behalf of its various departments, commissions, agencies, employees, including the Department of Public Works, and all agents thereof (hereinafter "City"), and Sharon Probst.

WHEREAS, Sharon Probst has filed a charge with the United States Equal Employment Opportunity Commission, entitled *Sharon Probst v. City of Milwaukee*, Charge No. 260-2004-01919, in which she alleges discrimination based upon age, disability and retaliation in violation of the Age Discrimination in Employment Act of 1967, as amended and the Americans With Disabilities Act of 1990, as amended, in connection with the imposition of various disciplinary actions, and the United States Equal Employment Opportunity Commission cross-filed the identical case with the State of Wisconsin Department of Workforce Development, Equal Rights Division as ERD Case No. CR200400739, and

WHEREAS, before the ultimate disposition of the aforesaid charge, Sharon Probst incurred additional discipline for misconduct and was discharged, and

WHEREAS, Sharon Probst alleges that the aforesaid discharge was based upon age, disability, and retaliation in violation of the Age Discrimination in Employment Act of 1967, as amended and the Americans With Disabilities Act of 1990, as amended, and

WHEREAS, the parties wish to effect a final settlement of all complaints, claims, charges, demands and liabilities, of any kind or nature whether filed or unfiled, arising from Sharon Probst's various disciplinary actions, including suspensions and discharge imposed upon her by the City of Milwaukee, including, without limitation, all claims arising out of the facts and circumstances which gave rise to the foregoing administrative proceedings, and

WHEREAS, the parties further wish to avoid the expense, burden and uncertainties of further litigation in this matter,

NOW, THEREFORE,

It is hereby stipulated and agreed as follows:

1. This agreement is in resolution of disputed claims and causes of action, and does not constitute an admission of liability by the City for any claim or cause of action, whether filed or unfiled.
2. This agreement is subject to approval by the Common Council of the City of Milwaukee. It shall be deemed null and void, and have no force or effect, nor shall it be admissible for any purpose, in the event it is not so approved.
3. The City will pay and Sharon Probst will accept the total gross sum of \$33,869.34, which is equal to her salary for one year and two weeks. The City will report such payment in a W-2, for said amount. This gross amount will be paid in one lump sum after deduction of standard payroll withholdings. The City will issue a check to Sharon Probst for the net amount after withholdings.
4. The City will pay to Sharon Probst through payroll any accrued, unused vacation time as of her discharge date.
5. The City will pay employer's share of premiums for health and dental insurance on the same terms as applicable when Sharon Probst was an employee for a period of one year beginning in the month subsequent to the signing of a settlement agreement in this matter. Sharon Probst will receive COBRA information and the twelve (12) month period will be part of the COBRA period.


6. The City will provide the opportunity to Sharon Probst to apply for disability retirement benefits. The City does not make any representations as to her eligibility therefor, and will provide a specific window of opportunity should Sharon Probst choose to pursue such benefits.
7. The City will give neutral references to any potential employer referred by Sharon Probst and the City's records will reflect that Sharon Probst resigned in lieu of discharge. The City will not contest Sharon Probst's application for Unemployment Compensation.
8. Sharon Probst agrees to keep the terms of this agreement confidential except as to her immediate family, lawyers, tax advisors or as otherwise compelled by law.
9. For and in consideration of the above stipulations and agreements and the City's payment of the sum specified herein, Sharon Probst hereby releases, waives and holds the City harmless for any and all claims whatsoever, including salary, pay, wages, or payroll related benefits, damages, attorney fees, costs, or other compensation attributed to her suspensions and discharge. Sharon Probst agrees that she will not in the future seek, or accept, employment, or reemployment, with the City of Milwaukee or the Milwaukee Public Schools, and hereby agrees not to do so.
10. Based upon the settlement, Sharon Probst agrees to execute a written agreement to dismiss EEOC Charge No. 260A401919 and ERD Case No. CR200400739 with prejudice and without costs or attorney fees.
11. Sharon Probst agrees to execute the attached release, which is incorporated as Exhibit 1, meeting the approval of the City Attorney as to form and execution.

12. Before signing this agreement, Sharon Probst states that she has read the agreement, has had a full and complete opportunity to consider its terms, and that she understands the agreement, and knows that she is giving up all of her claims or potential claims, relating to her employment discrimination claims against the City up through the date of this settlement and release. She is aware of her right to consult with an attorney and, in fact, has consulted with an attorney before signing this agreement. Sharon Probst has signed this agreement knowingly and voluntarily.


Dated at Milwaukee, Wisconsin, this 29 day of July, 2004.


SHARON PROBST

Subscribed and sworn to before me
this 29th day of July, 2004.


Notary Public, State of Wisconsin
My Commission expires 11-18-07

GRANT F. LANGLEY, City Attorney


LEONARD A. TOKUS
Assistant City Attorney
State Bar No. 1007764
Attorneys for the City of Milwaukee

82118/ 1047-2004-274

