**MUTUAL AGREEMENT OF SEPARATION, WAIVER AND RELEASE**

 This Mutual Agreement of Separation, Waiver and Release (hereinafter, “Agreement”) is entered into as of the 19th day of October 2018 by and between Tenant Resource Center (the “Employer”) and Brenda Konkel (“Employee”).

 **WHEREAS,** Employee has been employed as the Employer’s Executive Director in an at-will capacity; and

 **WHEREAS,** Employee’s employment will terminate and Employee desires for the separation from employment to be treated as a resignation; and

 **WHEREAS,** the Employer wishes to provide Employee with an opportunity to remain employed for a period of time; and

 **WHEREAS,** Employee and the Employer desire to settle fully and finally all matters between them, including, but in no way limited to, any and all disputes that may have arisen out of Employee’s employment with the Employer, or Employee’s separation therefrom, as provided herein;

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

1. Employment Separation and Transition Period. The parties acknowledge and agree that Employee’s employment with the Employer is being terminated, and Employee’s last possible day of work in her Executive Director position is December 31, 2018 (the “Separation Date”), after which Employee shall have no entitlement or responsibility to perform the functions of Employee’s position. Between the date first set forth above, and the Separation Date (this period of time shall be referred to as the “Transition Period”), Employee shall perform all customary duties for the Employer in a professional manner, including assisting with various transitional matters and other duties as may be assigned. Notwithstanding the foregoing, Employee shall not have the authority to enter into contracts or binding agreements on behalf of the Employer, or to hire or terminate the employment of any employee of the Employer. During the Transition Period, Employee shall receive Employee’s regular pay and benefits. Employee understands that the Employer may choose to accelerate the Employee’s actual final day of active work for the Employer but that, absent termination for Cause (defined below) the Separation Date will remain unchanged.
2. Final Pay and Benefits. Employee shall receive her final regular paycheck from the Employer in accordance with the Employer’s customary payroll practices. Employee’s final check shall include payment for all accrued but unused vacation time through the Separation Date, subject to applicable withholdings and deductions. Employee further understands and agrees that, except to the extent she elects continuation coverage under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) at her own expense, Employee’s eligibility to participate in all Employer-provided compensation and/or benefit programs in which Employee was participating will cease as of the Separation Date.
3. Consideration.
	1. If Employer receives an original of this Agreement signed by Employee and Employee agrees to sign the resignation form attached as Exhibit A, as of the Separation Date, and to deliver it to the Employer on the Separation Date, and subject to all the other provisions of this Agreement, Employee will receive the following benefits:
		1. Employer will agree to treat Employee’s separation from employment as a voluntary resignation.
		2. Employer will allow Employee to remain employed during the Transition Period (subject to the provisions of Section 3(b) below).
		3. Employer will provide Employee with a letter of reference, in a form reasonably agreed between the parties.
	2. In the event Employee’s employment is terminated by the Employer for Cause during the Transition Period, Employee shall not be entitled to any further payments during the Transition Period and Employee shall not be entitled to the benefits provided for in Sections 3(a)(1)-(3). For purposes of this Agreement, termination for “Cause” means: (i) Employee committing any act that constitutes a felony under applicable federal, state or local law; (ii) Employee materially breaching any term of this Agreement or any applicable Employer policy; (iii) the use or possession of any illegal drug by Employee; or (iv) Employee’s repeated or gross negligence in the performance of duties. The existence of Cause under this Section 3(b) shall be determined by the Employer, in the exercise of its good faith judgment.
4. Release by Employee. In consideration of the payment, benefits and rights provided to Employee under the terms of this Agreement, Employee, for and on behalf of Employee and Employee’s heirs and assigns, hereby forever releases the Employer, any affiliates and divisions, their respective predecessors, successors and assigns, and each of their present and former directors, trustees, members, owners, shareholders, officers, employees, agents and representatives (collectively, the “Employer Releasees”), from any and all manner of claims, complaints or causes of action of any kind and nature whatsoever, which Employee may have or claim to have against the Employer Releasees by reason of Employee’s employment with the Employer, Employee’s separation from employment with the Employer, or otherwise from the beginning of time until the date Employee signs this Agreement (the “Released Claims”). Employer and Employee acknowledge that Employee will be continuing to receive her regular pay and benefits during the Transition Period after she signs this Release and such regular pay and benefits are excluded from this Release.

Such Released Claims include, but are not limited to, claims under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e, et seq., the Age Discrimination in Employment Act of 1967 (ADEA) and the Older Worker Benefit Protection Act (OWBPA), as amended, 29 U.S.C. §§621, et seq., the Americans With Disabilities Act, as amended, 42 U.S.C. §§12101, et seq., the Family and Medical Leave Act, 29 U.S.C. §§2601, et seq., the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§1001, et seq., the Wisconsin Fair Employment Act (WFEA), Wisconsin Wage Claim and Payment Law, Wisconsin Business Closing and Mass Layoff Law, Wisconsin Cessation of Benefits Law, Wisconsin Family and Medical Leave Law (WFMLL), Wisconsin Personnel Records Statute, Wisconsin Employment Peace Act (WEPA), and any other federal, state or municipal statutes or ordinances relating to employment or discrimination in employment, retaliation, claims of wrongful discharge, defamation, personal injury, emotional distress, invasion of privacy, tortious interference, or other tort claims, claims relating to workers’ compensation benefits, claims for unpaid wages prior to the end of the pay period covered on the pay date preceding the date Employee signs this Agreement, vacation pay for vacation taken prior to the end of the pay period covered on the pay date preceding the date Employee signs this Agreement, bonuses or other entitlements or benefits, and claims of breach of contract, in any way arising out of or during Employee’s employment with the Employer, including Employee’s separation from employment, or otherwise. This is a general, global release and shall be construed as broadly as the law permits. Employee covenants not to sue any of the Employer Releasees for any of the Released Claims.

The payments and consideration set forth herein shall be complete and unconditional payment, settlement, accord and/or satisfaction with respect to all obligations and liabilities of the Employer Releasees to Employee, including, without limitation, all claims for back wages, salary, vacation pay, draws, incentive pay, bonuses, severance pay, reimbursement of expenses, any and all other forms of compensation or benefits, attorney’s fees, or other costs or sums.

Nothing in this Agreement is intended to: (1) constitute an unlawful waiver of any of Employee’s rights under any laws; (2) waive Employee’s right to file an administrative charge with the EEOC or any other administrative agency under applicable law, or participate in any agency investigation, although Employee does waive and release her right to recover any monetary or other damages, including but not limited to compensatory damages, punitive damages, and liquidated damages; (3) prevent or interfere with Employee’s right to provide truthful testimony, if under subpoena or court order to do so, or respond as otherwise provided by law; or (4) release any claim to benefits Employee may have as a result of participation in any retirement plan sponsored by the Employer.

1. Time for Consideration. Employee acknowledges that Employer hereby advises Employee to consult an attorney (at Employee’s expense) concerning the meaning and legal implications of this Agreement before signing it. Employee acknowledges that Employee has had sufficient time to seek the advice and assistance of an attorney, that Employee understands fully all of the terms of this Agreement, that it is in writing and is written in manner that is understood by Employee, that Employee has been afforded sufficient time to review this Agreement in order to decide whether to sign, that Employee has signed this Agreement of Employee’s own free will and under no threat or duress by the Employer or any other person.
2. Confidentiality. Employee agrees to keep, and cause Employee’s attorney(s) and agent(s) to keep, the fact and terms of this Agreement completely confidential and shall not disclose to anyone information concerning the fact or terms of this Agreement, any payments or actions by the Employer hereunder or any of the background facts or circumstances leading to this Agreement. Notwithstanding the foregoing, the confidentiality obligation does not apply: (a) with respect to filing a charge or complaint, including a challenge to the validity of this Agreement, with the EEOC or other administrative agency under applicable law, or from participating in any investigation or proceeding conducted by such agency; (b) if the Employer gives its prior written consent to such disclosure, or (c) if disclosure is required by law or pursuant to a valid subpoena.

Employee specifically agrees not to disparage or denigrate in any manner the administration, management, employees or work of the Employer or any of the Employer Releasees, either orally or in writing, to any third party, including but not limited to present or former employees of the Employer, funding sources, donors, volunteers, mediators, or vendors, or to the media.

During the course of Employee’s employment with the Employer, Employee was entrusted with certain non-public, confidential information relating to the Employer, including without limitation that relating to its operations, employees, contractors, vendors, suppliers, grants, funding sources, donors, clients, volunteers, contracts, finances, plans, and other confidential, proprietary and non-public information pertaining to the Employer (the “Confidential Information”). Employee shall hereafter keep and hold in the strictest confidence all Confidential Information that Employee learned of or became aware of during the course of Employee’s employment with the Employer. Confidential Information shall not include information that is known outside the Employer other than through the wrongful actions of Employee.

1. Reasonableness of Covenants. Employee acknowledges and agrees that the post-employment covenants in this Agreement are reasonable and necessary to protect the Employer’s legitimate interests in its Confidential Information.
2. Return of Employer Property: Employee acknowledges that as of the Separation Date, she shall return all of Employer’s property (e.g., keys, files, reports, credit cards, computers, research, equipment) to Employer. Furthermore, Employee attests and certifies that, as of the Separation Date, she will delete all confidential and/or proprietary information of Employer from all personal electronic devices and media.
3. Future Inquiries. In the event the Employer receives inquiries in the future from prospective employers of Employee, Employee agrees that Employer shall provide a copy of the letter specified in Section 3(a)(3) or information consistent with such letter.
4. Non-Admission. The parties agree that this Agreement and payment hereunder are not to be construed as an admission of any liability and that each party has denied any liability to the other.
5. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior oral and written communications, agreements or proposals between the parties concerning any of the subject matters which comprise this Agreement. This Agreement may not be modified, amended or waived without the express prior written consent of Employee and the Employer.
6. Construction and Governing Law. This Agreement shall be governed in all respects as to validity, construction, performance or otherwise by the laws of the State of Wisconsin, and federal law, as applicable. Any action relating to this Agreement may be maintained only in a state or federal court with jurisdiction over Madison, Wisconsin, and the parties agree to exclusive venue in and the jurisdiction of such court. In the event legal action is instituted to enforce this Agreement or any part hereof, the prevailing party shall be entitled to reasonable attorney’s fees and actual costs incurred in connection with such action (except with respect to filing a charge or complaint under the ADEA or OWBPA, including a challenge to the validity of this agreement, with the EEOC, or with respect to participation in any investigation or proceeding conducted by EEOC). A .pdf or facsimile signature on this Agreement shall be valid as an original, and this Agreement may be executed in multiple counterparts, which together shall constitute an original.

[Signature page follows.]

**TENANT RESOURCE CENTER EMPLOYEE**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Brenda Konkel

Title:

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

RESIGNATION

I, Brenda Konkel, hereby voluntarily resign any and all positions with Tenant Resource Center, effective December 31, 2018. I hereby acknowledge and agree that the Mutual Agreement Of Separation, Waiver And Release I signed effective on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018, covers the time between its effective date and the date of my resignation. I further confirm and agree that I am resigning voluntarily and that I have not been coerced or threatened into submitting this resignation.

Signed: Dated: , 2018

 Brenda Konkel