

SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS

This Agreement and Release of All Claims (hereinafter the “Agreement”) is entered into on the dates noted below and between the City of Columbia Heights (hereafter “Employer”) and Sara Ion (hereafter “Employee”). The Employer and Employee will collectively be referred to as the parties.

RECITALS

1. Employee is employed by the Employer as City Clerk.
2. Employee is prospectively resigning from employment with the City and wishes to document the terms of her employment prior to said resignation date.
3. The parties wish to resolve all potential issues and disputes through this Agreement in the interest of avoiding any disputes which may arise out of Employee’s employment with the Employer and her separation from employment with the Employer.

AGREEMENT

1. Employee will resign her employment with the City effective December 14, 2026 unless such resignation becomes effective earlier as noted in Paragraph 1(g) below. The Employer hereby accepts this resignation and will deem it a voluntary resignation in good standing for all purposes, including for purposes of the payment of separation benefits pursuant to City Personnel Policies in effect on September 30, 2026. In response to any requests for information or reference inquiries regarding Employee, the Employer will respond with public information as outlined in Minn. Stat. Sec. 13 and private information to the extent that the release of private data is authorized by Employee in writing.
 - a. Employee will continue to utilize existing sick leave benefits through September 30, 2026.
 - b. Employee will be placed on paid administrative leave effective October 1, 2026. Unless separated earlier as noted in Paragraph 1(g) below, this administrative leave will continue through December 13, 2026.
 - c. During the administrative leave of absence, the City will pay Employee wages at the rate of pay as of September 30, 2026. Payments will be made at regular City pay period intervals. The payments will be reduced by applicable federal and state taxes, employment taxes, and other customary withholdings and City contributions as verified by the City’s personnel records. Payments will also be subject to PERA contributions.
 - d. Employee will continue to accrue vacation and sick leave benefits during this

paid leave of absence, to be paid at separation pursuant to City Personnel Policies in effect on September 30, 2026.

- e. Additionally during Employee's paid leave of absence the City will also continue to pay the City's contribution to group health, dental and any additional insurance premiums at the same rate and in the same manner as currently being paid by the City through December 31, 2026.
 - f. During the period of the paid leave of absence, the Employee will remain reasonably available to respond by email to position related questions from the City recognizing that the Employee will not have access to City data or information systems. Any telephone conference or Teams meeting will be scheduled with at least two (2) business days' advance notice. No time will be charged to any of Employee's leave banks.
 - g. This administrative leave end date and effective resignation date noted above will occur earlier upon the Employee accepting benefit eligible employment from another employer. In such event, the administrative leave will be discontinued and the resignation will occur on the date prior to the Employee's appointment to said benefit eligible employment.
- 2. Consideration. In settlement of all claims and potential claims, as set forth in the Release and Waiver of All Claims provision of this Agreement, arising out of and related to Employee's employment and separation from employment, and subject to the right to nullify as noted in Paragraph 5 or rescind as noted in Paragraph 6(g), the Employer shall provide the consideration noted in Paragraph 1.
 - 3. Effective January 1, 2027, Employee will not be eligible for further continued health insurance benefits except that Employee is entitled to continuation of health and life insurance benefits pursuant to the Consolidated Omnibus Reconciliation Act ("COBRA"), 29 U.S.C. 1161, et seq. and applicable state law. If the Employee elects to continue health and/or life insurance coverage pursuant to COBRA, Employee is responsible for payment of these insurance premiums.
 - 4. Other Benefits. Employee will receive the payout of accrued vacation and sick benefits as outlined in the City's personnel policies that are in effect on September 30, 2026 applicable to separations in good standing. Aside from the payment of amounts noted in Paragraph 1 noted above and the separation of accrued vacation and sick benefits noted in this paragraph, the Employee agrees that she is not entitled to and will not make any claim for any additional compensation regardless of whether such claim is in the form of a demand for time worked but not compensated, accrued and unused personal time off, whether it is characterized as a claim for sick leave, vacation leave or other compensation, compensatory time off and regardless of whether such compensation is provided for by personnel policy, past practice, collective bargaining agreement (if applicable) or other agreement.

5. Employee agrees that if Employee exercises any right of rescission, the Employer may at its option either nullify this Agreement in its entirety or keep it in effect as to all claims not rescinded in accordance with the rescission provisions of this Agreement. In the event the Employer opts to nullify the entire Agreement, neither Employee nor the Employer will have any rights or obligations whatsoever under this Agreement except that, in the event the Employer opts to nullify the entire Agreement, all time paid from and after September 30, 2026 to the date of rescission will be deducted from accruals in the Employee's existing leave banks in the following order: 1) vacation; and 2) sick leave. No further payments will be made following rescission.
6. Release and Waiver of All Claims.
 - a. Definitions. All words used in this Release and Waiver of All Claims are intended to have their plain meaning in ordinary English. Specific terms used in this release have the following meanings:
 1. "Employer" as used in this Release and Waiver of All Claims, will at all times mean the City of Columbia Heights and the present and former elected officials, employees, agents, representatives, assigns, insurers, predecessors, or successors of any of them, in both their individual and official capacities.
 2. "Employee" as used in this Release and Waiver of All Claims, means Sara Ion, or anyone who has or obtains any legal rights or claims through Employee, including without limitation, assigns, successors, representatives, executors, and heirs.
 3. "Employee's Claims" as used in this Release and Waiver of All Claims, means any rights Employee has to any relief of any kind from the Employer whether or not Employee knows now about those rights, arising out of or related to Employee's employment with the Employer and Employee's separation from employment including, without limitation, the following:
 - (a) Claims for breach of contract, fraud or misrepresentation, deceit, assault and battery, defamation, all forms of unlawful discrimination and/or harassment, negligence, intentional or negligent infliction of emotional distress, mental anguish, humiliation, embarrassment, pain and suffering, reprisal, retaliation, unfair labor practices, breach of the covenant of good faith and fair dealing, promissory estoppel, negligence or other breach of duty, wrongful termination of employment, retaliation, breach of public policy, vicarious liability, invasion of privacy, interference with contractual or business relationships, reprisal, retaliation; and
 - (b) Claims for violation of the Constitution of the United States, the Constitution of the State of Minnesota, the Americans with Disabilities Act ("ADA"), the Rehabilitation Act of 1973, the ADA

Amendments Act (“ADAA”), the Federal Fair Employment Practices Act, Title VII of the federal Civil Rights Act of 1964 as amended, the federal Age Discrimination in Employment Act (“ADEA”), the Equal Pay Act (“EPA”), the Lilly Ledbetter Fair Pay Act of 2009, the Fair Labor Standards Act (“FLSA”), the Family and Medical Leave Act (“FMLA”), Section 1983 claims, the Minnesota Human Rights Act, the Minnesota Veterans Preference Act, the Workers’ Compensation Wrongful Discharge statute, Minn. Stat. § 176.82, Minnesota Whistleblower statute, Minn. Stat. § 181.932, or other federal, state or local civil rights laws prohibiting discrimination, and any other claims for unlawful employment practices; and

- (c) Claims for alleged injuries or damages or compensation for bodily injury, personal injury, wage loss benefits, reinstatement, medical expenses, emotional distress, fines, penalties, exemplary and punitive damages, attorney’s fees, costs and expenses, interest, and claims of injunctive relief.
- 4. “Employer’s Claims” as used in this Release and Waiver of All Claims, means any rights the Employer now has to any relief of any kind from Employee, whether or not known, arising out of or related to Employee’s employment with the Employer and her separation from employment.
- b. Employee’s Agreement to Release Claims Against the Employer. In exchange for the promises of the Employer contained in this Agreement and the valuable consideration as set forth in paragraph 1 of this Agreement, Employee releases all of Employee’s Claims against the Employer that Employee now has, whether or not Employee knows about them. Employee agrees that the Employer does not owe Employee anything in addition to the promises of the Employer contained in this Agreement except as may be required pursuant to the City’s personnel policies applicable to separating Employees. In exchange for the promises of Employee contained in this Agreement, the Employer likewise releases all of Employer’s Claims against the Employee, whether or not known, arising out of or related to Employee’s employment with the Employer and her separation from employment, including without limitation any claim for recovery of insurance premiums, benefit costs, or overpayment of wages.
- c. This Release will not impact any claims that the Employee or Employer cannot release. In no way should the Agreement be construed as limiting any rights Employee or Employer may have pertaining to acts occurring after the date of this Agreement. In accordance with the requirements of 29 USC §626(f), this waiver does not affect rights or claims under the Age Discrimination in Employment Act arising after the date this Agreement is executed. By signing this Agreement Employee is not prohibited from filing a charge with the EEOC although Employee agrees that Employee will not be able to recover any award of compensation, damages, or any other monies if Employee files a charge or complaint or has a charge or complaint filed on Employee’s behalf with any

federal, state, or local government agency. Nothing in this Agreement limits Employee's right to testify, assist, or participate in an investigation, hearing, or proceeding conducted by the EEOC under the ADEA, Title VII, the ADA, or the Equal Pay Act (EPA).

- d Employee will not bring any lawsuits, commence any proceeding relating to any claim, file any charges or complaints or make any other demands against the Employer based upon Employee's Claims outside of those identified in Paragraph 6(c) except as permitted by law, and if the law permits Employee to commence such a proceeding, Employee agrees that Employee may not seek or recover any monetary damages or other relief as a result of any such proceeding.
- e Employee fully and completely releases, waives, and forever discharges and promises not to sue, or make any other demands against the Employer related to any and all manner of claims, demands, actions, causes of action, administrative claims, promises, agreements, contracts, rights, liability, damages, claims for attorneys' fees, costs, and disbursements, or demands of any kind, including but not limited to, all claims arising in tort or contract, or any other federal, state, and local laws, statutes, ordinances, regulations or orders or any other claims in any manner relating to Employee's employment with and separation from the Employer arising in law or equity, whether known, suspected, or unknown, and however originating or existing which Employee now has, or which Employee at any time heretofore had or had a claim to have, against the Employer to the date of execution of this Release.
- f Consideration Period. Employee understands that Employee has twenty-one (21) calendar days from the date Employee receives the Agreement, not counting the day upon which Employee receives it, to consider whether or not Employee wishes to sign the document and release claims as set forth above pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34. Employee agrees that changes to the Agreement, whether material or immaterial, will not restart the twenty-one (21) calendar day acceptance period. Employee acknowledges that if Employee signs the Release before the end of the twenty-one (21) day period, it is because Employee has decided that Employee has already had sufficient time to decide whether to release all of Employee's claims.
- g Right to Rescind. Employee has the right to rescind (cancel) this Agreement only insofar as it extends to potential claims under the Age Discrimination in Employment Act by informing the Employer of Employee's intent to revoke this Agreement within seven (7) calendar days following Employee's execution of it as noted below.

Employee likewise has the right to rescind (cancel) this Agreement only insofar as it extends to potential claims under the Minnesota Human Rights Act by written notice to the Employer within fifteen (15) calendar days following Employee's execution of this Agreement as noted below.

To be effective, any such rescission must be in writing and hand-delivered to the Employer or, if sent by mail, it must be (1) postmarked within the fifteen (15) calendar day period (or seven (7) calendar day if applicable); (2) properly addressed to the City of Columbia Heights, to the attention of City Human Resources Director Ellie Cortes Greene, 3989 Central Avenue NE, Columbia Heights, MN 55421, and (3) sent by certified mail, return receipt requested.

- h. This Release will not impact any claims that the Employer may have against Employee for the Employer's liability incurred because the Employee:
 - (1) was acting outside the performance of the duties of the position; or
 - (2) was guilty of malfeasance in office, willful neglect of duty, or bad faith.

This Release does not impact any claims that the Employer may have against Employee from criminal activity. Nothing in this Agreement limits the Employer's obligation to defend and indemnify Employee under Minn. Stat. § 466.07 for acts or omissions in the performance of her duties.

- 7. Entire Agreement. This Agreement contains the entire agreement between the parties. The parties agree that there were no inducements or representations leading to the execution of this Agreement between the parties other than those contained in this Agreement.
- 8. Non-Admission. Nothing in this Agreement is intended to be, nor will it be deemed to be, an admission of liability by the Employer that it has violated any contract, policy, state, federal or local statute or ordinance, administrative regulation or principle of common law, or that it has engaged in any wrongdoing whatsoever.
- 9. Voluntary and Knowing Action. Employee represents and agrees that (a) Employee has had the opportunity to be represented by legal counsel; (b) Employee has read this Agreement and fully understands the terms and conditions contained herein; (c) Employee relies solely upon Employee's own judgment regarding the proper, complete and agreed upon consideration for, and language of, this Agreement; (d) Employee has not been influenced to sign this Agreement by any statements or representations of the Employer or agents or attorneys not contained in this Agreement; and (e) Employee enters into this Agreement knowingly and voluntarily.
- 10. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Minnesota.

11. Counterparts. This Agreement may be signed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

For Employer

For Employee



Columbia Heights City Manager

Sara Ion

Dated:

Dated: October 8, 2026

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