

SEPARATION AGREEMENT AND RELEASE

THIS SEPARATION AGREEMENT AND RELEASE ("Agreement") is made and entered into as of this 21st day of November, 2024, by and between the Columbia 93 School District ("District") and Dr. Harold Brian Yearwood ("Dr. Yearwood" or "Employee").

WHEREAS, Dr. Yearwood is and has been employed as Superintendent of the District;

WHEREAS, Dr. Yearwood has a multi-year contract to serve as Superintendent of the District;

WHEREAS, Dr. Yearwood wishes to retire from his employment with the District effective December 31, 2024, and relinquish all rights under his Superintendent Employment Contract and Addendums thereto ("Employment Contract");

WHEREAS, it is the intention of the parties to end Dr. Yearwood's employment in all capacities with the District and terminate his Employment Contract effective December 31, 2024;

WHEREAS, the District wishes to engage an interim superintendent after November 22, 2024; and

WHEREAS, it is the intention of the parties for Dr. Yearwood to cease serving as Superintendent after November 22, 2024, and, from November 23 through December 31, 2024, to provide ongoing cooperation and support as part of the transition process to an interim superintendent.

NOW THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties hereto agree as follows:

1. Dr. Yearwood and the District acknowledge that Dr. Yearwood was under contract to serve as Superintendent of the District, however, both parties desire to relinquish any and all rights set forth in said Employment Contract based on the terms and covenants set forth herein. Dr. Yearwood agrees to irrevocably resign from his employment with the District, in all capacities, effective December 31, 2024 ("Retirement Date"). A copy of Dr. Yearwood's irrevocable retirement is attached hereto and is incorporated into this Agreement as Exhibit A.

2. The parties acknowledge that Dr. Yearwood will cease serving and fulfilling his duties as Superintendent as of November 23, 2024. From November 23 to December 31, 2024, Dr. Yearwood will continue to be employed by the District for the sole purpose of providing ongoing cooperation and support to the District as part of the transition process to an interim superintendent. During this time, Dr. Yearwood will only perform duties for the District as assigned by the District's Board of Education or by the interim superintendent.

3. In exchange for the consideration and covenants stated herein, the District agrees to pay Dr. Yearwood the sum of Six Hundred Sixty-Seven Thousand, Two Hundred Sixty-Eight Dollars and Ninety Cents (\$667,268.90) on or about January 1, 2025. Except as otherwise

provided in the Agreement, payment as set forth in this paragraph shall fulfill all obligations the District may have under this Agreement.

4. On or about January 1, 2025, Dr. Yearwood will be paid all accrued but unused paid leave days through the Retirement Date, pursuant to Board Policy.

5. From the date of this Agreement through the Retirement Date, Dr. Yearwood will continue to receive current salary and benefits, less lawful deductions as set forth in his Employment Contract.

6. Dr. Yearwood and the District will agree to a mutual public statement related to Dr. Yearwood's retirement from the District. Dr. Yearwood agrees this statement will be the only public statement he makes regarding his departure from the District.

7. If Dr. Yearwood's elects to exercise continuance of health insurance through COBRA after his retirement date, the District will pay the expense of individual coverage for Dr. Yearwood through June 30, 2025.

8. If necessary, the District will allow Dr. Yearwood access to the District's property at a mutually agreeable period of time after his Retirement Date for Dr. Yearwood to retrieve any personal belongings or property remaining at the District. Dr. Yearwood agrees to return all District property, including physical and electronic documents/records/files, as well as keys, credit cards, computers, and other equipment, to the District prior to November 23, 2024.

9. Dr. Yearwood acknowledges and understands that payments made pursuant to this Agreement may be taxable as wages and may be subject to all deductions required by law. Dr. Yearwood further acknowledges, understands, and agrees that the District has advised Dr. Yearwood in writing to obtain legal or tax counsel prior to executing this Agreement, and that Dr. Yearwood is solely responsible for obtaining advice from his own attorney and/or tax preparer regarding the legal effect and tax consequences of entering into and receiving payments under this Agreement.

10. The payments made under this Agreement shall be made in return for settlement of any and all claims, Dr. Yearwood may have against the District and its board of education, together with their respective current and former members, directors, officers, agents, employees, affiliates, attorneys, insurers, and self-insurers, in their respective official and individual capacities, from claims or other causes of action Dr. Yearwood may have against them whether known or unknown including but not limited to, claims for compensatory damages, emotional distress, loss of reputation, humiliation, embarrassment, costs, expenses, and attorney's fees.

11. Dr. Yearwood hereby releases, remises, and forever discharges the District and its board of education, together with their respective current and former members, directors, officers, agents, employees, affiliates, attorneys, insurers, and self-insurers, in their respective official and individual capacities, from any and all claims or other causes of action Dr. Yearwood may have against them whether known or unknown, including but not limited to any alleged rights or claims arising under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; Americans with

Disabilities Act, 42 U.S.C. § 12101 et seq., as amended by the Americans with Disabilities Act Amendments Act of 2008; 42 U.S.C. §§ 1981, 1983, and 1985; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended by the Civil Rights Act of 1991, 42 U.S.C. § 1981a; the Rehabilitation Act of 1973, 29 U.S.C. § 791 et seq.; the Missouri Human Rights Act, Mo. Rev. Stat., Ch. 213; the Missouri Teacher Tenure Act., Mo. Rev. Stat. §§ 168.102 - .130, and any other alleged employment discrimination; due process; breach of contract; wrongful discharge; or other violation of federal, state, or local statutory or common law relating to or arising out of Dr. Yearwood's employment with the District, or Dr. Yearwood's retirement and separation from the District as of the date of this Agreement.

12. Dr. Yearwood agrees not to (a) enter into any suit, action, or other proceeding at law or in equity, or to prosecute further any suit or action that might presently exist as of the date of this Agreement, or (b) make any claim or demand of any kind against the District and its board of education, together with their respective current and former members, directors, officers, agents, employees, affiliates, attorneys, insurers, and self-insurers, in their respective official and individual capacities, asserting any claim released by Dr. Yearwood in this Agreement, other than an action to enforce Dr. Yearwood's rights herein. If Dr. Yearwood enters into any action in violation of this Agreement, all payments required under this Agreement shall cease as of the date the District receives notice of such violation, and Dr. Yearwood shall further (i) forfeit and/or repay to the District one-half of all amounts previously paid pursuant to this Agreement, and (ii) pay all legal costs, including attorneys' fees, incurred by the District and its board of education, together with their respective current and former members, directors, officers, agents, employees, affiliates, attorneys, insurers, and self-insurers, in their official or individual capacities, in defending against such action.

13. Dr. Yearwood further agrees that in the event any person or entity brings a charge, claim, complaint, or action asserting any claim released by Dr. Yearwood in this Agreement, Dr. Yearwood shall waive any right to recovery in connection with such charge, claim, complaint, or action, and shall exercise a good faith attempt to have such charge, claim, complaint or action dismissed.

14. Dr. Yearwood agrees that he will not criticize, disparage or denigrate the District, its employees, agents and Board of Education either orally or in writing, to any third party, including, but not limited to, other present or former employees of the District, or any member of the news and social media. The parties agree to be supportive of the transition process, a change in District leadership, and the interim superintendent. Dr. Yearwood further agrees that he will not apply for reinstatement or employment with the District.

15. Dr. Yearwood acknowledges that (a) this Agreement has been reviewed in detail with Dr. Yearwood, (b) the language and intended effect of this Agreement has been explained to Dr. Yearwood, (c) Dr. Yearwood understands each term of this Agreement, and (d) Dr. Yearwood has had a full and fair opportunity to review this Agreement with legal counsel of Dr. Yearwood's choice prior to executing the Agreement. Dr. Yearwood also acknowledges that no promise or representation has been made to Dr. Yearwood by any representative of the District to induce Dr. Yearwood to enter into this Agreement (except as specifically set forth herein), and that Dr. Yearwood has voluntarily entered into this Agreement of Dr. Yearwood's own free will based only

upon the terms and conditions set forth herein.

16. Dr. Yearwood expressly acknowledges, understands, and agrees that: (a) this Agreement includes a release of all claims under the Age Discrimination in Employment Act; (b) he has carefully read and fully understands all of the provisions of this Agreement, including the release provisions; (c) he knowingly and voluntarily agrees to all the terms set forth in this Agreement; (d) he has been given the opportunity to have up to twenty-one (21) days in which to consider this Agreement before signing it, and if he chooses to sign it before the 21-day period has expired, he does so knowingly, voluntarily, and without any compulsion from the District or anyone else; (e) he knowingly and voluntarily intends to be legally bound by the terms set forth in this Agreement; (f) he was advised and has consulted with legal counsel of his choosing prior to executing the Agreement; and (g) he has a full seven (7) days following the execution of this Agreement to revoke this Agreement (the "Revocation Period") and has been hereby advised in writing that this Agreement shall not become effective or enforceable until the Revocation Period has expired. Dr. Yearwood may revoke this Agreement within the Revocation Period upon written notice to the District, which notice shall be either (i) hand-delivered to the Board of Education President (described below), (ii) sent by overnight courier, or (iii) sent by registered or certified mail, addressed to:

Columbia 93 School District
Attn: Suzette Waters
Board of Education President
1818 W. Worley Street
Columbia, MO 65203

17. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri without regard to any conflicts of law rules. Any lawsuits arising under this Agreement will be brought and prosecuted only in the state or federal courts having geographic jurisdiction over Boone County, Missouri, and each party consents to the sole jurisdiction of such courts.

18. If any one or more provisions contained in this Agreement or in the application thereof, shall be held to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired.

19. This Agreement constitutes the entire agreement between Dr. Yearwood and the District, and supersedes all prior understandings, whether oral or written, between the parties. Any amendments or modifications to this Agreement must be in writing and signed by the parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Separation Agreement and Release as of the day and year first above written.

DR. HAROLD BRIAN YEARWOOD



Superintendent, Dr. Brian Yearwood

Date: 11/20/24

COLUMBIA 93 SCHOOL DISTRICT

By: 

President, Board of Education
Suzette Waters

Date: 11/21/24

Attest: 

Secretary, Board of Education
Noel McDonald

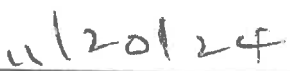
Date: 11/21/24

EXHIBIT A

Dear Board of Education:

I, Dr. Harold Brian Yearwood, do hereby voluntarily and irrevocably submit my formal retirement from all positions with the Columbia 93 School District, effective December 31, 2024.


Dr. Harold Brian Yearwood


Date