

CONFIDENTIAL, FOR SETTLEMENT NEGOTIATION PURPOSES ONLY

SEVERANCE AGREEMENT

(Release and Waiver of Claims)

This Severance Agreement is made and entered into this 20 day of July, 2015, by and between **Doug Flowers** ("EMPLOYEE") and the **School District of St. Joseph, Missouri** ("DISTRICT").

WITNESSETH:

WHEREAS, EMPLOYEE was employed by the District as its Director of Human Resources and as a tenured teacher (the "Employment Relationship"); and

WHEREAS, on or about February 26, 2015, the Board of Education ("BOE") of the DISTRICT voted to direct its acting Superintendent to remove EMPLOYEE as Director of Human Resources and reassign EMPLOYEE to other administrative duties, and to non-renew EMPLOYEE'S contract as an administrator, but to offer EMPLOYEE a contract as a teacher for the 2015-2016 school year due to the fact that EMPLOYEE was a permanent teacher for the DISTRICT prior to his promotion to a supervisory position within the DISTRICT, as required by Mo. Rev. Stat. § 168.104(4); and

WHEREAS, EMPLOYEE'S position as a teacher for the 2015-2016 school year would place him on Step 25 with a Master's Degree plus 48 hours at a salary of \$61,785.00 plus benefits of PSRS contributions of approximately \$8,900.00 and health insurance premiums of approximately \$7,200.00 for a total of approximately \$77,885.00; and

WHEREAS, EMPLOYEE is willing to forego a teaching contract for the 2015-2016 school year, waive accrued vacation and accrued sick leave payments, and resign as of the effective date of this Agreement in consideration for the payment by the DISTRICT to EMPLOYEE of the amount specified elsewhere in this Agreement; and

WHEREAS, DISTRICT has determined that it is in the best interests of DISTRICT to sever the Employment Relationship; and

WHEREAS, by entering into this Agreement the DISTRICT will save money for the 2015-2016 school year as well as realize possible future additional savings by not entering into future teaching contracts with EMPLOYEE; and

WHEREAS, the EMPLOYEE and DISTRICT desire to resolve all matters concerning the termination of their Employment Relationship; and

WHEREAS, the purpose of this Agreement is to provide for an amicable resolution of any issues arising from the Employment Relationship and to settle any and all claims EMPLOYEE may have relative to the Employment Relationship.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the performance by the Parties of the terms of this Agreement and for payments of the amounts set forth herein, the undersigned do hereby agree as follows:

1. PAYMENTS BY DISTRICT TO EMPLOYEE. In consideration of the EMPLOYEE'S agreement to forego a teaching contract for the 2015-2016 school year and to resign as of the effective date of this Agreement, and of the release by EMPLOYEE of any and all claims against DISTRICT and his performance of the other covenants and agreements contained herein, DISTRICT agrees to pay EMPLOYEE \$32,000.00, less required taxes and other withholdings, within ten business days after the Effective Date of this Agreement, as hereafter defined. The EMPLOYEE shall be responsible to pay any taxes due on such payment, other than amounts withheld by DISTRICT.

2. ACTIONS BY EMPLOYEE. In consideration of the payment to EMPLOYEE by DISTRICT, EMPLOYEE agrees to i) decline his teaching contract for the 2015-2016 school year, ii) resign as of the Effective Date of this Agreement, and iii) sign this Settlement Agreement.

3. REPRESENTATIONS AND WARRANTIES OF EMPLOYEE. EMPLOYEE represents and warrants that during the time he has been employed by the DISTRICT, he has not engaged in any criminal activity relating to that employment. The BOE is relying upon the accuracy of this representation and warranty in entering into this Agreement, because it would not agree to pay an employee who had engaged in such criminal activity. EMPLOYEE agrees that if he pleads guilty to or is convicted of any criminal conduct arising from or relating to his employment with the DISTRICT, he shall immediately repay to the DISTRICT the amount paid by the DISTRICT in accordance with this Agreement. Such repayment shall not limit in any way any other restitution that EMPLOYEE may be required to pay to the DISTRICT pursuant to any court order or judgment.

4. RELEASE BY EMPLOYEE. In consideration of the payment described herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, EMPLOYEE hereby fully and forever releases, discharges and waives any and all claims, counts, causes of action and demands of every kind and nature, whether or not now known to EMPLOYEE in any way relative to or arising out of EMPLOYEE'S and DISTRICT'S Employment Relationship and the Severance of the Employment Relationship, which EMPLOYEE has, or under any circumstances could or might have, against DISTRICT and/or its BOE, including specifically both current and past members of the BOE, officers, agents, attorneys, employees, successors, assigns and persons working in concert therewith.

EMPLOYEE understands that this agreement covers all claims in any way relating to the Employment Relationship and the severance of the employment relationship resulting from any act or omission by or on the part of DISTRICT committed or omitted prior to the date of execution of this Agreement including, but not limited to any and all claims under Title VII of

the Civil Rights Act of 1964, 42 U.S.C. §2000(e) et seq.; any and all claims under the Civil Rights Act of 1866, 42 U.S.C. §1981; any and all claims under the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 et seq.; any and all rights or claims under the Age Discrimination in Employment Act of 1967, 29 U.S.C. §621 et seq.; any and all claims under the Fair Labor Standards Act of 1938, 29 U.S.C. 201 et seq.; any and all claims under the Employee Retirement Income Security Act, 29 U.S.C. §1001 et seq.; any and all claims under the Family Leave Act, 29 U.S.C. 2601 et seq.; any and all claims under the Missouri Human Rights Act, Section 213.010 et seq. RSMo; any and all claims under the Missouri Labor and Industrial Relations, Wages, Hours and Dismissal Rights, Section 290.010 et seq. RSMo; any and all contract, tort, discrimination, or common law claims; and any and all other claims; under any federal, state or local statute or ordinance or under any federal, state or local common law. Employee is specifically waiving any accrued vacation or sick leave payments to which he may otherwise be entitled under the employee handbook, any Board policy or past practice.

EMPLOYEE acknowledges that EMPLOYEE may hereafter discover claims or facts in addition to or different from those which EMPLOYEE now knows or believes to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this settlement. EMPLOYEE, nevertheless, agrees to be bound by this release and waiver without regard to any newly discovered facts.

EMPLOYEE acknowledges that he has read this Release carefully, consulted with his attorney and understands all of its terms. EMPLOYEE further acknowledges, pursuant to the Older Workers Benefit Protection Act, that he can take up to twenty-one (21) calendar days to consider this Agreement and fully understands the effect of signing this document. EMPLOYEE understands that he will have seven (7) days after executing this Agreement in which to rescind it and that the Agreement will not become effective until eight (8) days after its execution ("Effective Date").

Notwithstanding any provision of this section to the contrary: (1) EMPLOYEE understands that nothing in this Agreement prohibits the EMPLOYEE from truthfully communicating with and fully cooperating with any government entity or agency in connection with any investigation or legal proceeding over which it has jurisdiction or filing a charge with the Equal Employment Opportunity Commission (or a state or local agency which enforces equal or fair employment opportunity laws and which has jurisdiction over any such charge), except that EMPLOYEE understands and agrees that he/she will not be entitled to any award of damages or other relief or remedy as a result of any such investigation, legal proceeding, or charge; and (2) EMPLOYEE understands that nothing in this Agreement is to be interpreted or applied in a manner that unlawfully interferes with any non-waivable rights that EMPLOYEE may have under the National Labor Relations Act.

5. COSTS. Each party shall bear their own costs, including attorney fees, incurred in the negotiation of this Agreement.

6. CONFIDENTIALITY/SUNSHINE LAW. EMPLOYEE understands that this Agreement is a public record under the Missouri Sunshine Law and DISTRICT must make this Agreement public once it is fully signed by all parties. Nothing contained in this Agreement shall restrict the DISTRICT, or any of its Board members or employees, from cooperating with or participating in any state or federal investigation or from testifying in any proceeding involving any state or federal investigation.

7. NO ADMISSION OF LIABILITY. EMPLOYEE further understands that this Agreement is not an admission by DISTRICT of any improper or unlawful conduct, any liability, or any violation of any of its policies, procedures, state or federal laws or regulations or other obligation. The purpose of this Agreement is to provide for an amicable separation from employment and settle any and all claims EMPLOYEE may have relative to the Employment Relationship and the severance of the Employment Relationship.

8. REPRESENTATIONS. In executing this Agreement, the undersigned understand that its terms are contractual and not a mere recital, and agree that they are not relying upon any statement or representation made by the other Parties or any of their representatives or agents concerning anything or matter other than as provided herein, but rely only upon their own respective judgment and counsel.

9. ENTIRE AGREEMENT. The undersigned agree that this document embodies the entire terms and conditions of the release and agreement described herein, that this document may be signed in counterparts and/or facsimile, that all words, phrases, sentences, paragraphs, including the recitals hereto, are material to the execution hereof, and that all executed copies, whether signed in counterparts, facsimile or otherwise, are duplicate originals, equally admissible in evidence.

10. RIGHT TO CONSULT COUNSEL. EMPLOYEE understands that this Agreement is an important document and will become legally binding on the Effective Date. DISTRICT hereby advises EMPLOYEE to consult with an attorney of his/her own choosing before signing this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names by persons duly authorized.

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EMPLOYEE

July 21, 2015
Date

Doug Flowers
Doug Flowers

**THE SCHOOL DISTRICT OF ST. JOSEPH,
MISSOURI**

July 14, 2015
Date

By: Brad Haggard
Brad Haggard, President of the Board of
Education

APPROVED BY THE BOARD OF EDUCATION ON JULY 13, 2015