



November 8, 2021

Dear Ms. [REDACTED]

This letter is intended to summarize our conversation and document the district's plans for your position as well as options available to you moving forward.

In our meeting on Monday, November 8, 2021, Dr. Triplett and I shared that the district is currently evaluating staffing needs for the 2022-2023 school year. Through this review, it has been determined that the position of [REDACTED] will no longer be necessary after the 2021-2022 contract year. This decision was made after reviewing the current job responsibilities associated with the position and the ability for these to be absorbed by others within the Learning Services Department. Likewise, this audit is being conducted in all departments as we work to ensure financial responsibility and alignment with our Strategic Plan.

Recognizing the impact of this decision on you personally and professionally, we are providing you with advanced notice of this decision. Likewise, in acknowledgement of your years of service to the district as well as the need for you to have ample time to seek alternate employment, we shared two options available to you in response to this his notice. The following further details the two available options we discussed:

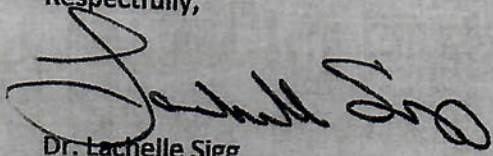
- **Non-Renewal** – You are expected to fulfill the terms and responsibilities under your contract, as well as continue to meet the expectations for your position. Your supervisor, Dr. Michael Triplett, will assign duties for you to fulfill, and you will be expected to complete all assigned duties off of district property at a location of your choosing. Because of your current, as well as your anticipated future, workload and responsibilities, and the fact that your contract will be non-renewed, this arrangement will allow you further flexibility while also supporting the forward momentum of the Learning Services Department. These arrangements would be immediately put into effect.
- **Resignation of Your Employment, Subject to Approval by the Board of Education** – As a result of the elimination of your position as the [REDACTED] (effective June 30, 2022), the district would offer you a separation agreement, releasing you immediately from your contract. Under that terms of the Separation Agreement, which would be subject to approval by our Board of Education at its December 2, 2021, meeting, your resignation would be accepted and you would immediately be released from your current contract. In return, the district would provide you with compensatory funds. The total amount of the compensatory funds was arrived at by considering the following:
  - Remainder of your 2021-2022 Contract (with 3% increase as approved by the BOE on November 4, 2021): \$70,969.83.
  - Projected 2022-2023 Contract (based on current contract): \$119,227.46.
  - COBRA: Estimated cost of COBRA coverage for 12 months: \$9,564.00.
  - TOTAL = \$199,761.29

I will send you electronically the Separation Agreement for your review. The district requests that you advise us by **November 29, 2021**, if you will agree to the separation of your employment under the basic terms outlined above and return your signed Separation Agreement, after which your resignation will be presented to the Board of Education for their approval at their December 2, 2021, meeting.

Furthermore, per our discussion, It is important to note that beginning immediately you will be working off district property. Dr. Triplett will be happy to work with you in coordinating a time for you to access your office in the IRC so that you can collect your personal belongings. Again, as Dr. Triplett and I shared, our hope in offering these options to you at this time is to ensure you have all information in a timely manner.

Thank you again for your time in meeting, and should you have any questions or concerns regarding the options available to you, please do not hesitate to let me know.

Respectfully,

A handwritten signature in black ink, appearing to read "Lachelle Sigg", written over a light blue horizontal line.

Dr. Lachelle Sigg  
Director of HR Partners and Building Support

CC: District Personnel File

## SEPARATION AGREEMENT AND RELEASE

THIS SEPARATION AGREEMENT AND RELEASE ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between \_\_\_\_\_ (the "Employee") and the Unified School District No. 233, Olathe, Johnson County, Kansas (the "District") (collectively the "Parties").

### RECITALS

WHEREAS, Employee is currently the \_\_\_\_\_ for the District, and is employed under a contract;

WHEREAS, Employee is willing to resign from her employment for all positions, relinquish her contractual rights, and be released from her contractual obligations as of November 12, 2021, in exchange for the consideration provided herein; and

WHEREAS, the Parties desire to resolve, by mutual agreement, all rights, obligations, and matters arising out of Employee's employment with the District.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and consideration contained herein, the Parties agree as follows:

1. **Resignation.** Employee's irrevocable letter of resignation, effective as of November 12, 2021, is attached hereto and is incorporated into this Agreement as "Exhibit A".

2. **Disputed Claims and No Admission of Liability.** The Parties' execution of this Agreement is not an inference, admission, or concession by either of them of any liability or of wrongdoing.

3. **Payment to Employee.** In exchange for the obligations and promises of Employee as set forth herein, the District agrees to pay Employee the amount of One-Hundred-Ninety-Nine-Thousand-Seven-Hundred-Sixty-One Dollars and Twenty-Nine Cents (\$199,761.29), which represents Employee's contracted salary for the remainder of the 2021-2022 school year and Employee's anticipated 2022-2023 salary, less all lawful and authorized deductions, as well as an amount equivalent to 12 months of payment of Employee's health insurance premium.

a. The District will pay health insurance premiums for Employee to provide health insurance coverage for Employee through December 31, 2021, excluding her employee-paid portion of the premium which will be deducted from final paycheck. Upon termination of benefits, Employee becomes solely responsible for health insurance coverage.

b. Employee forfeits any right to payment or reimbursement for accumulated leave.

4. **District and Employee Property.** No later than ten (10) business days after the execution of this Agreement, Employee or her Professional Representative must return all

District property in her possession, including but not limited to keys and materials, to the District. Similarly, if Employee has electronic files stored on any District-issued device, Employee must provide within ten (10) days after the execution of this agreement a list of the items and/or files that she requests the District to retrieve and provide, the District will take reasonable efforts to locate and promptly provide Employee with the identified items and/or files. Further, if Employee has stored any of her personal property at the District, either Employee or her Professional Representative must contact the District to make arrangements for the return of such property.

5. **Release of Claims.** In consideration of the provisions set forth in Paragraphs 1 and 3 of this Agreement, which Employee agrees is valuable consideration to which she would not otherwise be entitled, Employee for herself, her heirs, executors, and assigns ("Releasers"), forever waives, releases, remises, and discharges the Board of Education, the District, and its affiliates and subsidiaries, together with their respective present, former, and future officers, board members, directors, agents, employees, insurers and self-insurers, attorneys, trustees, fiduciaries, District parents and administrators ("Released Parties") from any rights, claims, counts, causes of action, demands, liabilities, damages, costs, losses, expenses, promises, obligations, covenants, agreements, suits, and rights of every kind or nature, whether now known or discovered in the future, arising from or relating to Employee's employment, including the events leading to the resignation of her employment with the District. Such claims include but are not limited to: (1) Employment discrimination and retaliation under Title VII (42 U.S.C.A. 2000e *et seq.*), Title IX (20 U.S.C. § 1681, *et seq.*), and under 42 U.S.C. § 1981 and § 1983; (2) any claims relating to wrongful or discriminatory treatment; (3) any claims relating to rights under federal, state, or local laws, including policies, regulations, or procedures of the District's Board of Education, (4) any claims related to the Employee's right to equal protection of law, right to due process of law, or her rights under the First and Fourteenth Amendments of the United States Constitution; (5) any claims arising under the Americans With Disabilities Act, 42 U.S.A. §§ 12101, *et seq.*; (6) any claims arising under the Family and Medical Leave Act, 29 U.S.C. §§ 2601, *et seq.*; (7) any claims arising under the Employee Retirement Income Security Act, 29 U.S.C. §§ 4310, *et seq.*; (8) any claims relating to other forms of discrimination on the basis of national origin, age, disability, race, color, creed, religion, sex, or marital status, or any other form of illegal discrimination, retaliation or harassment within the meaning of federal, state, or local laws; (9) any claims arising under the Kansas Act Against Discrimination; (10) any claims for disputed wages; (11) any claims of wrongful discharge and/or breach of any alleged employment contract; and (12) claims based on any tort or breach of contract, including but not limited to invasion of privacy, defamation, fraud, and infliction of emotional distress. Employee and Releasers covenant and agree that they have not filed, and will not file, any complaint, charge, or action against the District or the Released Parties with any local, state, or federal agency or court arising from or relating to Employee's employment with the District, or any act or omission on the part of the District occurring on or prior to the date of this Agreement.

6. **Age Discrimination.** In exchange for valuable consideration—including the payments included in Paragraph 3 of this Agreement, Employee forever knowingly and voluntarily waives and releases the District from any rights or claims under the Age Discrimination in Employment Act ("ADEA") or the Older Workers Benefit Protection Act ("OWBPA"). Employee understands that Employee has the right to consult with an attorney prior to signing this Agreement waiving any right(s) or claim(s) Employee may have under the ADEA and OWBPA. Employee understands that she has 21 days within which to consider this Agreement and, should Employee sign the Agreement, that Employee has seven (7) days following its execution to revoke the Agreement and forfeit the settlement payments included

herein. If Employee decides to revoke her decision to sign this Agreement, Employee should contact Dr. Lachelle Sigg, Associate Superintendent of Human Resources, at the District office.

7. **Re-Employment and Interference.** Employee agrees and promises that she will not seek employment with the District in any capacity in the future, and that in the event that she should in the future attempt to seek or make application for employment with the District, her application and employment legitimately and lawfully may be denied. If Employee applies for employment with the District at any time in the future, the District will not be liable to Employee for any claim or cause of action based on the District's refusal or failure to employ Employee. Employee hereby forever waives, releases and discharges the District, the Board of Education and its current, former and future members, employees, affiliates, successors, assigns, officers, agents, insurers, servants, representatives and all other entities affiliated with or related to it from any and all liability, actions, claims, demands or lawsuits which Employee may have or assert as a result of or based on the District's refusal or failure to employ her at any time in the future. Employee covenants not to initiate legal action or cause legal action to be initiated against the District for any future refusal or failure by the District to employ her.

Employee also agrees that following termination of her employment to not interfere with or attempt to impair the relationship between the District and any of its employees, patrons, or students.

8. **References.** The District will respond to any inquiries of Employee's prospective employers by providing only: (1) The dates of Employee's employment; (2) her pay level; (3) her job description and duties; (4) her wage history, and (5) information that her employment contract ended with her resignation. Evaluations will be provided in accordance with K.S.A. § 72-2411. Any inquiries into Employer's employment should be referred to Dr. Lachelle Sigg, Associate Superintendent of Human Resources, for response in accordance with the terms set out above.

9. **Cooperation.** Employee agrees to cooperate and to make herself readily available to the District and to its attorneys to assist in any litigation, potential litigation, internal investigation, or administrative, regulatory, judicial or quasi-judicial proceedings involving the District and/or its Board of Education and its past, present, and future members, directors, officers, agents, employees, parents, and/or students (hereafter referred to as "Legal Action") by providing information to and meeting and consulting with the District and its attorneys, and by giving truthful testimony, on matters in which she was personally involved, has knowledge, or has information. Employee agrees to notify the District's Staff Counsel promptly of any requests for information, requests for testimony, or subpoenas that he receives in connection with any Legal Action.

10. **Unemployment Benefits.** The District will not oppose Employee's application for unemployment benefits in the event she has not secured employment and applies for such benefits. Employee agrees to notify the District of her intent to apply for unemployment benefits before doing so.

11. **Workers' Compensation.** If Employee makes a claim for Workers' Compensation benefits, she hereby stipulates that she sustained no injuries arising out of her employment with the District, she sustained no injuries in the course of her employment with the District, she had no accidents during her employment with the District, nor does she have any

occupational diseases arising out of or sustained in the course of her employment with the District.

12. **Confidentiality.** The Parties agree to keep the contents of this Agreement confidential, including the negotiations of the Parties, and the events underlying the basis of any claims Employee believes she may have against the District, and to not disclose the terms or conditions of the Agreement except to the extent required by law or as otherwise provided by this Agreement. The Parties further agree that the District may disclose the terms or conditions of the Agreement to its administrative employees, human resources department, officers, board members, attorneys, or tax preparer. The Parties also agree that Employee may disclose the terms or conditions of this Agreement to her immediate family, attorneys, or tax preparer. 10!

13. **Non-Disparagement.** Employee agrees to not make or publish any negative, misleading, or disparaging comments about the District, its employees, staff, and administrators, or its Board of Education and members, related to her resignation from the District or the circumstances thereof. Likewise, the District agrees that it will not make or publish any negative, misleading, or disparaging comment about Employee related to her resignation from the District or the circumstances thereof.

14. **Acknowledgment of No Wages Owed.** Employee acknowledges that she has been paid for all hours worked on behalf of the District and that the District does not owe Employee any wages, except as set forth in this Agreement including, but not limited to those amounts identified in Paragraph 3 of this Agreement.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the District and Employee concerning the subject matter and supersedes all prior understandings, whether oral or written between the parties concerning the subject matter. Any amendment or modification to this Agreement must be in writing and signed by the parties.

16. **Severability.** If any provision of this Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with any Kansas or federal law, the validity, legality, and enforceability of the remaining provisions shall not be affected and shall remain in full force and effect.

17. **Voluntary.** Employee acknowledges that she has had the opportunity to review this Agreement in detail and that its language and intended effect have been explained. Employee acknowledges that she voluntarily has entered into this Agreement of her own free will based only upon the terms and conditions included herein and has had the opportunity to consult with an attorney of her choice concerning the meaning and effect of this Agreement. Employee acknowledges and agrees that no promise, agreement or representation not expressed in this Agreement has been made to or relied upon by her.

18. **Governing Law.** This Agreement shall be construed and interpreted in accordance with Kansas Law.

19. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns.

20. **Waiver.** The waiver by any party of a breach of any provision herein shall not operate or be construed as a waiver of any other breach by any party.

21. **Heirs and Successors.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns.

22. **Headings.** The headings of sections or paragraphs in this Agreement are included for convenience only, and shall not be deemed to affect the meaning or construction of any of the provisions.

23. **Interpretation.** The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

24. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any photocopy of the executed original or of any counterpart shall be deemed to be an original for any and all purposes. The Parties further agree that the executed attachments may be delivered to the other Parties through an electronic mail attachment, which attachment shall be deemed an original.

IN WITNESS of this Agreement, the parties have signed this document on the date and year first written above.

DATE: \_\_\_\_\_

\_\_\_\_\_  
PRESIDENT, BOARD OF EDUCATION  
Unified School District No. 233

DATE: \_\_\_\_\_

\_\_\_\_\_  
CLERK, BOARD OF EDUCATION  
Unified School District No. 233

DATE: \_\_\_\_\_

\_\_\_\_\_