

Wentzville R-IV School District
Board of Education
280 Interstate Drive
Wentzville, MO 63385

Dear Members of the Board of Education:

I am writing to announce my sabbatical, effective immediately, as well as my retirement as superintendent of schools of the Wentzville School District, effective at the end of the current school year.

Serving this incredible district has been an immense honor. I am deeply proud of the work we have accomplished together. We've seen significant progress in student achievement, implemented a comprehensive facilities master plan, achieved success in staff recruitment and retention, increased school safety measures, made important revisions to the student code of conduct, while also increasing our communication and community engagement efforts.

This role has challenged me and allowed me to grow both personally and professionally. I am grateful for the opportunity to have served alongside such a dedicated staff, and I am confident that the administrative team will continue to lead the District well in my absence. I wish the Board of Education well as they work to come together, find a positive path forward, and do great things for the students, staff, and community of the District. To the families and students of the WSD, you are incredible. Thank you for your support, and I wish you continued success and happiness.

While this decision comes with mixed emotions, I am confident it is the right choice for the District, for my family, and for me personally. My decision was made collaboratively with the Board of Education, and this transition will allow for continued progress for the District. I have full confidence that great things are ahead, and I will be cheering on the WSD every step of the way.

Thank you for the privilege of serving you and for allowing me to be a part of the WSD family.

Sincerely,



Danielle
Dr. Danielle S. Tormala
Superintendent

Date: April 12, 2024

SEPARATION AGREEMENT AND RELEASE

This SEPARATION AGREEMENT AND RELEASE ("Agreement") is entered into on the date of full execution as shown by the signatures below between the BOARD OF EDUCATION ("Board") for the WENTZVILLE R-IV SCHOOL DISTRICT ("District") and DR. DANIELLE TORMALA ("Dr. Tormala") (collectively, "the Parties").

WHEREAS, Dr. Tormala is and has been employed with the District as the Superintendent of Schools; and

WHEREAS, Dr. Tormala is currently employed by the District pursuant to an employment agreement ("Superintendent Contract") wherein the District agreed to employ Dr. Tormala as Superintendent for a period of four years, from July 1, 2023, through June 30, 2027;

WHEREAS, Dr. Tormala wishes to resign and retire from her employment with the District prior to the conclusion of her Superintendent's Contract;

WHEREAS, the Parties agree that Dr. Tormala will resign and retire from her position with the District effective June 30, 2024; and

WHEREAS, the Parties wish to resolve all matters arising out of Dr. Tormala's employment with the District, and the conclusion of Dr. Tormala's employment.

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

1. Dr. Tormala hereby submits, and the District accepts, Dr. Tormala's irrevocable letter of resignation and retirement, effective June 30, 2024 ("Effective Date"), along with a request to be approved for sabbatical leave from April 12, 2024, through the Effective Date. A copy of Dr. Tormala's letter of resignation and retirement is attached hereto as Exhibit A, and the original shall be placed in Dr. Tormala's personnel file.

2. As consideration for Dr. Tormala's execution of this Agreement, the District agrees that:

- a. The District will convene a meeting of its Board of Education to accept Dr. Tormala's letter of retirement and approve the terms of this Agreement.
- b. Dr. Tormala will receive her full salary and all benefits per her Superintendent's Contract through the Effective Date of her resignation and retirement. Such benefits include, but are not limited to, Dr. Tormala's health insurance coverage under the District's group health insurance plan continuing through June 30, 2024. Thereafter, Dr. Tormala shall be entitled to exercise her right to continued medical and dental coverage under the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA"), at

her own expense, provided that she submits the required documentation and makes timely premium payments in accordance with District rules.

- c. The District will grant Dr. Tormala's request for sabbatical leave beginning on April 12, 2024, through the Effective Date.
- d. The District will execute and provide a letter of recommendation to Dr. Tormala promptly after this Agreement is executed by the District, a copy of which is attached hereto as Exhibit B.
- e. The District will release a statement to the community regarding Dr. Tormala's retirement and her letter to the WSD family immediately after the District executes this Agreement, copies of which are attached hereto as Exhibit C, and which shall be the District's sole statement.
- f. The District agrees to indemnify Dr. Tormala from any and all demands, claims, suits, actions and legal proceedings brought against her in her individual capacity, and/or in her official capacity as agent and employee of the District, provided that (1) the incident arose while Dr. Tormala was acting within the course and scope of her employment, and (2) the indemnification is consistent with the District's applicable MUSIC Plan Document.
- g. The District shall respond to inquiries from prospective employers as follows:
 - i) All inquiries will be referred to the Executive Director of Human Resources and/or the Superintendent at the time the inquiry is received.
 - ii) All responses will be limited to only the following information:
 - 1) Date of employment;
 - 2) Positions held;
 - 3) Date of retirement;
 - 4) Salary history (if requested); and
 - 5) Information contained in Exhibit B.
- h. On or before May 3, 2024, the District shall remit to Dr. Tormala – by check, direct deposit, or other method agreed upon by the Parties – the total sum of Four Hundred Ninety-Two Thousand and Five Hundred Dollars and 00/100 (\$492,500.00). The payment required pursuant to this paragraph shall be reported on IRS Form 1099-MISC.
- i. On or before June 30, 2024, the District shall remit to Dr. Tormala – by check, direct deposit, or other method agreed upon by the Parties – the total

sum of Four Hundred Ninety-Two Thousand and Five Hundred Dollars and 00/100 (\$492,500.00), less all applicable withholdings and deductions. The payment required pursuant to this paragraph shall be reported on IRS Form W-2.

- j. On or before June 30, 2024, the District shall remit to Dr. Tormala – by check, direct deposit, or other method agreed upon by the Parties – the total sum of Forty-Two Thousand Five Hundred and Fifty-Eight Dollars and 25/100 (\$42,558.25), less deductions required by law, as payment for Dr. Tormala’s earned, but unused vacation days.

3. The consideration provided by the District under this Agreement shall be made in return for settlement of any and all claims that Dr. Tormala may have against the District, and its affiliates and subsidiaries, together with their respective current and former board members, directors, officers, agents, and employees, including their attorneys and insurers, all in their individual or official capacities, including but not limited to, claims for compensatory damages, emotional distress, loss of reputation, humiliation, embarrassment, costs, expenses and attorneys’ fees, specifically released by Dr. Tormala in Paragraph 4 of this Agreement.

4. In consideration of the benefits and rights provided to Dr. Tormala pursuant to this Agreement between the Parties, Dr. Tormala hereby forever releases the District and its affiliates and subsidiaries, together with their current and former board members, officers, directors, agents, or employees, including their attorneys and insurers, whether in their respective individual or official capacities, from any and all manner of claims, complaints or causes of action of any kind and nature whatsoever, which Dr. Tormala may have or claim to have by reason of her employment with the District or Dr. Tormala’s separation from employment. Such released claims include, but are not limited to, claims alleging violations of §168.101 RSMO, the Missouri Teacher Tenure Act., §§ 168.102 through 168.130 RSMO., and/or the Missouri Administrative Procedures Act, claims of discrimination under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2002e, et seq., Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, the Rehabilitation Act of 1973, 29 U.S.C. § 794, the Americans with Disabilities Act (“ADA”) and the ADA Amendments Act of 2008, 42 U.S.C. §12101, et. seq., 42 U.S.C. § 1981a; 42 U.S.C. § 1983, 42 U.S.C. § 1985; claims under 42 USC §1981, claims under the Family and Medical Leave Act, 29 U.S.C. §2601, et seq., the Age Discrimination in Employment Act, 29 U.S.C. § 621, the Missouri Human Rights Act, Mo. Rev. Stat. §213.010 et seq., and any other federal, state or municipal statutes or ordinances relating to employment or discrimination in employment; claims of violation of procedural due process rights relating to employment or separation from employment; claims of violation of substantive due process rights relating to employment or separation from employment; claims of wrongful or unjust discharge, defamation, personal injury, emotional distress, invasion of privacy, tortious inference, or other tort claims all relating to employment or Dr. Tormala’s separation from employment; claims for unpaid wages, vacation pay, holiday pay, bonuses, or other entitlements, benefits or payments; and claims of breach of contract arising from or during Dr. Tormala’s employment with the District, including Dr. Tormala’s separation from employment; or otherwise, up to and including the Effective Date of Dr. Tormala’s resignation and retirement. It is understood that this Agreement expressly includes, but is not limited to, any claims for alleged

personal, physical and emotional distress injuries, actual damages, liquidated damages, compensatory damages, statutory damages, common law damages, punitive damages, or any other type of damages, and includes all claims for attorneys' fees, court costs or other expenses incurred by Dr. Tormala in pursuit of any of the aforementioned claims against the District. This Agreement shall not in any way impact any vested benefits that have already accrued to, or may in the future accrue to, Dr. Tormala, including her retirement funds.

5. Dr. Tormala agrees not to 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, or to make any claim or demand of any kind against the District, or its affiliates and subsidiaries, together with any of their current and former board members, officers, directors, agents, or employees, including their attorneys and insurers, whether in their respective individual or official capacities, asserting any claim released by Dr. Tormala in Paragraph 4 of this Agreement, other than an action to enforce Dr. Tormala's rights herein. If Dr. Tormala enters into any action in violation of this paragraph, Dr. Tormala shall pay all legal costs, including attorneys' fees, incurred by the District, its affiliates and subsidiaries, and their current and former board members, officers, directors, agents, and employees, including their attorneys and insurers, whether in their respective individual or official capacities, in defending against Dr. Tormala's action. Dr. Tormala further agrees that she shall forfeit all rights to any other consideration not yet received pursuant to this Agreement as of the date any proceeding, claim, or demand is filed in violation of this paragraph.

6. The District and the current Board members agree not to 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, or to make any claim or demand of any kind against Dr. Tormala, in her official or individual capacity, asserting any claim released by them in Paragraph 16 of this Agreement, other than an action to enforce their rights herein. If the District or the current Board members enter into any action in violation of this paragraph, the District or current Board members shall pay all legal costs, including attorneys' fees, incurred by Dr. Tormala in defending against their action.

7. Dr. Tormala agrees to return to the District any and all District property in her possession no later than three (3) business days following full execution of this Agreement. The District will provide Dr. Tormala access to District property to collect her personal belongings at a time mutually agreed upon by the parties.

8. Consistent with Dr. Tormala's resignation and retirement from the District, Dr. Tormala agrees that she will not seek, nor will she accept, employment with the District in the future.

9. To facilitate an orderly and smooth transition during and after the sabbatical period, Dr. Tormala has proposed and the District agrees that she will not be present on District property without prior notice to and written consent from the person(s) designated to act as Superintendent at that time, whether as Acting, Interim, or full Superintendent. Dr. Tormala has also requested, and the District agrees that she will not attend any conferences as a District representative on or after April 12, 2024. However, Dr. Tormala shall not be precluded from attending any conferences on or after April 12, 2024 in her individual capacity.

10. All parties acknowledge that they have sought advice and assistance of attorneys, that they fully understand all of the terms of this Agreement, that they have been afforded sufficient time to review this Agreement in order to decide whether to sign, that they have signed this Agreement of their own free will and under no threat or duress by one another or any other person and intend and agree that it is final and binding.

11. Dr. Tormala acknowledges, understands, and agrees that she is solely responsible for obtaining advice from her own attorney and/or tax preparer regarding the legal effect and tax consequences of signing and receiving payment pursuant to this Agreement.

12. Dr. Tormala agrees that she is responsible for payment of the employee's portion of all taxes related to the payments described in Paragraph 2, if any are due; Dr. Tormala will consult her own attorneys, accountants or other tax advisors as to the characterization and tax liabilities related to the payments described in Paragraph 2, and Dr. Tormala understands and agrees that the District has not made and will not make any representation regarding the characterization and tax liabilities related to the payments described in Paragraph 2. It is further agreed that Dr. Tormala will defend and indemnify the District on all claims against the District for any taxes or withholding, interest and/or penalties, that might be incurred by Dr. Tormala related to the employee's portion of the aforementioned payments described in Paragraph 2. Notwithstanding the aforementioned provisions of this paragraph, the District does not waive its responsibilities associated with the employer portion of all taxes related to payments to Dr. Tormala made as wages under a W-2.

13. Dr. Tormala understands and states that this Agreement includes the release of all claims under the Age Discrimination in Employment Act ("ADEA"), and that Dr. Tormala has been given the opportunity to have at least twenty-one (21) days to consider the meaning and effect of the release of the ADEA claims. Dr. Tormala acknowledges that she has consulted with and received advice from an attorney before executing this Agreement. Dr. Tormala may revoke this Agreement for a period of seven (7) days after execution by Dr. Tormala, and Dr. Tormala understands that this Agreement shall not become effective or enforceable until this seven (7) day period has expired.

To the extent that Dr. Tormala takes fewer than twenty-one (21) days to consider this Agreement prior to signing and dating it, Dr. Tormala acknowledges that she (i) had sufficient time to consider this Agreement with an attorney of her choosing, and (ii) expressly, voluntarily, and knowingly waived any additional time.

14. This Agreement shall have no force or effect if Dr. Tormala revokes her acceptance of this Agreement pursuant to Paragraph 12 herein.

15. Dr. Tormala agrees to cooperate with the District regarding any pending or subsequently filed litigation, proceeding, claim or other disputed item involving the District that relates to matters within the knowledge or responsibility of Dr. Tormala during her employment. Without limiting the foregoing, Dr. Tormala agrees (i) to meet with the District's representatives,

its counsel or other designees at mutually convenient times and places with respect to any items within the scope of this paragraph; (ii) to provide truthful testimony to any court, agency or other adjudicatory body; (iii) to notify the District within three (3) business days if Dr. Tormala is contacted by any adverse party or by any representative of an adverse party; and (iv) not to assist any adverse party or any adverse party's representatives, except as may be required by law.

16. In consideration of the benefits provided to the District pursuant to this Agreement between the parties, including Dr. Tormala's agreement to resign and retire from her employment with the District, the District and its current board members, in their official and individual capacities, hereby forever waive, release, and discharge Dr. Tormala, in both her official and individual capacity, from any and all manner of claims, complaints or causes of action of any kind and nature whatsoever, which the District or its current board members may have or claim to have against Dr. Tormala under any federal, state, or local laws, regulations or ordinances, including, but not limited to, statutory and common law contract or tort claims arising out of or relating to Dr. Tormala's employment with the District or Dr. Tormala's separation from employment, through the Effective Date of Dr. Tormala's resignation and retirement. The undersigned Board members expressly acknowledge that their signatures below, for purposes of this release, are made in their individual and official capacities.

17. The Parties' execution of this Agreement will be governed by the laws of the State of Missouri. The Parties understand that this Agreement is a public document pursuant to the Missouri Open Meetings Act, Section 610.010 et seq. and that a copy of this Agreement will be provided to any person or entity that properly requests a copy of same pursuant to the Missouri Open Meetings Act.

18. The Parties agree that the execution of this Agreement is not an inference, admission, or concession by either party of any liability or of any wrongdoing.

19. If a court of competent jurisdiction determines that any provision contained in this Agreement, or any part thereof, cannot be enforced, the Parties agree that such determination shall not affect or invalidate the remainder of the Agreement.

20. This Agreement constitutes the entire agreement between Dr. Tormala 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.

21. This Agreement shall inure to the benefits of and be binding upon the Parties hereto and their respective heirs, successors, and assigns.


22. The Parties agree that this Agreement may be executed in authorized counterparts and by facsimile signature.

IN WITNESS of this Agreement, the Parties have signed this document on the day and year written below.


WITNESS (optional, but requested)

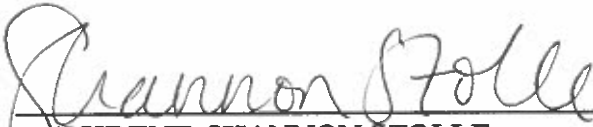
DATE: 4-11-24


DR. DANIELLE TORMALA


DATE: 4-11-24 

WENTZVILLE R-IV SCHOOL DISTRICT

DATE: 4-11-24


PRESIDENT, SHANNON STOLLE
BOARD OF EDUCATION

DATE: 4/11/24


SECRETARY, RENEE HENKE
BOARD OF EDUCATION


DATE: 4-11-24


VICE PRESIDENT, KATIE LYCZAK
BOARD OF EDUCATION

DATE: 4/11/24


DIRECTOR, JASON GOODSON
BOARD OF EDUCATION

DATE: 4/11/24


DIRECTOR, DAVID LEWIS
BOARD OF EDUCATION

DATE: 4/11/24


DIRECTOR, JEN OLSON
BOARD OF EDUCATION

DATE: 4/11/24

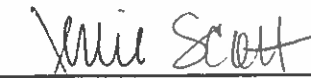

DIRECTOR, JULIE SCOTT
BOARD OF EDUCATION

EXHIBIT A

Wentzville R-IV School District
Board of Education
280 Interstate Drive
Wentzville, MO 63385

Dear Members of the Board of Education:

I am writing to announce my sabbatical, effective immediately, as well as my retirement as superintendent of schools of the Wentzville School District, effective at the end of the current school year.

Serving this incredible district has been an immense honor. I am deeply proud of the work we have accomplished together. We've seen significant progress in student achievement, implemented a comprehensive facilities master plan, achieved success in staff recruitment and retention, increased school safety measures, made important revisions to the student code of conduct, while also increasing our communication and community engagement efforts.

This role has challenged me and allowed me to grow both personally and professionally. I am grateful for the opportunity to have served alongside such a dedicated staff, and I am confident that the administrative team will continue to lead the District well in my absence. I wish the Board of Education well as they work to come together, find a positive path forward, and do great things for the students, staff, and community of the District. To the families and students of the WSD, you are incredible. Thank you for your support, and I wish you continued success and happiness.

While this decision comes with mixed emotions, I am confident it is the right choice for the District, for my family, and for me personally. My decision was made collaboratively with the Board of Education, and this transition will allow for continued progress for the District. I have full confidence that great things are ahead, and I will be cheering on the WSD every step of the way.

Thank you for the privilege of serving you and for allowing me to be a part of the WSD family.

Sincerely,

Danielle
Dr. Danielle S. Tormala
Superintendent

Date: April 12, 2024

EXHIBIT B

[WENTZVILLE R-IV SCHOOL DISTRICT LETTERHEAD]

To Whom it May Concern:

Please accept this letter as a reference for Dr. Danielle Tormala. During her tenure as Superintendent of Schools for the Wentzville R-IV School District, Dr. Tormala has endeavored to improve the quality of education for our students.

Under Dr. Tormala's leadership, the district's assessment scores increased in all content areas; departmental reorganizations resulted in a sharper focus on academic programming, including college and career pathways, expansion of preschool, and enhanced course offerings; building organization was restructured for greater effectiveness and efficiency; services to the district's youngest and most fragile students were expanded through new programming; staff salaries were increased; the Student Code of Conduct underwent comprehensive revision; safety and security measures were increased and improved throughout the district; and the district implemented Interest Based Bargaining, a comprehensive salary restructuring, and other innovative recruiting methods for attracting and retaining high quality instructional and support employees.

Of course, the above listed accomplishments do not represent all the work accomplished under Dr. Tormala's tenure, but they do serve as an illustration of her work and commitment to education. We will miss Dr. Tormala's leadership. Therefore, we hope you will take the time to give Dr. Tormala your full consideration for the position you are seeking to fill.

Sincerely,

Shannon Stolle
Board President

EXHIBIT C

Statement of District

Over the past two years, Dr. Tormala has been an integral part of our district, leading with dedication, passion, and a commitment to excellence, and for that, we would like to extend a heartfelt thank you. We would like to express our sincere appreciation for her leadership and wish her a fulfilling and rewarding retirement.

While we will miss Dr. Tormala's leadership, we are confident in the capabilities of our administrative team to continue steering the district in a positive direction. The search for an interim Superintendent will commence promptly, and we are committed to ensuring a seamless transition as we embark on this new chapter.

Letter to WSD Family

Dear WSD Family:

I am writing to announce my sabbatical, effective immediately, as well as my retirement as superintendent of schools of the Wentzville School District, effective at the end of the current school year.

Serving this incredible district has been an immense honor. I am deeply proud of the work we have accomplished together. We've seen significant progress in student achievement, implemented a comprehensive facilities master plan, achieved success in staff recruitment and retention, increased school safety measures, made important revisions to the student code of conduct, while also increasing our communication and community engagement efforts.

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Sincerely,

Danielle
Dr. Danielle S. Tormala
Superintendent

Date: April 12, 2024

