

Agreement to Resolve Employment Status

For the purpose of concluding the employment of Andrew T. Melin (“Dr. Melin”) with the Greater Clark County Schools (the “School Corporation”), the parties agree as follows:

1. Resignation by Dr. Melin.

Dr. Melin completely resigns his employment with the School Corporation effective January 2, 2019. Dr. Melin’s resignation letter is attached to this Agreement and is incorporated herein by reference. Dr. Melin understands and agrees that upon submitting his signed resignation letter to the School Board, that his resignation notice shall become irrevocable.

2. Independent Consideration from the School Corporation.

In exchange for Dr. Melin’s submission of his irrevocable resignation notice, the School Corporation agrees to the following terms and conditions:

a.] The School Corporation will pay to Dr. Melin a one-time lump sum severance payment in the amount of One Hundred Eighty Thousand Dollars (\$180,000.00), subject to all applicable taxes and withholdings. Such severance payment shall be paid to Dr. Melin by no later than January 4, 2019.

b.] Dr. Melin may continue participating in the School Corporation’s group health, dental and vision insurance plans under the same terms and conditions as if he were actively working for the School Corporation up through June 30, 2019 or until Dr. Melin becomes eligible to participate in the health, dental and vision insurance plans of a new employer, whichever occurs first. If Dr. Melin has not secured alternative employment by June 30, 2019, then he may continue participating in the School Corporation’s group health insurance plan in accordance with COBRA commencing July 1, 2019;

c.] Dr. Melin may continue participating in the School Corporation's term life insurance plan under the same terms and conditions as if he were actively working for the School Corporation up through June 30, 2019. Effective July 1, 2019, Dr. Melin shall have the right to continue his term life insurance policy at his own expense if he would choose in accordance with the portability provisions of the School Corporation's term life insurance policy;

d.] Like other administrators, Dr. Melin shall be entitled to receive his per diem rate of pay for each unused vacation day (up to a maximum cap of 50 days) that he has accumulated as of the date of his separation from employment from the School Corporation. Any payment Dr. Melin is entitled to receive under this provisions shall be paid to him by no later than January 4, 2019.

e.] Each contract year, Dr. Melin earns seven (7) new personal leave days and five (5) new sick leave days. Like other administrators, Dr. Melin shall be paid \$150.00 per day for each unused sick leave day and each unused personal leave day that he earned during the 2018-2019 contract year. Any payment Dr. Melin is entitled to receive under this provisions shall be paid to him by no later than January 4, 2019.

3. Non-Disparagement and Reference Checks

The parties agree that the amicable resolution of Dr. Melin's employment status is in the best interest of the School Board, the School Corporation and Dr. Melin. To that end the parties agree that no party will disparage the other. For purposes of this non-disparagement provision, the "parties" will be defined as Dr. Melin and the Board of School Trustees of the Great Clark County Schools and its successors in interest.

Any information provided about Dr. Melin by the School Corporation to prospective employers of Dr. Melin shall be provided only by Teresa Perkins, the 2018 duly elected President of the School Board for the Greater Clark County Schools.

4. Mutual Release and Covenant Not to Sue

In exchange for the independent consideration provided in this Agreement, Dr. Melin, consistent with the EEOC's guidelines, RELEASES AND FOREVER DISCHARGES all claims, causes of action, liabilities and demands for relief of any kind against the School Corporation, its Board members, its administrators, employees, and agents, individually, and in their official and representative capacities, which Dr. Melin had, has, or may have on account of or arising out of his employment with the School Corporation, his separation from employment with the School Corporation, and all other matters occurring prior to the date of execution of this Agreement (regardless of whether such claims are presently known or unknown by Dr. Melin). Dr. Melin further covenants and agrees that he shall forever refrain from instituting or prosecuting any claim, demand, action or cause of action against the School Corporation, its Board members, its administrators, employees, and agents, individually and in their official and/or representative capacities, in connection with all matters related to his employment with the School Corporation, his separation from employment with the School Corporation, and all other matters occurring prior to the date of execution of this Agreement (regardless of whether such claims are presently known or unknown by Dr. Melin).

In exchange for the independent consideration provided in this Agreement, the School Corporation RELEASES AND FOREVER DISCHARGES all claims, causes of action, liabilities and demands for relief of any kind against Dr. Melin, which the School Corporation had, has, or may have on account of or arising out of Dr. Melin's employment with the School Corporation,

his separation from employment with the School Corporation, and all other matters occurring prior to the date of execution of this Agreement (regardless of whether such claims are presently known or unknown by School Corporation). The School Corporation further covenants and agrees that it shall forever refrain from instituting or prosecuting any claim, demand, action or cause of action against Dr. Melin in connection with all matters related to his employment with the School Corporation, his separation from employment with the School Corporation, and all other matters occurring prior to the date of execution of this Agreement (regardless of whether such claims are presently known or unknown by the School Corporation).

5. Acknowledgement.

Dr. Melin expressly agrees and acknowledges that (i) he understands the terms and conditions of this Agreement, (ii) he has knowingly and voluntarily entered into this Agreement, (iii) he has been advised by an attorney in connection with reviewing and entering into this Agreement or has otherwise been given the opportunity to consult with an attorney prior to entering into this Agreement, (iv) he has been given the opportunity to take at least twenty-one (21) days to review and consider the original draft of this Agreement before signing this Agreement, and (v) this Agreement, when signed by the School Corporation and Dr. Melin, is legally binding upon the School Corporation and Dr. Melin, as well as their heirs, assigns, successors in interest, executors, administrators, and agents, even if Dr. Melin has decided not to utilize the full twenty-one (21) days given him for that purpose.

6. Right of Revocation.

Dr. Melin may revoke this Agreement by giving written notice of such revocation at any time prior to seven (7) days following the date he signs this Agreement.

7. Full Agreement, Amendments, & Authors of this Agreement.

The parties agree that this Agreement constitutes the complete agreement of the parties on all issues relating to the employment of Dr. Melin by the School Corporation and the conclusion of that employment relationship. They therefore agree that:

a.] there are no promises or inducements to either party concerning the subject matter of this Agreement not specifically addressed in this Agreement;

b.] this Agreement may not and therefore will not be amended or supplemented without a subsequent written agreement signed by both the School Corporation and Dr. Melin making specific reference to the provision of this Agreement to be amended or supplemented; and

c.] if this Agreement must be interpreted and/or enforced by a court, both parties shall be considered to have had an equal opportunity to participate in the preparation of this Agreement and neither party shall be considered to be the sole or primary author of this Agreement.

Dr. Andrew T. Melin

Greater Clark County Schools

Board President

Attest:

Board Secretary

Approved by Dr. Andrew T. Melin
on December 24, 2018.

Approved by the Board at a public meeting on
December 24, 2018.

December 24, 2018

Members of the Board of School Trustees
Greater Clark County Schools
2112 Utica-Sellersburg Road
Jeffersonville, IN 47130

Dear Members of the Board of School Trustees:

I am hereby notifying you that I am resigning my employment with the Greater Clark County Schools effective January 2, 2019.

Sincerely,

Dr. Andrew T. Melin