

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims ("Agreement") is entered into by and between John Anderson ("Anderson"), Education Minnesota — Pelican Rapids ("Union"), and Independent School District No. 548, Pelican Rapids ("District").

WHEREAS, the District and the Union are parties to a collective bargaining agreement ("CBA") governing the general terms and conditions of employment for teachers who are employed by the District;

WHEREAS, the District employs Anderson as a teacher and proposed to discharge Anderson on June 3, 2015, pursuant to Minnesota Statutes section 122A.40, subdivision 13;

WHEREAS, Anderson requested a hearing in front of an Arbitrator on his proposed discharge, pursuant to Minnesota Statutes section 122A.40, subdivision 15;

WHEREAS, the parties selected Joseph Daly as the Arbitrator for this matter, and the arbitration was scheduled for October 14, 2015;

WHEREAS, in the absence of this Agreement, the parties would proceed to the arbitration hearing; and

WHEREAS, the parties desire to enter into this Agreement to avoid the expense of proceeding to arbitration;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants contained in this Agreement, including the relinquishment of certain legal rights and other valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

1. Rescission of Previous School Board Action. The District agrees to rescind the proposed discharge action taken by the School Board on June 3, 2015. The parties agree to jointly notify the Arbitrator of the settlement of this matter and cancellation of the arbitration hearing. Any cancellation fee submitted by the Arbitrator shall be split equally between the Union and the District.

2. Irrevocable Resignation. Anderson hereby voluntarily resigns from his employment with the District effective at the end of the day on October 31, 2015. Anderson's resignation is irrevocable once this Agreement is accepted by the District's School Board. Anderson will remain on paid leave until the end of the day

on October 31, 2015. While on leave, Anderson will remain available for any teaching duties the district may assign and will receive pay and benefits as if he were actively employed. The District will not pay any salary, or make any payment or contribution toward the premium for any type of insurance for Anderson or any of his dependents, for any period of time after October 31, 2015.

3. Contribution to Retirement Account. In accordance with Article III, Section 11 of the CBA, the District agrees to make a contribution of seven thousand, fifty dollars (\$7,050) to Anderson's Post Retirement Health Care Savings Plan ("PRHCSP") account on November 15, 2015. The District further agrees to make an additional contribution of eight thousand, four hundred and sixty dollars (\$8,460.00) to Anderson's PRHCSP account on September 1, 2016. The District shall make a final contribution of four thousand, two hundred thirty dollars (\$4,230.00) to Anderson's PRHCSP account on September 1, 2017.

4. No Further Claim to Compensation. This Agreement satisfies all obligations between Anderson and the District that arise out of or relate to his employment and resignation, and Anderson shall have no claim whatsoever to any compensation, benefits, or payments of any nature except as expressly stated in this Agreement. By entering into this Agreement, Anderson understands and agrees that he will not be entitled to compensation for any accrued and unused vacation days, sick leave, or any other form of leave.

5. Return of District Property. Anderson must immediately return any and all District property in his possession including, but not limited to, any keys, electronic devices, identification badges, and records that are the property of the District.

6. Release of Claims. The District has agreed to provide Anderson with certain benefits and privileges that he would not otherwise be entitled to receive in the absence of this Agreement. In consideration for those benefits and privileges, and as an inducement for the District to enter into this Agreement, Anderson hereby fully and completely releases, acquits, and forever discharges the District, its current and former School Board members, superintendents, officers, employees, agents, representatives, insurers, attorneys, and other affiliates from any and all liability for any and all damages, actions, or claims — regardless of whether they are known or unknown, direct or indirect, asserted or unasserted — that arise out of or related to any action, decision, event, fact, or circumstance occurring before Anderson signs this Agreement. Anderson understands and agrees that by signing this Agreement he is waiving any releasing any and all claims, complaints, causes of action, and demands of any kind that are based on or arise under any federal or state law, including but not limited to the federal and state constitutions, or any federal or state statutes, regulation, rule, or common law.

7. **Claims Not Waived.** By signing this Agreement, Anderson does not release or waive the following: (a) any rights or claims that are based on any events that occur after he signs this Agreement; (b) any right to institute legal action for the purpose of enforcing this Agreement; (c) any right to apply for unemployment compensation benefits, although the District may contest such application; (d) any claims arising under the Workers' Compensation Act, although the District or its insurer may contest such claims; or (e) any right to file a charge with a governmental agency, including the Equal Employment Opportunity Commission, although the District may contest such a charge and Anderson agrees that he will not be able to recover any award of compensation, damages, or any other monies if he files a charge or complaint or has a charge or complaint filed on his behalf with any federal, state, or local government agency.

8. **Acceptance Period.** Anderson has the right to review and consider this Agreement for a period of twenty-one (21) calendar days after receiving it. Anderson is advised to seek the advice of legal counsel regarding this Agreement. If Anderson signs this Agreement before twenty-one (21) calendar days have elapsed from the date on which he first received a copy of the Agreement to review, he will voluntarily be waiving his right to the twenty-one (21) day review period.

9. **Revocation under the ADEA.** Anderson recognizes that by signing this Agreement he is waiving and releasing any employment discrimination, retaliation, or other claims that he might have under the Age Discrimination in Employment Act ("ADEA"). After Anderson signs this Agreement, he will have seven (7) calendar days to revoke his waiver and release of any claims arising under the ADEA. This right of revocation applies only to claims arising under the ADEA. For a revocation of claims under the ADEA to be effective, it must be delivered to the District's Superintendent, Deborah Wanek, 310 S. Broadway, PO Box 642, Pelican Rapids, MN 56572, either personally or by United States mail within the seven-day period. If delivered by mail, the revocation must be postmarked within the seven-day period, properly addressed to Superintendent Wanek, and sent by certified mail, return receipt requested.

10. **Rescission under the MHRA.** Anderson recognizes that by signing this Agreement he is waiving and releasing any employment discrimination and retaliation claims that he might have under the Minnesota Human Rights Act ("MHRA"). Under the MI-IRA (Minnesota Statutes section 363A.31), Anderson has the right to rescind his claims in writing within fifteen (15) calendar days after signing it. This right of rescission applies only to claims arising under the MTIRA. For a rescission of claims arising under the MHRA to be effective, it must be delivered to the District's Superintendent, Deborah Wanek, 310 S. Broadway, PO Box 642, Pelican Rapids, MN 56572, either personally or by United States mail within the fifteen-day period. If delivered by mail, the revocation must be postmarked within the fifteen-day period, properly addressed to Superintendent Wanek, and sent by certified mail, return receipt requested.

11. Effect of Rescission or Revocation. If Anderson rescinds or revokes any part of the Release of All Claims, the District will not be obligated to make the payments set forth in Paragraph 3. The remainder of this Agreement and Release of Claims will remain in full force and effect.

12. Waiver of Right to File Grievance. Anderson and the Union hereby waive any right they may have, either individually or collectively, to file a grievance or pursue any other action against the District pursuant to the present or any future collective bargaining agreement between the District and the Union regarding any matter arising out of or relating to Anderson's employment with the District, including his resignation and separation of employment.

13. No Precedent or Past Practice. Nothing in this Agreement may be deemed to establish a precedent or practice or to alter any existing precedent or practice arising out of or relating to any collective bargaining agreement between the District and the Union. No party may refer to this Agreement or submit it in any proceeding or case as evidence of a precedent or past practice.

14. Private Data. Anderson acknowledges that in the course of his employment he has had access to educational data, which are private under federal and state law. Anderson may not disclose or make such information available to any third person, unless specifically authorized to do so by Court order or by the District's Superintendent.

15. Voluntary Agreement. The parties acknowledge that no person exerted undue pressure on them to sign this Agreement. Each party is voluntarily choosing to enter into this Agreement because of the benefits that are provided under this Agreement.

16. Choice of Law, Forum, and Severability. This Agreement is governed by the laws of the State of Minnesota regardless of Anderson's domicile or status as a resident of Minnesota or any other state. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.

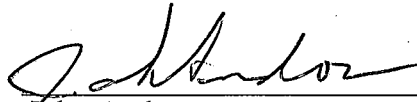
17. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to Anderson's employment with the District and his resignation. This Agreement supersedes any inconsistent provisions in any other document, including, but not limited to, the collective bargaining agreement, any applicable school district policies, and any handbook provisions covering Anderson's employment. No party has relied upon any statements, promises, or representations that are not stated in this document. No changes to this Agreement are valid unless they are in writing and signed by all parties. A copy of this Agreement has the same legal effect as the original.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below.

By signing below, each party specifically acknowledges that it has read this Agreement; that it has been advised to review the terms of this Agreement with legal counsel; and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

EMPLOYEE

Date: 10-14-2015



John Anderson

EDUCATION MINNESOTA - PELICAN RAPIDS

Date: 10-20-15



Union Representative

INDEPENDENT SCHOOL DISTRICT NO. 548

Date: _____

School Board Chair

Date: _____

School Board Clerk

RASW: 42562