

**EARLY SEPARATION AGREEMENT  
(Certified Employees)**

THIS EARLY SEPARATION AGREEMENT (hereinafter "Agreement") is entered into on this \_\_\_ day of \_\_\_\_\_, 2009, by and between the St. Charles R-VI School District (hereinafter "School District"), and \_\_\_\_\_ (hereinafter "Employee").

WHEREAS, Employee is and has been a certified employee of the School District; and

WHEREAS, Employee meets all of the requirements for early separation from employment with the School District; and

WHEREAS, Employee has timely requested the benefits of early separation from employment with the School District; and

WHEREAS, Employee intends to take early separation from employment and to relinquish Employee's rights to future employment with the School District, and the School District intends to grant early separation from Employee's employment with the School District.

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

1. Employee hereby submits Employee's irrevocable letter of resignation and notice of intent to retire, effective at the end of the 2009-2010 school year. A copy of Employee's letter of resignation and notice of intent to retire is attached hereto as Exhibit A.

2. The School District agrees to pay the insurance premiums up to \$7,000 per year for individual health and dental coverage under the District's group health insurance plan for the Employee for a period of \_\_\_\_\_ years in accordance with Board policy. Upon the termination of the benefit period, the payment of the insurance premiums for health and dental coverage becomes the sole responsibility of the former Employee. In lieu of payment of insurance premiums, Employee may elect payment of \$7,000 cash per year for a period of \_\_\_\_\_ years in accordance with Board policy.

3. Employees acknowledges and understands that all payments made pursuant to this Agreement are taxable as wages and will be subject to all deductions required by law. Employee further acknowledges, understands, and agrees that Employee is solely responsible for obtaining advice from his/her own attorney and/or tax preparer regarding the legal effect and tax consequences of entering into and receiving payments under this Agreement.

4. The payments made under this Agreement shall be for settlement of any and all claims Employee may have against the District, including the District's affiliates and subsidiaries, together with their respective members, directors, officers, agents, and employees, and their attorneys, including but not limited to, claims for compensatory damages, emotional distress, loss of reputation, humiliation, embarrassment, costs, expenses, and attorney's fees.

5. Employee hereby releases, remises, and forever discharges the School District, the Board of Education, and their affiliates and subsidiaries, together with their respective members, directors, officers, agents, and employees, including their attorneys, whether in their respective individual or official capacities, from any and all claims or other causes of action he/she may have against them, including, but not limited to, any alleged rights or claims arising under the Americans with Disabilities Act, 42 U.S.C. § 12101 *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C. § 621 *et seq.*; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, as amended by the Civil Rights Act of 1991, 42 U.S.C. § 1981a; the Rehabilitation Act of 1973, 29 U.S.C. § 791 *et. seq.*; the Missouri Human Rights Act, Mo. Rev. Stat. § 213.010 *et seq.*; the Missouri Teacher Tenure Act, Mo. Rev. Stat. §§ 168.102 -.130; any other alleged employment discrimination, breach of express or implied contract, or breach of covenant of good faith and fair dealing; or any other violation of federal, state, or local statutory or common law, relating to or arising out of Employee's employment with the School District, or his/her separation from employment with the School District, up to and including the effective date of his/her resignation.

6. Employee 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 any of the District's affiliates or subsidiaries, together with any of their respective officers, directors, agents, or employees, or their attorneys, asserting any claim released by Employee in paragraph 5 of this Agreement, other than an action to enforce Employee's rights under this Agreement. If Employee enters into any action in violation of this paragraph 6, all payments required under paragraph 2 of this Agreement shall cease as of the date the District receives notice of such violation, and Employee shall further (1) forfeit and/or repay to the District one-half of all amounts previously paid pursuant to paragraph 2 of this Agreement, and (2) pay all legal costs, including attorneys' fees, incurred by the District, its affiliates and subsidiaries, and their respective officers, directors, agents, and employees, or their attorneys, in defending against such action.

7. Employee further agrees that in the event any person or entity brings a charge, claim, complaint, or action asserting any claim released by Employee in paragraph 5 of this Agreement, Employee shall waive any right to recovery in connection with such charge, claim, complaint, or action, and shall exercise a good faith attempt to have such charge, claim, complaint or action dismissed.

8. Employee has been given forty-five (45) days in which to consider the terms of this Early Separation Agreement. Employee further acknowledges that this Early Separation Agreement has been reviewed in detail with Employee and that its language and intended effect have been explained, and that Employee has had a full and fair opportunity to review this Early Separation Agreement with legal counsel of Employee's choice prior to executing the Agreement. Employee also acknowledges that no promise or representation has been made to Employee by any representative of the School District to induce Employee to enter into this Early Separation Agreement (except as specifically set forth herein), and that he/she has voluntarily entered into this Separation Agreement of his/her own free will based only upon the terms and conditions set forth herein.

9. Failure to complete Employee's Final Year Contract with the School District will result in a prorated reduction in the benefits paid for those days not compensated during the Final Year Contract, except as may be otherwise required by law or approved by the Board.

10. In the event of death of Employee at any time prior to final payment of all premiums or cash option payments provided herein, this benefit shall terminate immediately upon death of Employee and no further payment of premiums or payment under the cash option will be made by the School District.

11. Employee may, upon written notice to the School District, revoke this Early Separation Agreement within a period of seven (7) days, such period to commence on the day Employee executes this Agreement, and this Agreement shall not become effective or enforceable until this period has expired.

12. The provisions of this Agreement will be governed by the laws of the State of Missouri.

13. 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.

14. This Agreement constitutes the entire agreement between Employee 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.

15. This Early Separation Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Early Separation Agreement as of the day and year first above written.

**CERTIFIED EMPLOYEE**

\_\_\_\_\_  
Employee Date: \_\_\_\_\_

**ST. CHARLES R-VI SCHOOL DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President, Board of Education

Attest: \_\_\_\_\_ Date: \_\_\_\_\_  
Secretary, Board of Education

**EXHIBIT A**

Board of Education  
St. Charles R-VI School District  
400 North Sixth Street  
St. Charles, Missouri 63301

I, \_\_\_\_\_, hereby submit my irrevocable letter of resignation and notice of intent to retire effective at the end of the 2009-2010 school year, for the purpose of accepting early separation from my employment with the St. Charles R-VI School District.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Employee's Printed Name

\_\_\_\_\_  
Date of Signature