

## RESIGNATION AGREEMENT AND RELEASE OF ALL CLAIMS

This Resignation Agreement and Release of All Claims (“Agreement”) is entered into by and between R B (“Mr. B”) and Augsburg Fairview Academy (“Academy”). Mr. B and the Academy are hereinafter collectively referred to as “the parties.”

WHEREAS, the Academy currently employs Mr. B as a teacher;

WHEREAS, Mr. B has expressed a desire to resign effective immediately;

WHEREAS, Mr. B and the Academy mutually desire to conclude their employment relationship in an amicable manner and to ensure that no potential claims or conflicts arise;

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants contained in this Agreement, including the relinquishment of certain legal rights, the parties hereby agree as follows:

1. **Irrevocable Resignation.** Mr. B hereby voluntarily resigns from his employment with the Academy, effective immediately. Mr. B understands and agrees that his resignation applies to any and all assignments with the Academy and that his resignation is irrevocable upon his signing this Agreement. The Academy hereby accepts Mr. B’s irrevocable resignation.
2. **Payment.** In consideration of Mr. B’s Release of All Claims set forth in paragraph 12, the Academy agrees to pay a lump sum payment of five thousand, ninety-two dollars and fifty cents (\$5092.50) to Mr. B within ten (10) days after the rescission period set forth in paragraph 15 expires. Mr. B agrees to be solely responsible for and legally bound to make payment of the taxes, if any, which are determined to be owed (including any penalties and interest related thereto) by any taxing authority on the payment. Mr. B acknowledges that the Academy has not made any representations regarding the tax treatment of the monies paid pursuant to this Agreement, and Mr. B is solely responsible for determining the tax consequences for such payment and for paying taxes that may be owed with respect to such payment.

3. **Insurance Benefits.** For the months of September, October, November, and December of 2012 and January of 2013, the Academy will make the same contribution toward the monthly premium for Mr. B's group health insurance that it currently makes, which is \$676.26 per month. After January, 2013, Mr. B's insurance benefits will lapse subject to his right to continue receiving insurance benefits at his own expense under COBRA.
4. **TRA Benefits.** The parties understand and agree that any benefits that Mr. B may expect to receive from TRA or from the Academy's insurance carriers, including the impact of his resignation on such benefits, are matters that are strictly between Mr. B and representatives of the agencies and entities directly providing those benefits. The Academy shall have no responsibility or liability for such matters, and Mr. B hereby releases, indemnifies, and holds the Academy harmless as to any disputes, claims, or any other matters arising out of the receipt of TRA and insurance benefits or payments.
5. **No Further Claim to Compensation or Benefits.** This Agreement completely satisfies any and all obligations between the parties that arise out of or relate to Mr. B's employment with the Academy. Except as stated in this Agreement, Mr. B shall have no claim to any compensation, payments, incentives, or employment benefits from the Academy. Mr. B hereby waives and relinquishes any and all rights to any compensation, payments, incentives, or employment benefits that are not specifically described in this Agreement.
6. **Reason for Resignation.** The parties agree that the specific reason for this Agreement is to conclude their employment relationship in an amicable manner and to ensure that no potential claims or conflicts arise. In the event that the Academy receives any inquiries about why he has resigned, Mr. B hereby authorizes the Academy to state that Mr. B has decided to pursue other avenues of interest and revenue.
7. **Letter of Recommendation.** Following the School Board's approval of this Agreement, Executive Director Bart Johnson will provide to Mr. B an accurate letter of recommendation in the form of Exhibit 1 to this Agreement.
8. **Classification of Data.** The parties understand that this Agreement is public data in accordance with Minnesota Statutes Section 13.43, subdivision 2(a)(6) (2012).

9. **Data Privacy.** Mr. B acknowledges that in the course of his employment he has had access to educational data and personnel data, which are generally private under federal and state law. Mr. B may not disclose or make such private data available to any third person, unless specifically authorized to do so by court order or by the Academy Board of Directors.
10. **Release of All Claims.** The Academy has agreed to provide Mr. B 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 Academy to enter into this Agreement, Mr. B hereby fully and completely releases, acquits, and forever discharges the Academy, its current and former School Board members, 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 relate to any action, decision, event, fact, or circumstance occurring before Mr. B signs this Agreement. Mr. B understands and agrees that by signing this Agreement he is waiving and releasing any and all claims, complaints, causes of action, and demands of any kind that are based on any federal or state law, including but not limited to any constitution, statute, regulation, rule, or common law, unless such claims are specifically excluded in the following paragraph of this Agreement.
11. **Claims Not Waived.** By signing this Agreement, Mr. B 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; (d) any claims arising under the Workers' Compensation Act, although the Academy 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 ("EEOC"), although the Academy may contest such a charge and Mr. B 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.
12. **Acceptance Period.** Mr. B has the right to review and consider this Agreement for a period of twenty-one (21) calendar days after receiving it. Mr. B is advised to seek the advice of legal counsel regarding this Agreement. If Mr. B signs this Agreement before twenty-one (21) days have elapsed from the date on which he first received a copy of the Agreement to review, he will be voluntarily waiving his right to the twenty-one (21) day review period.

13. **Rescission Under the MHRA.** Mr. B recognizes that by signing this Agreement, he is specifically waiving and releasing any employment discrimination and retaliation claims that he might have under the Minnesota Human Rights Act (“MHRA”). Under the MHRA (Minnesota Statutes Section 363A.31), Mr. B has the right to rescind his release of claims in writing within fifteen (15) calendar days after signing it. Such a rescission would be limited to any claims arising under the MHRA. All other terms and conditions of this Agreement and the release of all claims contained herein would remain in full force and effect. For a rescission of claims arising under the MHRA to be effective, it must be delivered to **Bart Johnson**, Executive Director, 2504 Columbus Ave., Minneapolis, MN 55404, either personally or by United States mail within the fifteen-day period. If delivered by mail, the rescission must be postmarked within the fifteen-day period, properly addressed to **Bart Johnson**, and sent by certified mail, return receipt requested.
14. **Rescission Under the ADEA.** After Mr. B signs this Agreement, he will have seven (7) calendar days during which time he may rescind his waiver and release of any claims arising under the Age Discrimination in Employment Act (“ADEA”). Mr. B understands that this particular right of rescission applies only to claims he may have arising under the ADEA. For a rescission of claims under the ADEA to be effective, it must be delivered to **Bart Johnson**, Executive Director, 2504 Columbus Ave., Minneapolis, MN 55404, either personally or by United States mail within the seven-day period. If delivered by mail, the rescission must be postmarked within the seven-day period, properly addressed to **Bart Johnson**, and sent by certified mail, return receipt requested.
15. **Effect of Rescission.** If Mr. B rescinds or revokes any part of the Release of All Claims contained in this Agreement, Mr. B’s resignation will remain in effect, but the Academy will have no obligation to make the payments described in Paragraphs 2 and 3.
16. **No Wrongdoing.** The parties are entering into this agreement in order to ensure a clean separation of employment between Mr. B and the Academy. This Agreement may not be construed as an admission of liability or wrongdoing by or on behalf of Mr. B, the Academy or any party identified in interest with the parties.

17. **No Disparagement.** Mr. B affirmatively states that the Academy has in all respects treated him fairly and appropriately to his employment and resignation from the Academy. The Academy affirmatively states that Mr. B has acted in accordance with paragraph 7 of this agreement and Exhibit 1 attached to this agreement. Accordingly, for a period of three (3) years from the date of this Agreement, Mr. B agrees not to make or encourage others to make any disparaging comments or statements about the Academy, its School Board, its individual Board members, or its employees, agents, representatives, insurers, attorneys, or other affiliates, including but not limited to, postings on social media like Facebook. If Mr. B violates this provision, he will be required to pay the Academy two thousand dollars (\$2000.00) in liquidated damages for each violation and any attorney fees incurred by the Academy in recovering any damages from Mr. B. This provision shall not be construed to prevent Mr. B from truthfully responding to any questions that are asked of him in connection with any legal proceeding. Furthermore, for a period of three (3) years from the date of this Agreement, the Academy and its School Board agree not to make or encourage others to make any disparaging comments or statements about Mr. B, including but not limited to, postings on social media like Facebook. If the Academy and its School Board violate this provision, the Academy and/or its School Board will be required to pay Mr. B two thousand dollars (\$2000.00) in liquidated damages for each violation and any attorney fees incurred by Mr. B in recovering any damages from the Academy and/or its School Board. This provision shall not be construed to prevent the Academy and/or its School Board from truthfully responding to any questions that are asked of them in connection with any legal proceeding.
18. **Responsibility for Costs.** Each party shall be responsible for its own costs, expenses, and any attorney fees associated with this Agreement.
19. **Equal Drafting.** In the event either party asserts that a provision of this Agreement is ambiguous, the Agreement must be construed to have been drafted equally by the parties.
20. **Choice of Law and Severability.** This Agreement shall be governed by the laws of the State of Minnesota regardless of whether any change occurs in Mr. B's domicile or status as a resident of Minnesota. If any part of this Agreement is construed to be in violation of any law, the remaining portions shall remain in full force and effect.

21. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to Mr. B's resignation and separation of employment from the Academy. No party has relied upon any oral statements or promises that are not set forth in this document. No changes to this Agreement are valid unless they are in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below. This Agreement shall not become effective unless and until it is approved by the Board of Directors of the Academy.

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

**EMPLOYEE**

Date: \_\_\_\_\_  
\_\_\_\_\_ R B

**AUGSBURG FAIRVIEW ACADEMY**

Date: \_\_\_\_\_  
\_\_\_\_\_ Chair of the Board of Directors

Date: \_\_\_\_\_  
\_\_\_\_\_ Secretary of the Board of Directors