

SEPARATION AND RELEASE AGREEMENT

Aron Dody (“Dody”) and the Board of Education (“Board”) of Unified School District No. 417 (“District”), Morris County, Kansas, are the Parties to this Agreement. To resolve any differences between them in an expeditious manner while each acting in their own best interest, the Parties knowingly and voluntarily agree as follows.

WITNESSETH:

WHEREAS discussions between Dody and the Board, in person and through their representatives, have resulted in the Parties reaching this separation agreement to resolve all issues which have existed and may exist between them.

THEREFORE, the Board and Dody agree to each and all of the following:

1. By signing this Agreement, Dody provides his resignation as Superintendent, effective immediately.
2. The District will continue to pay Dody his salary and all benefits due under his contract, including the full amount the District would otherwise have contributed to his KPERS account, on regular payroll dates through June 30, 2023.
3. Dody will be covered under the District’s Dental Insurance Policy through July 31, 2023.
4. Pursuant to this Agreement, the District will pay Dody a lump sum of \$115,000. This lump sum payment will also be made on July 5, 2023.
5. These lump sum payments by the District to Dody are made as settlement payments in exchange for this Separation Agreement and not as salary or employment compensation.
6. The District makes no representations regarding the tax consequences of the lump

sum payments, and Dody will receive a 1099 form from the District for payments pursuant to the Separation Agreement.

7. The Board agrees to release Dody from his contract as of the date this Agreement is signed.

8. Dody will return all District property assigned to him except his District issued cell phone and laptop, and retrieve personal belongings from his office, including copies of personal information saved in his District email account and on his work computer, at a mutually agreeable time within three days of complete execution of this Separation Agreement. The cell phone and laptop Dody will retain will first be cleared of all District information by District IT personnel.

9. In exchange for this Agreement and the stated valuable consideration, Dody for himself and on his behalf and on behalf of his heirs, executors, administrators, assigns, and successors, irrevocably waives, releases, and discharges any civil, criminal, or equitable action, right, or cause of action for monetary or equitable relief; any charge, complaint, or grievance with any governmental agency, court, or otherwise; or any claim for any relief, including damages, lost wages, declaratory, monetary, or other relief against the Board of Education, the District, its Administrators, or other district employees arising out of his employment with the District to the date of this Agreement. Dody also releases any claims against the Board of Education, the District, its Administrators, or other district employees that might accrue in the future relating to Dody' employment with the Board and District, or the termination of such employment, if such claims can be waived under relevant law. Collectively, these actions, claims, and grievances are referred to as the "Released Actions." "Released Actions" does not include any action whose purpose is to enforce the terms of this Agreement. Except as provided

in Paragraphs 2 through 8, this Agreement irrevocably waives, releases, and bars all Released Actions by Dody against the Board and District, including, but not limited to, claims for back pay, front pay, wages, additional sums, damages, breach of contract, intentional torts, other torts, accident, or injury, whether currently known or unknown. Further, this Agreement irrevocably waives, releases, and bars all common law claims and all claims arising under federal, state, and local statutes, regulations, and ordinances, including, but not limited to, the National Labor Relations Act, as amended; Title VII of the Civil Rights Act of 1964, as amended; any state civil or human rights act; 42 U.S.C. § 1981; the Americans with Disabilities Act, as amended; the Rehabilitation Act of 1973; the Worker Adjustment and Retraining Notifications Act, as amended; the Age Discrimination in Employment Act, as amended; the Older Worker Benefit Protection Act, as amended; the Family and Medical Leave Act, as amended; the Fair Labor Standards Act, as amended; any state wage payment law; the Employee Retirement Income Security Act; claims for retaliatory discharge under any state workers' compensation act; or any alleged contractual right or right under any employee benefit plan, excepting only vested retirement benefits as provided by law. The release provided herein is a general release.

10. In exchange for this Agreement and the stated valuable consideration, the District, its Board of Education, Board members, and its Administrators forever release Dody, his heirs, executors, and assigns from any other claims, counts, causes of action, demands, liabilities, promises, obligations, agreements, suits, and rights of every kind or nature, whether now known or discovered in the future, arising from or relating to his employment with the District, or his resignation.

11. The Parties agree to a mutual Confidentiality clause, to prohibit disclosure of any details concerning Dody's employment or separation beyond the members of the Board, the

Board Clerk, any District staff members who need to know to process payment of consideration provided for herein, and counsel for the Parties, except as may be required by, or to comply with the terms of this Separation and Release Agreement, the Kansas Open Record Act, the Kansas Open Meetings Act, or by State law. Specifically, details of the resignation, reasons for the resignation, and separation agreement, and details of the Agreement will not be disclosed by the Board of Education or the Board Clerk to anyone outside of the Board of Education executive session, including no disclosure to any District employee, unless otherwise required by law. One specific exception will be the placement of this Agreement on the Board of Education's meeting for June 19, 2023, as an agenda item for consideration.

12. The Parties mutually agree they are prohibited from making any disparaging comment, remark, statement, or posting about each other to District personnel, students, parents, or patrons; individual or business members of the community; any news outlet; social media; any person or entity outside the District; or to any potential employer for Dody; concerning Dody's employment with the District, his resignation, or this Agreement. This non-disparagement agreement specifically applies to Dody; all Board Members; all District office staff; the Board Clerk; and District Administrators prohibiting them from making any disparaging remarks against either Party.

13. The Parties agree the only information the District will disclose regarding Dody's employment is his dates of employment, levels of pay, job description and duties, wage history, and that his employment ended by a settlement agreement.

14. The consideration for this Agreement is real and adequate and is the only consideration for this Agreement.

15. This Agreement is not intended to and does not constitute an admission of liability

or wrongdoing by either party.


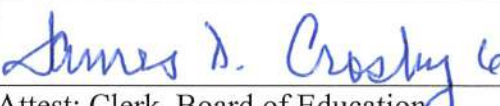
16. This Agreement contains the entire understanding of the Parties regarding its subject matter, and no oral statements or agreements made to the contrary shall supersede or be incorporated into this contract. Furthermore, the Parties agree this Agreement may not be changed except by written instrument signed by all Parties.

17. This Agreement shall be deemed to have been made in the state of Kansas; shall be interpreted and enforced in accordance with the laws of the State of Kansas. Any action seeking interpretation or enforcement of its terms shall be brought in the State of Kansas without regard to where the cause of action arose.

18. Dody and the Board each acknowledge they have read the full contents of this Agreement and understand this Agreement constitutes a contract. Both Dody and the Board have had the opportunity to consult with legal counsel and enter into this Agreement voluntarily.

19. If any part or provision in this Agreement is found to be illegal or unenforceable, that provision will be severed from this Agreement and all other provisions shall remain fully binding and legally enforceable.

IN WITNESS THEREOF, the parties have executed and delivered this Agreement on this 19th day of June 2023.

<hr/> Aron Dody Date	 6/19/23 Board President For the Board of Education USD 417 Morris County, Kansas Date
-	 6/19/23 Attest: Clerk, Board of Education for Unified School District 417 Date

