SETTLEMENT AGREEMENT AND GENERAL RELEASE OF CLAIMS

This Settlement Agreement and General Release of Claims ("Agreement") is entered into by and between Shelly Swedeen (referred to throughout this Agreement as "Employee") and Greenway School ISD #316 (referred to throughout this Agreement as "Employer"). This Agreement will be effective as of the last day of the rescission period set forth in Section 5 below, provided Employee does not rescind the Agreement.

RECITALS

1. Employee was employed by Employer on an at-will basis from approximately March 23, 1998 through August 25, 2026.

2. Employee and Employer desire to settle fully, finally and completely any and all differences between them including, but not limited to, all claims that Employee may have otherwise had against Employer arising out of Employee's employment with Employer or the termination of the employment relationship.

NOW, THEREFORE, in consideration of the promises, representations and consideration exchanged herein, which both parties acknowledge is sufficient, Employee and Employer agree as follows:

TERMS & CONDITIONS

1. Payment of Consideration: Provided Employee does not rescind this Agreement as set forth in Section 5 below, Employee shall be paid the gross sum of $100.00 in exchange for Employee's promises contained in this Agreement including, but not limited to, Employee's Discharge, Release of Claims and Agreement Not to Sue contained in Section 2 below. This payment is being made in full, complete and final settlement of any and all Claims which Employee has, or may have had, against Employer or any of the other Releasees identified in Section 2. Employee acknowledges and agrees that she is solely responsible for any and all tax obligations, if any, that may arise as a result of this payment. Employee agrees to indemnify and hold Employer and the other Releasees harmless from and against any and all loss, damage, tax liability, interest and/or penalties imposed on them by the Internal Revenue Service, the Minnesota Department of Revenue, or any other state or local taxing authority arising out of this payment, and from and against any cost or expense (including, but not limited to, court costs and attorneys' and accountants' fees) which they may suffer, sustain, or become subject to in connection with or arising out of any such loss, damage, tax liability, interest or penalty.

   Employee agrees that, without this Agreement, she would not be entitled to receive this payment. Employee also agrees that she has been paid all wages, bonuses, expense reimbursements, paid time off, and/or other compensation due and owing to Employee through her last day of employment, and that Employee is not entitled to receive any other payment or compensation from Employer except as stated in this Agreement.

   If Employee does not rescind this Agreement as set forth in Section 5 below, the foregoing payment will be mailed to the Employee at the address listed below within 14 days following the issuance of an Award on Stipulation by the Office of Administrative Hearings approving the separate workers' compensation settlement.

2. Discharge, Release of Claims and Agreement Not to Sue. Except as limited by this Agreement, Employee, on behalf of herself, and her agents, representatives, attorneys, assignees, heirs, executors, administrators, personal representatives and anyone else claiming to act on Employee's behalf, agrees not to sue and to release and forever discharge Employer and its past, present and future parents, subsidiaries, affiliated companies, owners, members, shareholders, attorneys, employees, agents, representatives, contractors, insurers, officials, officers, directors, advisors, assignees and successors (collectively referred to as "Releasees" in this Agreement), from any and all claims, demands, lawsuits, complaints, charges, grievances, and actions of any type (individually referred to as "Claim" and collectively referred to as "Claims" in this Agreement), whether Employee knows about or suspects such Claims or not, which Employee may have as of the date Employee signs this Agreement.

EMPLOYEE UNDERSTANDS AND AGREES THAT THIS MEANS THAT ANY AND ALL CLAIMS THAT EMPLOYEE HAS OR MAY HAVE AGAINST EMPLOYER OR ANY OF THE OTHER RELEASEES AS OF THE DAY EMPLOYEE SIGNS THIS AGREEMENT, WHETHER OR NOT EMPLOYEE KNOWS ABOUT OR SUSPECTS SUCH CLAIMS, ARE BEING FULLY WAIVED AND RELEASED, AND THAT EMPLOYEE IS AGREEING NOT TO BRING A LAWSUIT OR CLAIM EXCEPT AS ALLOWED BY SECTION 4 BELOW.

THIS DISCHARGE, RELEASE OF CLAIMS AND AGREEMENT NOT TO SUE SPECIFICALLY INCLUDES ANY AND ALL CLAIMS ARISING, OR WHICH MAY HAVE ARISEN, OUT OF OR IN CONNECTION WITH EMPLOYEE'S WORK-RELATED INJURY, EMPLOYMENT WITH EMPLOYER, OR THE TERMINATION OF THE EMPLOYMENT RELATIONSHIP. FOR EXAMPLE, THIS INCLUDES, BUT IS NOT LIMITED TO:

(A) Any and all Claims for defamation, libel, slander, assault, battery, negligent or intentional infliction of emotional distress, negligence (including, for example, negligent hiring, retention, selection, or supervision), invasion of privacy, breach of contract (whether express or implied, written or oral), unpaid wages or commissions, interference with contract and/or prospective business advantage, violation of public policy, promissory or equitable estoppel, fraud or misrepresentation, wrongful discharge, constructive discharge, discrimination, harassment, violation of whistleblower protection laws, retaliation, breach of fiduciary unjust enrichment, quantum meruit, attorneys' fees, penalties, costs, and any other theory, whether legal or equitable.

(B) Any and all Claims under any federal, state or local statute, ordinance, or regulation, and/or state or federal common law, whether legal or equitable, to the extent Employee and Employer otherwise would have been covered by such statute, ordinance, regulation, or law. This includes, for example, and any all Claims under Title VII of the Civil Rights Act, the Americans with Disabilities Act and Americans with Disabilities Act Amendments Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Minnesota Human Rights Act, the Minnesota Whistleblower Protection Act, the Minnesota Drug & Alcohol Testing in the Workplace Act, the Minnesota Workers' Compensation Act, Minnesota Statute § 176.82, the Minnesota and Federal Fair Labor Standards Acts, Minnesota Statutes Chapter 177 and 181, the Minnesota Wage Theft Prevention Act, the Minnesota Earned Sick and Safe Time law, the Minnesota Women's Economic Security Act, the Minnesota Equal Pay for Equal Work law, the Genetic Information Nondiscrimination Act, the Federal and Minnesota Occupational Safety and Health Acts, the Employee Retirement Income Security Act, and the Worker Adjustment and Retraining Notification Act.

3. Older Workers Benefit Protection Act. Employee understands and is advised that the above Discharge, Release of Claims and Agreement Not to Sue is subject to the terms of the Older Workers Benefit Protection Act of 1990 ("OWBPA"). The OWBPA provides that an individual cannot waive a right or claim under the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), unless the waiver is knowing and voluntary. Employee is advised of this law and hereby acknowledges and agrees that she is signing this Agreement (and, therefore, the Discharge, Release of Claims and Agreement Not to Sue) voluntarily, and with full knowledge of its consequences. In addition, Employee acknowledges and agrees as follows:

(A) Employee's Discharge, Release of Claims and Agreement Not to Sue applies to any and all rights which Employee ever had, now has, or may have had under the ADEA, the Minnesota Human Rights Act, and all other laws dealing with age discrimination. This means that Employee is waiving her right, if any, to file a claim for age discrimination against Employer or any of the other Releasees, except that Employee is not prevented from participating in an Equal Employment Opportunity Commission ("EEOC") or similar state or local human rights department investigation or proceeding, and Employee is not prevented from bringing a charge before the EEOC or similar state or local human rights department. Employee is waiving her right to recover individual relief or money damages in connection with any such EEOC or other human rights department matter.

(B) Employee's Discharge, Release of Claims and Agreement Not to Sue does not apply to any rights or claims which Employee may have under the ADEA or other applicable laws that arise as a result of events that occur after she signs this Agreement.

(C) **Employee is advised to consult with an attorney of her choice prior to signing this Agreement** and Employee agrees that she has had ample opportunity to do so.

(D) Employee has twenty-one (21) days from the date she received this Agreement in order to consider whether to sign the Agreement. **If Employee chooses to sign this Agreement before the end of the twenty-one (21) day period, it will be Employee's personal, voluntary decision to do so, and will be done with full knowledge of Employee's legal rights and based upon a complete consultation**

with her attorney. Employee agrees that material and/or immaterial changes to this Agreement will not restart the running of this 21-day consideration period.

4. Exclusions from Discharge, Release of Claims and Agreement Not to Sue. Employee's Discharge, Release of Claims and Agreement Not to Sue is not intended to waive any rights or Claims that, by law, cannot be waived, and is not intended to waive Employee's rights, if any, to bring a claim for any of the following: COBRA or state insurance continuation rights; unemployment benefits; vested benefits under any applicable qualified or nonqualified benefit plan; to enforce the terms of this Agreement; or to assert claims that are based on events that occur after the date Employee signs this Agreement. Employee also is not precluded from participating in an Equal Employment Opportunity Commission ("EEOC") or similar state or local human rights department investigation or proceeding or from bringing a charge before the EEOC or similar state or local human rights department, although Employee is waiving her right to recover individual relief or money damages in connection with any such matter. Employer reserves any and all defenses and/or offsets, if any, it might have to any of these claims.

5. Rescission Period. Employee understands that she may nullify and rescind (revoke) this Agreement at any time within fifteen (15) calendar days from the date of her signature below by indicating her desire to do so in writing and delivering that writing by hand or by certified mail, return receipt requested, to Attorney William Moody, 2355 Highway 36 West, Suite 300, Roseville, Minnesota 55113. Employee understands that if she rescinds this Agreement, then this entire Agreement is rescinded, with the exception of a separate workers' compensation settlement, and Employer will not pay the payment set forth in Section 1 of this Agreement and will not be bound by any of its other commitments contained in this Agreement.

6. Employee Has Not Brought Any Claims. Employee affirms that Employee is not aware of any facts that would support a legal claim against Employer or any of the other Releasees, other than Employee's underlying Worker's Compensation claim. Employee confirms that, as of the date she signs this Agreement, and other than the underlying Worker's Compensation claim, neither Employee nor anyone acting on Employee's behalf has brought or filed any Claim with any federal, state or other agency, court, board, office or other forum or entity against Employer or any of the other Releasees. Employee also confirms that Employee did not suffer any workplace injury, other than such injury(ies) as formed the basis for Employee's underlying Worker's Compensation claim.

7. Confidentiality. Employee agrees that she will keep the fact that this Agreement exists, the terms of this Agreement, and the nature of the claims, allegations, defenses, and negotiations leading to the execution of this Agreement, confidential, and will not disclose any information concerning this Agreement to anyone in any form (written, electronic, verbal, text, social media, etc.), except for her spouse, accountant and attorney, or as may be required by law or agreed to in writing by Employer. In turn, each of these individuals must agree to maintain complete confidentiality as a condition of disclosure to them, except as otherwise allowed by law or agreed to in writing by Employer. Employee understands that this confidentiality provision is of significant importance to Employer, which would not enter into this Agreement without Employee agreeing to abide by this confidentiality provision. This confidentiality provision is not intended to restrict or interfere with any rights Employee may have to discuss

terms and conditions of her employment with co-workers or to restrict or interfere with any rights Employee may have under the National Labor Relations Act or other applicable law.

This confidentiality provision does not prevent Employee from testifying truthfully in response to a lawful and properly served subpoena in a proceeding involving Employer any of the other Releasees. If Employee receives such a subpoena or is asked to testify, Employee agrees to notify Employer via certified U.S. mail as soon as possible and no more than seven (7) calendar days after her receipt of such a subpoena or request to testify, in order to allow Employer sufficient time and opportunity to object or otherwise respond to the subpoena and/or request for testimony.

8. Resignation of Employment. Employee voluntarily resigned Employee's employment with Employer on August 25, 2026. All benefits associated with such employment terminated as of that date, except as otherwise provided in this Agreement or as required by law.

9. Agreement Not to Seek Employment. Employee agrees never to apply for work with Employer or any of the other Releasees as an employee, independent contractor, consultant, or in any other capacity. Employee agrees that neither Employer nor any of the Releasees has any obligation to hire Employee in any capacity, and Employee expressly waives any claim otherwise.

10. No Wrongdoing. Employee and Employer agree that this Agreement does not constitute, and shall not be construed as, an admission of liability or wrongdoing on the part of the Employer, Employee, or any person, and shall not be admissible in any proceeding as evidence of liability or wrongdoing by anyone. All parties specifically deny engaging in any unlawful or wrongful conduct.

11. Return of Property. If Employee has any property that belongs to Employer, Employee agrees to immediately return such property to Employer. This includes, but is not limited to, all originals and copies of files, memoranda, records, and other documents, including electronic records and information. Employee has provided, or will provide upon Employer's request, any and all passwords and other information that Employee used to log in to any Employer systems or to conduct business on behalf of Employer.

12. Minnesota Law Applies. This Agreement will be governed by the laws of the State of Minnesota, and shall be construed and enforced thereunder. Any claim pursuant to this Agreement shall be brought in the District Court for the State of Minnesota, Itasca County, or the United States District Court for the District of Minnesota. The Parties to this Agreement consent to the sole and exclusive jurisdiction of such courts over the subject matter of any such claim as well as over the parties, and waive all defenses to such jurisdiction and venue including, but not limited to, lack of personal jurisdiction and that the forum is not convenient.

13. Entire Agreement. This Agreement contains the entire understanding between Employee and Employer relating to the subject matter of this Agreement and supersedes and replaces any and all other agreements or understandings relating to the subject matter of this Agreement, except

for the separate workers' compensation settlement which remains in full force and effect. This Agreement can only be modified if in a written agreement signed by the Parties.

14. Invalidity. If any term of this Agreement is deemed to be invalid or unenforceable by a court, the validity, enforceability, and legality of the remaining terms will not be affected or impaired. In addition, whenever possible the court is to amend or modify the offending term to the minimal extent necessary to make it enforceable.

15. Binding Upon Successors. This Agreement shall be binding upon and shall inure to the benefit of Employee and Employer, and their respective heirs, administrators, representatives, executors, successors and assigns.

16. Employee Understand the Terms of this Agreement. Employee agrees that: (a) except as stated in this Agreement, no promise or inducement has been offered for this Agreement; (b) this Agreement is executed without reliance upon any statement or representation of Employer or its representatives concerning the nature and extent of any claims that Employee may have; (c) Employee is legally competent to execute this Agreement and accepts full responsibility for doing so; (d) Employer advises Employee to consult with an attorney of her choice prior to signing this Agreement and, to the extent Employee has wanted to do so, she has done so; and (e) Employee has read and fully understands and is voluntarily entering into this Agreement.

17. Execution of Agreement. This Agreement may be executed by Electronic Signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. "Electronic Signature" shall include, by way of example, faxed or scanned versions of an original signature that is delivered via facsimile or e-mail and digital signatures through DocuSign or similar programs.

PLEASE READ THE ENTIRE DOCUMENT BEFORE SIGNING BELOW.

THE PAYMENT REFERENCED IN SECTION 1 WILL BE SENT TO EMPLOYEE'S ADDRESS, WHICH IS: P.O. Box 54, Marble, MN 55764.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below.

Date: ____________________ ____

Shelly Swedeen, Employee

Greenway School, ISD #316

Date: ________________

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Name Printed:__________________

Title:_________________________