



ROCKFORD AREA SCHOOLS

INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION

A Tradition of Excellence, One Student at a Time

Agenda for March 7, 2022

7:00 AM

Rockford Community Center

7600 County Rd 50

Rockford, MN 55373

1. **CALL MEETING TO ORDER**
 - A. Pledge of Allegiance
 - B. Board Roll Call
2. **APPROVAL OF AGENDA**
3. **APPROVAL OF SEPARATION AGREEMENT** 2
4. **ADJOURNMENT**

Our Mission: *In partnership with our communities and families, Rockford Area Schools provides challenging opportunities to engage, inspire, and educate globally-minded citizens.*

Our Vision: *Rockford Area Schools provides a supportive, rigorous, and relevant learning culture producing courageous learners prepared to enter a global society.*

Rockford Board of Education

Brady Anderson

Eric Gordee

Jenny Kneeland

Amy Edwards

Jessica Johnson

Beth Praska

Superintendent Rhonda Dean



**ROCKFORD AREA SCHOOLS
INDEPENDENT SCHOOL DISTRICT 883
BOARD OF EDUCATION**

Subject: _____

Meeting Date: _____

Prepared by: _____

Date Prepared: _____

Information

Briefing

Action

Enclosure Item(s)

SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS

This Separation Agreement and Release of All Claims (“Agreement”) is hereby entered into by and between Independent School District No. 883, Rockford Area Schools (“District”), the Rockford Public Schools Principals’ Association (“Union”), and Dr. Bobbi Anderson-Hume (“Anderson-Hume”). The District, Union, and Anderson-Hume are collectively referred to herein as the “Parties” or individually as a “Party.”

WHEREAS, the District currently employs Anderson-Hume as Principal of Rockford Middle School; and

WHEREAS, the District and the Union are parties to a 2020-2022 Principals’ Master Agreement (“CBA”) governing the general terms and conditions of Anderson-Hume’s employment with the District; and

WHEREAS, the District and Anderson-Hume have determined that entering into this agreement is in their best interests to end Anderson-Hume’s employment with the District on a mutually agreeable basis.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, including the relinquishment of certain legal rights, the parties now agree as follows:

1. **Irrevocable resignation.** Anderson-Hume hereby resigns from her employment with the District effective June 30, 2022. Anderson-Hume’s resignation is voluntary and is irrevocable once this Agreement is accepted by the School Board of the District.
2. **Status Pending Resignation.** Pending the effective date of her resignation, as described in Paragraph 1 of this Agreement, Anderson-Hume shall be placed on paid administrative leave from her employment with the District beginning March 4, 2022 through June 30, 2022.
3. **Compensation and Benefits.** In consideration for release of claims set forth in this Agreement the District shall:
 - a. Continue to pay Anderson-Hume her salary and benefits for the 2021-2022 school year until June 30, 2022, the effective date of her resignation. This amount will be paid according to the regular payroll period, without any change in benefit or other elections and subject to all applicable withholding and employer tax contributions, including, but not limited to, federal and state income taxes and FICA.

Continue to provide benefits payable to Anderson-Hume as a result of being employed with the District until the effective date of her resignation. Anderson-Hume will continue to be responsible for paying any employee share or portion.

b. The District will also pay Anderson-Hume two thousand seven hundred seventy five (\$2,775) as compensation for five personal days; mileage reimbursement pursuant to District policy for the period of July 1, 2021 to February 25, 2022; and payment for any bonuses, for which she is eligible as solely determined by the District. Payment of mileage and bonuses are conditioned on Anderson-Hume providing documentation of eligibility for said mileage and bonus. All payments will be subject to applicable taxes, including, but not limited to, State and federal income tax and FICA, and withholdings, including, but not limited to, any withholding for the employee's share of insurance premiums.

c. The District will also pay Anderson-Hume four thousand (\$4,000) pursuant to the Quality Compensation Pay provisions of the collective bargaining agreement between the District and the Rockford Public Schools Principals' Association.

4. **Rescission of Disciplinary Actions and Investigation.** The District agrees that it shall rescind all disciplinary actions including the October 20, 2021 letter and any reference to the related investigations, and remove such materials from Anderson-Hume's employee file. Nothing in this Agreement shall limit the District's obligation to disclose and produce the materials if such disclosure is required by law, court order, or other tribunal.
5. **Letter of Recommendation.** The District agrees that it shall provide a mutually agreed upon written letter of recommendation signed by the Superintendent for Anderson-Hume to provide to other potential employers. Beyond the letter of recommendation, the District will provide positive reference checks wherein the District will provide Anderson-Hume's name, job description and salary in response to inquiries from other employers.
6. **Dismissal of Grievance and Waiver of Right to File Grievance, or Pursue Action.** Anderson-Hume and the Union hereby agree to dismiss the grievance related to the October 20, 2021 letter. Anderson-Hume and the Union also agree to waive any right they may have, either individually or collectively, to continue to pursue or to file a grievance or pursue any other action, including any hearing or arbitration, against the District regarding any matter that has arisen out of, or

relates to, Anderson-Hume's employment with the District prior to signing this Agreement.

7. **No Past Practice.** Nothing in this Agreement shall be deemed to establish a practice or alter any established practice arising out of or relating to the collective bargaining agreement between the District and the Union. The parties agree that this Agreement shall not be used in any manner in any future arbitration proceeding involving the District and the Union. The parties shall not introduce testimony regarding the Agreement or use of the Agreement as an exhibit or other form of evidence in any future arbitration proceeding, excluding any action between the parties related to enforcement of the terms of this Agreement.
8. **No Further Claim to Compensation.** Anderson-Hume shall have no claim to any benefits or compensation beyond that which is specifically provided in this Agreement or the CBA.
9. **Release of All Claims.** Anderson-Hume hereby fully releases, acquits, and forever discharges the District, its current and former School Board members, and its current and former 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 on or before Anderson-Hume's signing of this Agreement.
 - a. Anderson-Hume understands and agrees that by signing this Agreement she is waiving and releasing any and all claims, complaints, causes of action, and demands of any kind that she may have based on any federal or state law including, but not limited to, the Minnesota Human Rights Act (Minn. Stat. §§ 363.01, *et. seq.*), the Minnesota Government Data Practices Act ("MGDPA"), Title VII of the Civil Rights Act, Age Discrimination in Employment Act, the Americans with Disabilities Amendments Act, the Fair Labor Standards Act, the Family Medical Leave Act, the Minnesota Whistleblower Act, retaliation, wrongful termination, breach of contract, negligence, intentional or negligence infliction of emotional distress and all other causes of action.
 - b. Anderson-Hume understands and agrees that this release of all claims specifically includes, but is not limited to, any and all claims for violation of state or federal statute and claims based on any other law or theory, whether developed or undeveloped, arising out of or related to her employment with the District, her separation from the District, or any decisions, practices, or actions taken by the District or its current and

former School Board members, officers, directors, employees, agents, representatives, insurers, attorneys, or other affiliates.

By signing this Agreement, Anderson-Hume does not release or waive the following: (a) any rights or claims that are based on any events that occur after she signs this Agreement; (b) any right to institute legal action for the purpose of enforcing this Agreement; (c) any right to file a charge with a governmental agency, including but not limited to the Equal Employment Opportunity Commission, although the District may contest such a charge and Anderson-Hume agrees that she will not be able to recover any award of compensation, damages, or any other monies if she files a charge or complaint or has a charge or complaint filed on her behalf with any federal, state, or local government agency.

10. **Acceptance Period.** Anderson-Hume has the right to review and consider this Agreement for a period of twenty-one (21) calendar days after receiving it. Anderson-Hume is advised to seek the advice of legal and tax counsel regarding this Agreement. If Anderson-Hume signs this Agreement before twenty-one (21) days have elapsed from the date on which she first received a copy of the Agreement to review, she will be voluntarily waiving her right to the twenty-one (21) day review period.
11. **Rescission Under the MHRA.** Anderson-Hume recognizes that by signing this Agreement she is specifically waiving and releasing any employment discrimination and retaliation claims that she might have under the Minnesota Human Rights Act ("MHRA"). Under the MHRA (Minnesota Statutes § 363A.31), Anderson-Hume has the right to rescind her 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 Margaret Skelton, Ratwik, Roszak & Maloney, P.A., 444 Cedar Street, Suite 2100, St. Paul, MN 55101, either personally or by United States mail within the fifteen (15) day period. If delivered by mail, the rescission must be postmarked within the fifteen (15) day period, properly addressed to Margaret Skelton, and sent by certified mail, return receipt requested.
12. **Rescission Under the ADEA.** After Anderson-Hume signs this Agreement, she will have seven (7) calendar days during which time she may rescind her waiver and release of any claims arising under the Age Discrimination in Employment Act ("ADEA"). Anderson-Hume understands that this particular right of rescission applies only to claims she may have arising under the ADEA. For a rescission of claims under the ADEA to be effective, it must be delivered to

Margaret Skelton, Ratwik, Roszak & Maloney, P.A., 444 Cedar Street, Suite 2100, St. Paul, MN 55101, 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 Margaret Skelton, and sent by certified mail, return receipt requested.

13. **Effect of Rescission.** If Anderson-Hume rescinds or revokes any part of the Release of All Claims contained in this Agreement, Anderson-Hume's resignation from employment at the District will remain in effect, but Anderson-Hume will not be entitled to the District's obligations as fully set forth in paragraph 4 (Rescission of Disciplinary Actions and Investigation) and paragraph 5 (Letter of Recommendation) of this Agreement.
14. **Non-Disparagement.** To the fullest extent permitted by law, Anderson-Hume agrees that she will not disparage the District or Superintendent Rhonda Dean either verbally or in writing, including, but not limited to, electronic mail, television or radio, computer networks or Internet bulletin boards, blogs, social media, such as Facebook, LinkedIn, or Twitter, or any other form of communication, explicit or implied, nor will she knowingly authorize such statements or remarks. Anderson-Hume agrees that she will not release or discuss private data that identifies other District employees, including the Superintendent, through any medium, either orally or in writing, or any other form of communication, explicit or implied. Nothing in this provision will be deemed to prevent Anderson-Hume from truthfully responding to any questions that are asked of her in connection with any legal proceeding, from providing truthful information to the Minnesota Department of Human Rights or a similar government agency, from releasing or consenting to the release of personnel data on herself, or from exercising such rights as are specifically protected under applicable law, including the MGDPA.
15. **Choice of Law and Severability.** This Agreement is subject to and governed by the laws of the State of Minnesota irrespective of whether Anderson-Hume is or may become a resident of a different state. If any term or terms of this Agreement are declared invalid for any reason, then the invalid term(s) shall be severed from this Agreement and the remainder of the terms shall remain valid and enforceable.
16. **Responsibility for Costs.** Each party shall be responsible for its own costs, expenses, and any attorney fees associated with this Agreement and any related matters.
17. **Equal Drafting.** This Agreement will be construed to have been drafted equally by the parties.

18. **Entire Agreement.** Except for the terms set forth in the applicable collective bargaining agreement, this Agreement constitutes the entire agreement between the parties relating to Anderson-Hume's employment with the District. 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 the parties.

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

By signing below, Anderson-Hume specifically acknowledges that she has read this Agreement; that she has had an opportunity to review the terms of this Agreement with legal and tax counsel; and that she understands and agrees to be legally bound by all terms of the Agreement.

EMPLOYEE:

Dated: March 2, 2022



Bobbi Anderson-Hume

**ROCKFORD PUBLIC SCHOOLS
PRINCIPALS' ASSOCIATION:**

Dated: _____, 2022

By: _____
Its

**INDEPENDENT SCHOOL DISTRICT
NO. 883:**

Dated: _____, 2022

By: _____
Chair

Dated: _____, 2022

By: _____
Clerk