



Jordan School District #717  
Special Meeting Agenda

Monday, February 28, 2022 at 6:00 PM  
Special Meeting  
CERC Multi-purpose Room  
500 Sunset Drive; Suite 3  
Jordan, MN 55352

---

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Consideration of Agenda
5. Action / Discussion Items
  1. Consideration and Potential Action with Respect to Employment of an Employee 2
6. Adjourn Special Meeting

## SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS

This Separation Agreement and Release of All Claims (hereinafter "Agreement") is hereby entered into by and between Independent School District No. 717, Jordan (hereinafter "School District"), Travis Paulsen (hereinafter "Teacher"), and Education Minnesota, Jordan Association ("Association"). The School District, Teacher and Association are hereinafter collectively referred to as "the parties."

WHEREAS, the Teacher is a continuing contract teacher employed with the School District pursuant to Minnesota Statutes, section 122A.40; and

WHEREAS, the Association is the exclusive representative for all teachers employed by the School District; and

WHEREAS, the School District and the Association negotiated a collective bargaining agreement ("CBA") for the period of July 1, 2021 through June 30, 2023 that governs the terms and conditions of employment for teachers, including the Teacher; and

WHEREAS, the parties desire to conclude the employment relationship between the School District and the Teacher on a mutually agreeable basis; and

WHEREAS, the Teacher had the opportunity to consult with representatives of the Association, including legal counsel, and is fully advised of his rights pursuant to Minnesota Statutes, section 122A.40, and any and all legal rights which he may have regarding his employment with the School District, including any rights under the CBA and other state and federal laws.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and sufficient consideration set forth in this Agreement, the parties agree to the following:

1. Resignation. By execution of this Agreement, the Teacher hereby submits his irrevocable and voluntary resignation, that shall be effective at the end of the duty day on February 28, 2022. The School District agrees to promptly accept the Teacher's resignation and the Settlement Agreement and Release. Payment for wages earned through February 28, 2022, including any wages that have not been paid based upon an extended payroll procedure as outlined in the CBA (in the amount of Eleven Thousand Eight Hundred Thirty-Eight Dollars and Fifty-Four Cents (\$11,838.54)), and subject to all applicable withholding and employer tax contributions, including, but not limited to, federal and state income taxes, FICA, and TRA, shall be paid to the Teacher on or about March 15, 2022, pursuant to the School District's regular payroll procedures.

2. Payment for Release of Contract and Other Legal Rights. As and for payment for release by the Teacher of any and all rights under Minnesota Statutes, section 122A.40, the CBA, other than as specifically provided herein, and any other legal rights, and not solely as severance pay, the School District shall pay the Teacher a total of Sixteen Thousand Dollars (\$16,000), subject to all applicable withholding and employer tax contributions, including, but not limited to, federal and state income taxes and FICA, but shall not include contributions to TRA. Payment shall be made on March 30, 2022, following the expiration of the Teacher's right to rescind the Agreement pursuant to paragraphs 8 and 9.
3. Tax Liabilities. The Teacher shall be solely responsible for all tax liabilities for any payments made to him pursuant to this Agreement. The Teacher agrees that neither the School District nor any of its agents, employees, or representatives have made any promises or representations regarding the taxable nature or consequences of any payment made pursuant to this Agreement.
4. Future Employment. The Teacher represents and promises that, at any time in the future, he will not apply for or accept employment with the School District in any capacity. In the event that the Teacher would apply for re-employment with the School District in any capacity, the Teacher understands and agrees that the School District will not consider his application and he will not be rehired, and that he waives any claim against the School District based upon its failure to hire him.
5. Release of Claims. The Teacher, on behalf of himself, his heirs, executors, administrators, successors and assigns, in consideration of the mutual promises and covenants contained herein, agrees to give up any and all claims, whether known or unknown, that he ever had or has now against the School District, up to the effective date of this Agreement, all current and former School District Board members, officers, employees, attorneys, agents, insurers, and their representatives, and their heirs, executors and administrators, successors and assigns, for, upon, or by reason of any matter, act or thing arising out of the Teacher's interest as a teacher of the School District and his employment separation, including, but not limited to, claims for breach of contract; breach of covenant of good faith and fair dealing; promissory estoppel; breach of fiduciary duties; violation of the Minnesota Government Data Practices Act; violation of the Minnesota Veterans Preference Act; violation of the Minnesota Human Rights Act, the Americans with Disabilities Act, Age Discrimination in Employment Act, or other federal, state or local civil rights laws based upon age, sex, race, religion, national origin, disability or other protected class status; violation of public policy; his conduct as a "whistleblower"; fraud or misrepresentation; defamation; libel; intentional or negligent infliction of emotional distress; negligence or other breach of duty; due process, wrongful termination of employment; retaliation;

discrimination or harassment; failure to pay wages or benefits; violation of any employment agreement; violation of Minnesota Statutes governing the employment and termination of teachers or public employees; and any and all claims for unlawful employment practices whether legal or equitable. This Release, however, shall not affect any claims regarding an alleged breach of the Agreement to which this Release is a part. The foregoing provisions shall not be construed as an acknowledgement, admission or denial of the existence of any action, suit or claim in favor of the Teacher and against the School District.

6. Reservation of Claims. By signing this Agreement, the Teacher 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, although the School District may contest such application; (d) any claims arising under the Workers' Compensation Act, although the School District or its insurer may contest such claims; or (e) any right to file a charge with a governmental agency, including but not limited to the Equal Employment Opportunity Commission, although the School District may contest such a charge and the Teacher 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.
7. Time to Consider. It is specifically agreed and understood that the Teacher has been advised that he has a right to consider this Agreement for twenty-one (21) days after receipt of it by the Association. The Teacher further agrees and acknowledges that his signature to this Agreement prior to the expiration of said twenty-one (21) day period constitutes his knowing and voluntary waiver of the right to consider this Agreement for twenty-one (21) days prior to signing.
8. Rescission of Release Regarding Certain Claims. The Teacher is hereby notified of, and acknowledges, his right to rescind (cancel) the Release of Claims set out in paragraph 5 of this Agreement, in regard to claims arising under the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A, within fifteen (15) days of the signing of this Agreement, and with regard to his right under the federal Age Discrimination in Employment Act, 29 U.S.C. § 621, *et seq.*, within seven (7) days of the signing of this Agreement.
9. Notice and Effect of Rescission. To be effective, any rescission of the Agreement by the Teacher must be in writing and delivered to the School District in care of its Superintendent either by hand or by mail, within the relevant rescission period. If sent by mail, the rescission must be postmarked within the seven (7) day or fifteen (15) day rescission period; properly addressed to the School District in care of its

Superintendent, Ranae Case Evenson, Independent School District No. 717, Jordan, 500 Sunset Drive, Jordan, MN 55352, and sent by Certified Mail, return receipt requested. In the event of rescission of any part of the Release contained in paragraph 5 of this Agreement, the Teacher will not receive the payment described in paragraph 2 of this Agreement. All other portions of this Agreement, including, but not limited to, the Teacher's irrevocable resignation, will remain in full force and effect.

10. No Past Practice. Nothing in this Agreement shall be deemed to constitute a precedent or create a past practice that would be applicable to any other member of the bargaining unit or be admissible in any arbitration or other legal proceeding for this purpose.
11. No Admission. It is specifically agreed and understood that this Agreement does not constitute an admission that either the Teacher or the School District acted wrongfully with respect to the other. It is agreed that neither the School District, the Teacher, the Association, nor their agents, will ever contend that this Agreement constitutes such an admission.
12. Return of School District Property. The Teacher shall promptly return all property belonging to the School District, including but not limited to, any data on students (whether stored electronically or in any other medium) and any keys or ID badges. The Teacher may contact the Superintendent, or her designee, to arrange a date and time to remove any personal belongings from the Teacher's workspace.
13. Compliance with Data Privacy Laws. The parties agree that the School District is subject to the Minnesota Government Data Practices Act ("MGDPA"), the Minnesota Records Retention Act, the Family Educational Rights and Privacy Act ("FERPA"), and other applicable law regarding data privacy and data retention. The Teacher agrees that, during the course of his employment with the School District, he had access to data subject to the MGDPA and FERPA, including, but not limited to, private "educational data" governed by the MGDPA and education records governed by the FERPA on students to whom the School District provided services. The Teacher agrees to maintain and disclose such data only in conformity with the MGDPA, FERPA, and other applicable laws. The parties further agree that data the School District maintains on the Teacher are subject to the MGDPA and the Records Retention Act. The parties hereby acknowledge that, pursuant to the MGDPA, the School District may be compelled to release public and private personnel data of which the Teacher is the subject. The parties hereby acknowledge and agree that any release of personnel data authorized or mandated by the MGDPA does not constitute a violation of this Agreement by the School District.

14. Acknowledgment. All parties agree and acknowledge that they fully understand the terms, conditions and provisions of this Agreement, and intend the same to fully, finally and amicably resolve all matters between them as outlined herein.
15. Voluntary Agreement. The Teacher, by his signature to this Agreement, agrees and acknowledges that he has carefully read and understands all provisions of this Agreement and that he entered into this Agreement knowingly and voluntarily. The Teacher further acknowledges that he had the opportunity and has consulted with his legal counsel, and the parties agree that there were no inducements or representations leading to the execution of this Agreement, except as set forth herein.
16. Responsibility for Costs. Each party shall be responsible for its own costs, expenses, and any attorney fees associated with this Agreement.
17. Equal Drafting. This Agreement will be construed to have been drafted equally by the parties.
18. Complete Agreement. It is specifically agreed and understood that payment and acceptance of the consideration hereinbefore recited is in full, final and complete compromise, settlement and satisfaction between the School District and the Teacher, including, but not limited to, any claims for past wages or back pay, severance pay, retirement pay, sick leave pay, personal leave pay, vacation pay, or any other benefits, or for any other payments pursuant to the provisions of the CBA between the parties, or otherwise arising out of the Teacher's employment with the School District, and the School District and the Teacher agree to make no further claims against each other.
19. Counterpart Agreement. This Agreement may be signed in counterpart, and once executed by all of the parties, whether in a single instrument or several instruments, shall constitute the agreement of the parties for any and all purposes.
20. Application. It is specifically agreed and understood that there are no covenants, promises, undertakings or understandings outside of this Agreement other than those specifically set forth herein. All covenants and provisions set forth in this Agreement are contingent upon the full and faithful performance of the terms provided herein, in their entirety, by each of the parties, and all of its covenants and provisions set forth herein.
21. 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 the Teacher's domicile or status as a resident of Minnesota. In the event that any provision of this Agreement is found to be illegal or unenforceable, such provision shall be

severed or modified to the extent necessary to make it enforceable, and as so severed or modified, the remainder of this Agreement shall remain in full force and effect.


WHEREFORE, this Agreement was entered into on the dates set forth below, and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them, and that they understand and fully agree to each, all and every provision hereof, and hereby acknowledge receipt of a copy hereof.

Dated: 25 FEB, 2022

By:   
Travis Paulsen

**EDUCATION MINNESOTA, JORDAN**

Dated: Feb. 28, 2022

By:   
Its: Union President

**INDEPENDENT SCHOOL DISTRICT  
NO. 717, JORDAN**

Dated: 2/28, 2022

By:   
School Board Chair

Dated: 2/28, 2022

By:   
School Board Clerk

RRM: 445776