MUTUAL SEPARATION AGREEMENT

This Mutual Separation Agreement ("Agreement") is entered into by and between **INDEPENDENT SCHOOL DISTRICT NO. 1 OF TULSA COUNTY, OKLAHOMA**, commonly known as Tulsa Public Schools (the "District") and **DR. DEBORAH A. GIST** (the "Superintendent") (the District and Superintendent are referred to collectively as the "Parties") effective August 24, 2023 ("Effective Date").

RECITALS:

A. The District and Superintendent are parties to that certain Contract of Employment for the Superintendent of Schools dated July 1, 2015, as amended (the "Employment Contract").

B. The District and the Superintendent desire to terminate the Employment Contract and conclude the Superintendent's employment with the District by mutual agreement as allowed by Section 9.A of the Employment Contract.

C. The Parties desire that all terms and conditions of their mutual agreement be reduced to writing in this Agreement.

WHEREFORE, in consideration of the mutual agreements, covenants and conditions contained herein, the District and the Superintendent agree as follows:

1. Mutual Separation and Cessation of Employment. The Parties mutually agree that the Employment Contract and the Superintendent's employment with the District shall be concluded in all respects as of September 15, 2023, at 11:59 p.m. (the "Employment Contract End Date"). For the avoidance of doubt, any provision of the Employment Contract that expressly survives termination, including Section 6 of the Employment Contract, shall survive and remain in effect upon execution of this Agreement.

2. Payments to Superintendent. The District shall pay to the Superintendent a lump sum payment $199,913.36, which is equivalent to nine (9) months of her current base salary, less all lawful withholdings (the "Severance Payment"), no sooner than thirty (30) days and no later

than forty-five (45) days after her execution of this Agreement as shown by the date next to her signature on the final page of this Agreement. This Severance Payment shall be in addition to:

(a) any compensation, less all lawful withholdings, due and owing to the Superintendent under the Employment Contract for services rendered by the Superintendent to the District prior to the Employment Contract End Date, which shall be paid according to the District's regular payroll cycle;

(b) accrued but unused vacation pay in an amount not to exceed $51,894.91, less all lawful withholdings, with the per diem value of a vacation day determined by dividing the Superintendent's current base salary by 226 days, which shall be paid on the District's regular payroll date in October 2023;

(c) the sum of Five Thousand Dollars ($5,000.00), less all lawful withholdings, which shall be paid on the District's regular payroll date in October 2023, for use by the Superintendent to pay her COBRA payments for a period of six (6) months for continuation of group health plan coverage; and

(d) the annuity contribution in the amount of $50,000 under Section 5(L) of the Employment Contract, as amended by Section 2 of the Third Extension and Fifth Amendment of the Contract of Employment for the Superintendent of Schools dated September 29, 2022, which shall be paid by the District in June, 2024, in conformity with, and subject to, any applicable plan documents, as amended.

The Superintendent understands and agrees that the language "all lawful withholdings," as it relates to the Severance Payment, vacation and COBRA payments, and annuity contribution, does not include the payment of any contributions by her or the District to the Oklahoma Teachers' Retirement System after September 15, 2023.

3. Transition and Cooperation with Interim Superintendent. The Superintendent agrees to reasonably cooperate with and assist, for no additional compensation, any person

employed by the District as the interim Superintendent of Schools to extent reasonably requested by the interim Superintendent of Schools for the purpose of facilitating an orderly and smooth transition of the job responsibilities of the Superintendent of Schools, for a reasonable period of time.

4. Release of District by Superintendent. Except for the obligations (a) created by this Agreement, or (b) that survive termination of the Employment Contract (including Section 6 of the Employment Contract), and in exchange for and consideration of the Severance Payment and other good and valuable consideration given by the District under this Agreement, **THE SUPERINTENDENT HEREBY WAIVES AND RELEASES ANY AND ALL CLAIMS, LIABILITIES, OR ACTIONS, KNOWN OR UNKNOWN, WHICH THE SUPERINTENDENT PRESENTLY HAS, MAY HAVE, OR EVER HAD AGAINST THE DISTRICT, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, ADMINISTRATORS, BOARD MEMBERS, ATTORNEYS, INSURERS, ASSIGNS AND SUCCESSORS, INCLUDING BUT NOT LIMITED TO, CLAIMS UNDER THE LAWS AND REGULATIONS REFERENCED HEREIN AND TO ANY AND ALL HEARING AND DUE PROCESS RIGHTS TO WHICH THE SUPERINTENDENT MIGHT OTHERWISE BE ENTITLED BY LAW OR SCHOOL BOARD POLICY.**

5. Laws and Regulations. The Superintendent realizes that there are many laws and regulations governing employment or claims related to employment pursuant to which the Superintendent could possibly have rights or claims that the Superintendent is releasing by executing this Agreement. These laws and regulations include, without limitation, the United States Constitution; the Oklahoma Constitution; Title VII of the Civil Rights Act of 1964, as amended, including the Equal Employment Opportunity Act of 1972; the Age Discrimination in Employment Act of 1967 ("ADEA"); the Older Workers Benefit Protection Act ("OWBPA"); the Americans with Disabilities Act of 1990; the Family Medical Leave Act of 1993; the Fair Labor

Standards Act; the National Labor Relations Act; the Employee Retirement Income Security Act; the Genetic Information Nondiscrimination Act; the Civil Rights Act of 1991; 42 U.S.C. §§ 1981 and 1983; the Oklahoma Anti-Discrimination Act, and various other federal, state and local laws, including but not limited to, claims for constructive, retaliatory or wrongful termination; claims for wages or any other form of compensation or fringe benefits; claims for breach of contract, including, but not limited to, breach of the covenant of good faith and fair dealing; claims for negligence and other torts; and any and all other statutory or common law legal or equitable claims. **THE SUPERINTENDENT INTENDS TO AND DOES HEREBY FOREVER <u>WAIVE</u> AND <u>RELEASE</u> ANY RIGHTS AND CLAIMS THAT THE SUPERINTENDENT MAY HAVE UNDER THESE AND ALL OTHER LAWS.**

6. <u>ADEA and OWBPA Time Factors.</u> The Superintendent understands that under the ADEA and OWBPA she has a period of twenty-one (21) days within which to consider whether to accept this Agreement, though the Superintendent may elect to sign this Agreement at any time during the twenty-one (21) day consideration period. The Superintendent has reviewed this Agreement, consulted her attorney, and hereby knowingly and voluntarily waives the twenty-one (21) day period. In addition, the Superintendent understands that she has seven (7) days following her execution of this Agreement in which to revoke her acceptance of the waiver and release of age discrimination claims, and that said waiver and release will not become effective or enforceable until the revocation period has expired. The waiver and release of age discrimination claims shall become fully effective and enforceable on the eighth day after the Superintendent executes this Agreement, unless the Superintendent revokes her acceptance of the waiver and release of age discrimination claims within the seven (7) day period. However, the Superintendent and the District agree that under no circumstance shall the Superintendent's revocation of her acceptance of the waiver and release of age discrimination claims affect the validity of her release of any other claims or the enforceability of any other provisions in this Agreement. The Superintendent further

understands that this Agreement does not waive claims, if any, arising after the effective date of this Agreement.

7. Release by District of Superintendent. Except for the obligations created by this Agreement, and in exchange for the above release and other good and valuable consideration given by Superintendent under this Agreement, the District hereby waives and releases any and all claims, liabilities, or actions, known or unknown, which the District presently has, may have, or ever had against Superintendent to the extent that they arise out of or relate in any way to the Superintendent's employment, the Employment Contract, or services rendered thereunder. This release shall not apply if Superintendent is found to have acted with gross negligence or with intent to violate a person's clearly established legal rights or to have engaged in criminal conduct, nor does it apply to criminal litigation.

8. Personal Property Exchange. Within fourteen (14) days of the Employment Contract End Date, the Superintendent shall remove her personal property from District property, and the Superintendent shall return to the District all personal property of the District that is in the Superintendent's possession or to which she has access, including, but not limited to, any documents, files, records, cell phones, tablets, computers or other electronic devices of any kind owned by the District, as well as all keys to District facilities and her employee identification.

9. Cooperation as Witness in Litigation. The Parties agree that the Superintendent may be a necessary witness in legal proceedings currently pending or hereafter brought against or by the District. The Superintendent agrees that she will cooperate in any manner reasonably requested by the District in connection with such legal proceedings, including, but not limited to, meeting and conferring with the District's legal counsel and preparing for and serving as a trial and deposition witness in any proceeding in which her testimony is requested. The District will reimburse Superintendent all reasonable travel, lodging, meal expenses, and attorney fees incurred in connection with her obligations under this section. The parties agree that the District is

prohibited under Oklahoma law from committing to spend future fiscal year revenues, and nothing contained herein is intended to bind the District's future fiscal year revenues. Expenses incurred, if any, by the Superintendent in connection with requests by the District in a future fiscal year pursuant to this section shall be considered a then-current fiscal year obligation that did not otherwise exist prior to the request.

10. Legal Representation. The Superintendent and the District acknowledge and agree that they have been represented by legal counsel in connection with the negotiation and execution of this Agreement and that each of them understands their respective rights, duties and obligations under this Agreement and have entered into this Agreement freely and voluntarily.

11. Execution and Enforcement. This Agreement has been made and executed in Tulsa County, Oklahoma, and shall be interpreted, construed and enforced in accordance with the laws of the State of Oklahoma and before the courts of the State of Oklahoma.

12. Complete Agreement. The Superintendent and the District acknowledge and agree that this Agreement comprises all understandings, agreements, rights and obligations of whatever nature or kind between the Parties with regard to the resolution of the Superintendent's employment status with the District and any payments and benefits due to the Superintendent by the District, and that no other obligations, agreements or duties of any kind exist between the Parties other than as stated herein. The District has not made any promises or commitments to the Superintendent except those incorporated into this Agreement. All prior negotiations between the Parties concerning the subject matter of this Agreement are merged in this Agreement.

13. Enforceability, Modification, & Execution. If one or more provisions or terms of this Agreement are ruled by a court of competent jurisdiction to be unenforceable, the remainder of the provisions shall continue in full force and effect. This Agreement may not be modified except by a written instrument that specifically refers to this Agreement and that is signed by the Superintendent and by an authorized representative of the District after approval by the Board of

Education pursuant to a lawful agenda item at a duly called meeting of the Board. This Agreement may be executed in multiple counterparts, each of which when executed shall be deemed an original.

WHEREFORE, having fully read and understood the terms of this Agreement, the Parties execute this Agreement with the intention that they shall be legally bound by it.

DR. DEBORAH A. GIST ("Superintendent"):

8-23-2023

Dr. Deborah A. Gist **Date**

Approved to Form:

Jason A. McVicker
BAUM GLASS JAYNE CARWILE & PETERS
Attorneys for Dr. Deborah A. Gist

INDEPENDENT SCHOOL DISTRICT NO. 1 OF TULSA COUNTY, OKLAHOMA ("District"):

Clerk of the Board

By ______________________
Stacey Woolley, President
Board of Education

Approved to Form:

Eric D. Wade
ROSENSTEIN, FIST & RINGOLD
Attorneys for the Tulsa School District