

SEPARATION AGREEMENT

Paula Foley (“Foley”) and Independent School District No 578, Pine City Public Schools (“District”) jointly referred to as “the parties” in exchange for mutual consideration, the adequacy of which is hereby acknowledged, enter into this Separation Agreement and Release (“Agreement”), and agree as follows:

1. Paid Leave of Absence. Foley has sought and the District has approved a leave of absence through June 30, 2022. The parties agree that the leave of absence shall be irrevocable upon signing this Agreement. In full consideration of the terms of this Agreement, during the leave of absence, Foley shall receive payment and benefits as outlined in the Superintendent Contract and Contract for Services between Foley and the District, except as set forth in paragraph 2 of this Agreement.
2. Vacation Pay. Provided Foley does not rescind this Agreement as provided in Paragraph 4 and in full consideration of the terms of this Agreement, including the Release of All Claims, Foley shall receive payment for **18** days of vacation. This payment will be in lieu of and replace the payment for vacation as set forth in Article VI Section 2 of the Superintendent Contract between Foley and the District.
3. Release of All Claims. Foley 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 before Foley executes this Agreement.
 - (a) Foley understands and agrees that by signing this Agreement, to the extent allowable by law, she is waiving and releasing any and all claims, complaints, causes of action, and demands that she may have based on federal or state law including, but not limited to, the Minnesota Human Rights Act (Minn. Stat. §§ 363.01, et. seq.), Title VII of the Civil Rights Act, the Americans with Disabilities Amendments Act, the Fair Labor Standards Act, the Family Medical Leave Act, the Employment Retirement Income Security Act, the Minnesota Government Data Practices Act, wrongful termination, breach of contract, negligence, intentional or negligent infliction of emotional distress and all other causes of action.
 - (b) Foley understands and agrees that to the extent allowable by law, this release of all claims specifically includes, but is not limited to, 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, 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.

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By signing this Agreement, Foley 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 Foley 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.

4. Rescission Under the MHRA. Foley 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), Foley 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 St., 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.
5. Effect of Rescission. If Foley rescinds or revokes any part of the Release of All Claims contained in this Agreement, Foley will remain on leave, but such leave will be unpaid except to the extent that Foley has earned leave pursuant to the terms of the Superintendent Contract and Foley will not be entitled to any additional payment as provided in paragraphs 1 and 2 of this Agreement.
6. No Wrongdoing. The parties are entering into this agreement in order to avoid any dispute over Foley’s employment with The District. This Agreement may not be construed as an admission of liability or wrongdoing by or on behalf of Foley, the District or any party identified in interest with the parties.
7. Responsibility for Costs. Each party shall be responsible for its own costs, expenses, and any attorney fees associated with this Agreement.
8. Foley Representations. Foley represents and agrees that she: (a) has fully read this Agreement; (b) has been given a fair opportunity to discuss and negotiate the terms of this Agreement; (c) has had the opportunity to consult with her attorney before signing this Agreement; (d) is not relying upon any statements made outside this Agreement by the District or its representatives or agents; (e) fully understands and agrees to the Agreement’s provisions, is fully able to understand its terms and effects and is voluntarily

and without duress entering into this Agreement.

9. Governing Law and Severability. This Agreement is governed by the laws of the State of Minnesota, both as to interpretation and performance. Any term or condition of this

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Agreement found to be invalid, illegal or unenforceable shall not render this Agreement void or unenforceable. If any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, the parties specifically authorize the tribunal making such determination to replace the invalid or unenforceable provision to allow this Agreement, and the remaining provisions thereof, to be valid and enforceable to the fullest extent allowed by law and/or public policy. The rule of construction of interpreting a contract against its drafter will not apply to this Agreement. This Agreement will be construed to have been drafted equally by the parties.

10. Assignment. This Agreement shall be binding on Foley and her heirs, agents, administrators, representatives, or executors, and upon District's successors or assignees.
11. Entire Agreement. This Agreement contains the entire Agreement between the parties. Any amendment or modification of this Agreement, or any subsequent Agreement between the parties must be in writing.

By signing below, Foley 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.

Dated: _____ Paula
Foley

Independent School District No. 578, Pine City
Public Schools

By: _____

Its: Board Chair

By: _____

Its: Board Clerk

