

## SEPARATION AGREEMENT, WAIVER AND RELEASE

This Separation Agreement, Waiver and Release (hereinafter, "Agreement") is entered into on the date of full execution below, by and between **JAMES K. JONES** ("Dr. Jones") and **THE BOARD OF EDUCATION OF THE BLAIR OAKS R-II SCHOOL DISTRICT**. (the "District"). As used in this Agreement, the term "District" shall also include the board members, officers, directors, managers, trustees, employees, agents, attorneys, insurers, and/or contractors (individually and in their representative capacity) of the District, and any patron, parent, subsidiary, heir, predecessor, successor, assigns, related or affiliated entities including, but not limited to, the Board of Education of the Blair Oaks R-II School District. For purposes of this Agreement, Dr. Jones and the District are sometimes referred to collectively as "the parties."

**WHEREAS**, Dr. Jones is and has been employed as an administrator with the District, and is currently the Superintendent of Schools for the District;

**WHEREAS**, Dr. Jones is currently employed with the District pursuant to a written employment agreement through June 30, 2024.

**WHEREAS**, due to his tenure with the District, Dr. Jones is entitled to the full due process rights afforded to tenured teachers and certain administrators under Chapter 168, the "Teacher Tenure Act," prior to the termination of his employment contract;

**WHEREAS**, Dr. Jones is willing to submit a letter of retirement from his position with the District and retire through the Missouri Public School Retirement System effective on June 30, 2022, and waives any rights he may have under District policy, his employment agreement, the Missouri statutes or any constitutionally protectable right which would entitle him to any other procedural rights;

**WHEREAS**, it is the intention of the parties to end Dr. Jones' employment with the District; and,

**WHEREAS**, Dr. Jones and the District desire to fully and finally settle all known and unknown matters between them, including, but not limited to, any and all disputes that may have arisen out of Dr. Jones' employment with the District, or separation there from.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Dr. Jones hereby retires from the District effective on June 30, 2022. Dr. Jones' retirement letter is attached hereto as Exhibit A, is made a part of this Agreement and is irrevocable.
2. The District shall convene a meeting of its Board of Education to accept the retirement.
3. As consideration for his execution of this Agreement, the District agrees to the following terms:

- a. Allow Dr. Jones to retire from his employment effective on June 30, 2022;
- b. Dr. Jones will receive all of his salary through the effective date of his retirement, less all applicable state, local and federal withholding, and all other applicable deductions. Dr. Jones acknowledges that he is not entitled to be paid any accrued but unused personal time off ("PTO"); and
- c. Within ten (10) business days after full execution and approval of this Agreement, Dr. Jones will receive payment for his accrued, unused vacation leave in the amount of 24 days, at a rate of 1/3 of his daily rate of \$477.01 per day, per District Policy 4310, for a total payment of \$3816.08, less all applicable state, local and federal withholding, and all other applicable deductions; and
- d. Within ten (10) business days after full execution and approval of this Agreement, Dr. Jones will receive payment for his accrued, unused sick leave in the amount of 120 days, at the rate of fifty percent (50%) of the substitute teacher pay rate, i.e., one half of \$85.00 per day, per District Policy 4310, for a total payment of \$5100.00, less all applicable state, local and federal withholding, and all other applicable deductions;
- e. Within ten (10) business days after full execution and approval of this Agreement, pay to Dr. Jones the total lump sum of Sixty-Six Thousand and One Hundred and Fifty Dollars and Zero Cents (\$66,150.00). The District shall issue an IRS Form 1099-MISC to Dr. Jones for the amount of \$66,150.00 and will designate this sum in Box 3 of the IRS Form 1099-MISC. The payment listed in this subparagraph represents a settlement payment to resolve an employment dispute and represents payment for alleged non-wage damages, does not represent wages, and is not subject to retirement contributions under the Missouri Public School Retirement System's laws and regulations. Accordingly, neither Dr. Jones nor the District will make such contributions as a result of the payment listed in this subparagraph, and Dr. Jones expressly waives any claim that he is entitled to any such contribution; and
- f. Dr. Jones will remain on the District's health insurance plan at the same District-paid benefit level through June 30, 2022. As of July 1, 2022, Dr. Jones shall be entitled to his right to continued medical and dental coverage under the Consolidated Omnibus Budget Reconciliation Act of 1986 ("COBRA"), at his own expense, provided that he submits the required documentation and makes timely premium payments in accordance with District rules. Dr. Jones will receive timely notice of his rights under COBRA. Dr. Jones, as a retiree, will also be eligible to remain on the District's health insurance plan, at his own cost, pursuant to Section 169.590 RSMo, provided that he submits the required documentation and makes timely premium payments in accordance with District rules.

4. As further consideration, the District agrees that it will provide a letter of reference, a copy of which is attached hereto as Exhibit B. All reference requests will be directed to the

Acting Superintendent, or his successor. The District agrees to only provide the following reference information: Dr. Jones' position, dates of employment and that he retired. Furthermore, if a prospective employer inquires regarding Dr. Jones' eligibility for rehire with the District, the District will respond that based on Dr. Jones' agreement to waive any right to being rehired, he is not eligible for rehire. Notwithstanding the above restriction, the District may also answer, if asked, that Dr. Jones' employment did not involve any allegations required to be reported under the Amy Hestir Act, provided, however, that if the District becomes aware of information that requires reporting to prospective employers under the Act, the District will satisfy its legal obligations under the Act and doing so will not be considered a violation of this Agreement. The District will also provide written notice to Dr. Jones if it determines that information is required to be reported under the Act to prospective employers. The District will also issue a public statement related to Dr. Jones' retirement from the District, a copy of which is attached hereto as Exhibit C. The District will not provide any additional details of Dr. Jones' employment unless required by law or with the written authorization of Dr. Jones.

5. In consideration of the payments, benefits and rights provided to Dr. Jones pursuant to this Agreement between the parties, Dr. Jones hereby forever releases the District from any and all manner of claims, complaints or causes of action of any kind and nature whatsoever, which Dr. Jones may have or claim to have by reason of his employment with the District or his separation from employment. Such released claims include, but are not limited to, claims alleging violations of the Missouri Administrative Procedures Act, claims alleging violations of any "Policy Statement", claims of discrimination under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2002e, et seq., Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681, the Rehabilitation Act of 1973, 29 U.S.C. § 794, the Americans with Disabilities Act ("ADA") and the ADA Amendments Act of 2008, 42 U.S.C. §12101, et. seq., 42 U.S.C. § 1981a; 42 U.S.C. § 1983, 42 U.S.C. § 1985; the Fair Labor Standards Act of 1938, 29 U.S.C. §201, et seq., claims under 42 USC §1981, claims under the Family and Medical Leave Act, 29 U.S.C. §2601, et seq., the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §1001, et. seq., the Missouri Human Rights Act, Mo. Rev. Stat. §213.010 et seq., the Missouri Service Letter Statute, §290.140 R.S.Mo., the Uniformed Services Employment and Reemployment Rights Act of 1994, the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et. seq., and any other federal, state or municipal statutes or ordinances relating to employment or discrimination in employment; claims of violation of procedural due process rights; claims of violation of substantive due process rights; claims of wrongful or unjust discharge, defamation, personal injury, emotional distress, invasion of privacy, tortious inference, or other tort claims; claims for worker's compensation benefits, claims for unpaid wages, vacation pay, holiday pay, bonuses, or other entitlements, benefits or payments; and claims of breach of contract arising from Dr. Jones' employment with the District, including Dr. Jones' separation from employment. It is understood that this Agreement expressly includes, but is not limited to, any claims for alleged personal, physical and emotional distress injuries, actual damages, liquidated damages, compensatory damages, statutory damages, common law damages, punitive damages, or any other type of damages, and includes all claims for attorneys' fees, court costs or other expenses incurred by Dr. Jones in pursuit of any claim against the District arising from Dr. Jones' employment with the District or separation therefrom. This Agreement shall not in any way impact any vested benefits that have already accrued to or may in the future accrue to Dr. Jones including his retirement funds or impact his rights related to continued health care coverage after separation under COBRA. In

addition, the release in this Agreement does not apply to any claims that Dr. Jones might have against the District for breach of this Agreement.

6. Dr. Jones agrees not to enter into any suit, action or other proceeding at law or in equity, to prosecute further any suit or action that might presently exist, or to make any claim or demand of any kind against the District asserting any claim released by Dr. Jones in paragraph 5 of this Agreement, other than an action to enforce his rights herein. If Dr. Jones enters into any action in violation of this paragraph, Dr. Jones shall pay all legal costs, including attorney's fees, incurred by the District incurred in defending against Dr. Jones' action.

7. Dr. Jones hereby represents, acknowledges, and warrants that he has not at any time heretofore assigned to any other person or entity all or any portion of any claim or potential claim whatsoever that he may have, or may have had, against the District. Dr. Jones agrees to indemnify, defend and hold the District harmless from and against any and all claims based upon or arising out of any such assignment or transfer, or attempted assignment or transfer, of any such claims, or any portion thereof or interest therein.

8. Dr. Jones and District acknowledges that they have had sufficient time to seek the advice and assistance of attorneys, that they fully understand all of the terms of this Agreement, that they have been afforded sufficient time to review this Agreement in order to decide whether to sign, that they have signed this Agreement of their own free will and under no threat or duress by one another or any other person and intend and agree that it is final and binding. The parties understand that, in the event of a breach of this Agreement, they may seek relief for such breach.

9. Dr. Jones understands and states that he has been given the opportunity to have at least twenty-one (21) days to consider the meaning and effect of this Agreement. Dr. Jones has been advised in writing in this Agreement that he may consult with an attorney before the execution of this Agreement. Dr. Jones may revoke this Agreement for a period of seven (7) days after he executes it, and he understands that this Agreement shall not become effective or enforceable until that seven-day period has expired.

10. Dr. Jones acknowledges and agrees that he waives any claim or right to employment, reinstatement to employment or reemployment with the District including, but not limited to any claims or rights pursuant to §168.101 R.S.Mo. and §§168.102 through 168.130 R.S.Mo. Furthermore, Dr. Jones agrees that he will not seek, nor will he accept, any employment in the future with the District.

11. Dr. Jones agrees to return any and all District property to the District upon acceptance and execution of this Agreement. Dr. Jones further agrees to immediately return any District property, including any copies or reproductions thereof, discovered to be in his possession after the effective date of this Agreement. The District also will allow Dr. Jones to retrieve any and all personal belongings and personal items from his District-issued computer upon acceptance and execution of this Agreement. The transfer and return of personal property will occur at a time mutually convenient to both parties.

12. The District further agrees to take any and all reasonable and necessary actions with its cell phone provider to abandon its current ownership of the cell phone number previously assigned to Dr. Jones and to assign it to Dr. Jones.

13. To allow a period of time for new District administration to lead the District effectively, Dr. Jones agrees that through June 30, 2024 he will not be present at District sponsored events or on District property without first obtaining written permission from the Superintendent or President of the Board of Education. Thereafter, through June 30, 2027, Dr. Jones will limit his presence on District property to events as a visitor for his grandchildren, children and/or their spouses who are students or employees of the District or to any public sporting event.

14. Dr. Jones understands and agrees that he is solely responsible for obtaining advice from his own attorney and/or tax preparer regarding the legal effect and tax consequences of receiving payment under this Agreement. Dr. Jones acknowledges that he has had the opportunity to consult with his own tax advisor and/or attorney regarding the taxability of any monies paid to him under this Agreement. He further acknowledges and understands that the District has not provided, and will not provide, any advice or other guidance to him regarding the taxability of such monies. The allocations in paragraph 3 represent the parties' good faith effort to properly characterize the settlement proceeds. Dr. Jones shall indemnify, defend and hold harmless the District for any federal or state taxes, interest and/or penalties, that might be incurred by Dr. Jones related to any payments made pursuant to the terms of this Agreement.

15. The parties agree that this Agreement and payment hereunder are not to be construed as an admission of any liability and that each party has denied any liability to the other.

16. The parties understand and agree that all terms of the Agreement are contractual and are not a mere recital, and represent and warrant that they are competent and possess the full and complete authority to covenant and agree as herein provided. The parties agree and stipulate that this Agreement was negotiated on an "arms-length" basis between parties of equal bargaining power. Accordingly, this Agreement shall be neutral, and no ambiguity shall be construed in favor of or against either party hereto.

17. If any party violates any of the provisions of this Agreement, the prevailing party shall be entitled to all costs and attorneys' fees incurred as the result of any action taken under this Agreement.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict or choice of law principles. The parties agree that any dispute arising under this Agreement shall be decided in Circuit Court of Cole County, Missouri, and the parties expressly consent to jurisdiction and venue in the Circuit Court of Cole County.

19. Dr. Jones understands that this Agreement is a public document pursuant to the Missouri Open Meetings Act, Chapter 610 of the Missouri Revised Statutes.


20. The parties have carefully read this Agreement in its entirety. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior oral and written communications, agreements or proposals between the parties concerning any of the

subject matters that comprise this Agreement. This Agreement may not be modified, amended, waived or canceled in any manner except by a writing signed by Dr. Jones and an authorized District official. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

21. The parties agree that this Agreement may be executed in authorized counterparts and by facsimile signature.

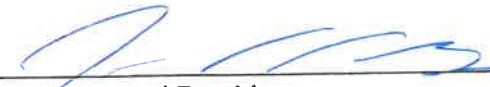
**IN WITNESS WHEREOF**, and intending to be legally bound, the parties have executed the foregoing Agreement.

Dated: 6-30-22

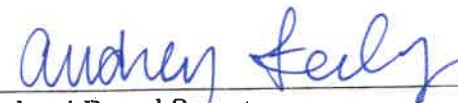
  
\_\_\_\_\_  
JAMES K. JONES

**ON BEHALF OF THE BOARD OF EDUCATION OF  
THE BLAIR OAKS R-II SCHOOL DISTRICT**

Dated: 6/30/22

By:   
\_\_\_\_\_  
School Board President

Dated: 6/30/22

By:   
\_\_\_\_\_  
School Board Secretary

**EXHIBIT A**

June 30, 2022

Board of Education  
Blair Oaks R-II School District  
6121 Falcon Lane  
Wardsville, MO 65101

RE: Retirement

Dear President and Board Members:

I am hereby submitting notice of my retirement from the Blair Oaks R-II School District, effective June 30, 2022.

Sincerely,

Dr. Jim Jones

cc: Jason Paulsmeyer,  
Board President

## **EXHIBIT B**

**BLAIR OAKS R-II SCHOOL DISTRICT**  
6124 Falcon Lane  
Jefferson City, MO 65101  
573-636-2020

June 30, 2022

To Whom it May Concern

RE: Dr. James (Jim) Jones – Letter of Reference

Dr. Jones spent 23 years of his 31 total years in public education in the Blair Oaks R-II School District before retiring at the end of the 2021-2022 school year. Dr. Jones came to Blair Oaks High School / Middle School to serve as Principal during the 1999-2000 school year. Dr. Jones served as Principal for four years, before assuming the position of Superintendent of Schools during the 2003-2004 school year. Dr. Jones' annual salary ending on June 30, 2022 was \$122,500.00.

When Dr. Jones arrived at the District in 1999, the District was classified as provisionally accredited by the Missouri Department of Elementary and Secondary Education (DESE) following a Missouri School Improvement Program review in 1996. During his time as Principal, the District earned the classification of accredited by the DESE.

In 2003, Dr. Jones assumed the position of Superintendent of Schools. In the years that followed, the District was recognized multiple years as accredited with distinction. Dr. Jones led three successful general obligation bond issues during his tenure as Superintendent. The first was to build the Falcon Athletic Complex which opened in 2006. Blair Oaks Middle School opened in 2009 for grades 5-8. The third was to build a new high school and redistribute grades across the other three buildings. This building opened in 2021. All these projects were made possible by timely purchases of land adjacent to the District. The District also grew from approximately 600 students to over 1,200 during Dr. Jones' tenure and moved from provisionally accredited to accredited. During this time, the District was one of the lowest spending school districts per pupil in Missouri.

During Dr. Jones' tenure with the District, the District also advanced to the State "Final Four" over 50 times in multiple sports including numerous State titles. During this same period, co-curricular programs like instrumental music, vocal music, and academic team saw similar results.

Dr. Jones retired from the District at the end of the 2021-2022 school year. We wish him the best in his future endeavors.



Very truly yours,

Mr. Jason Paulsmeyer  
President, Board of Education

## **Exhibit C**

### **Public Statement**

The Blair Oaks R-II Board of Education and Dr. Jim Jones jointly announce that Dr. Jones has decided to retire from the District effective on June 30, 2022. Dr. Jones has served the District for 23 years, including the last 19 years as Superintendent of Schools. The Board of Education wishes Dr. Jones the best in his newest endeavors and appreciates his service to the District.

Mr. Chris Marshall has been appointed as the Acting Superintendent and will serve in that role until an Interim Superintendent is hired. The Board plans to then conduct a full search for the next Superintendent. Information about the search process will be provided to the public in the near future.