

GENERAL MUTUAL RELEASE

This General Mutual Release ("Release") is entered into between Tammy Ferry and the Jefferson City School District (collectively, "Parties") as of the date of the execution of this Agreement by all Parties hereto and in accordance with the terms and conditions set forth below.

WHEREAS Tammy Ferry ("Plaintiff") was an employee of Jefferson City School District ("District" or "Defendant").

WHEREAS Plaintiff filed a lawsuit against Defendant in the Circuit Court of Cole County, Missouri, Case Number 17AC-CC00200 ("Lawsuit") asserting allegations of discrimination, harassment, retaliation, and defamation.

WHEREAS Defendant filed a Counterclaim against Plaintiff asserting allegations of Computer Tampering, Breach of Fiduciary Duties, Conversion, and Breach of Duty of Loyalty ("Counterclaim").

WHEREAS Defendant specifically denies all wrongdoing and denies that it violated Plaintiff's rights under any federal, state, or local statute or law and further denies any liability to Plaintiff in any respect whatsoever for monetary damages or otherwise. Any agreement made herein represents a compromise of a disputed claim, is not any acknowledgment by the Defendant of the truth of the allegations in Plaintiff's claims, is not an admission of any liability, and is being made in an effort to protect confidential student data and to ensure that any confidential student data in Plaintiff's possession is destroyed.

WHEREAS Plaintiff specifically denies all wrongdoing and denies that she violated Defendant's rights under any federal, state, or local statute or law and further denies any liability to Defendant in any respect whatsoever for monetary damages or otherwise. Any agreement made herein represents a compromise of a disputed claim, is not any acknowledgment by the Plaintiff of the truth of the allegations in Defendant's Counterclaim and is not any admission of liability.

WHEREAS by reason of the foregoing and the claims and allegations of Plaintiff and Defendant, as more fully set out in the Lawsuit and Counterclaim, controversies have arisen between Plaintiff and Defendant that they desire to compromise and settle, with any and all other claims and controversies which may exist between Plaintiff and the District, the District's Board of Education, members of the District's Board of Education, and any of their directors, officers, agents, employees, attorneys, servants, affiliates, insurers, self-insurers, subsidiaries, representatives, successors, and assigns, arising from Plaintiff's employment with or termination from the District, and all other claims identified in this Agreement.

Now, therefore, this Release is made for and in consideration of the following, the receipt and sufficiency of which Tammy Ferry and the District hereby acknowledge:

1. Defendant will pay, or cause to be paid, \$1,225,000 to Tammy Ferry, the sufficiency of which is hereby acknowledged, by the following means, and within ten (10) days

of both Tammy Ferry's acknowledgement and signing of this Release, and approval of this Release by the Board of Education, which shall be sought by August 18, 2022:

a. Payment at time of Settlement.

- (1) One check payable to Popham Law Firm, PC in the amount of \$540,000 for attorneys' fees and expenses.
- (2) One check payable to Tammy Ferry as compensation for economic damages for \$30,000, less required tax-based withholdings, for which a W-2 will issue.
- (3) One check payable to Tammy Ferry as compensation for non-economic damages, for \$155,000, less the amount of the District's employer side withholdings on account of the check issued in subpart (ii) above, and for which a 1099 will issue.

For point of clarification, the Parties agreed that the total cost of this settlement to Defendant would be no more than \$1,225,000. With respect to the portion of the settlement paid as wages, the amount of all applicable taxes paid by Defendant are to be deducted from the lump sum settlement.

b. Structured Settlement.

(1) Payment Amount

Defendant agrees to pay, or cause to be paid, a total of \$500,000 directly to MetLife Assignment Company, Inc. for the funding of the following periodic payments ("Periodic Payments"):

Payee: Tammy Ferry
\$6,372.34 monthly for 7 years (84 payments) certain only, commencing on 01/15/2023, and ending on 12/15/2029.

None of the Periodic Payments represent wages subject to FICA and/or FUTA.

(2) Plaintiff's Right to Payments

Plaintiff acknowledges that the Periodic Payments cannot be accelerated, deferred, increased or decreased by the Plaintiff or any payee; nor shall the Plaintiff or any payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise. Plaintiff understands that the Periodic Payments may only be paid out upon the due date and prior access to such funds is prohibited at any other time under the terms of this Agreement.

(3) Consent to Non-Qualified Assignment

Plaintiff acknowledges and agrees that Defendant and/or Firemen's Insurance Co of Washington, D.C. ("the Assignor"), may make a "non-qualified assignment" of his/her/their liability to make the Periodic Payments set forth in Section 2.2 to MetLife Assignment Company, Inc. ("The Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of Assignor's (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

Any such assignment, if made, shall be accepted by the Plaintiff without right of rejection and shall completely release and discharge the Defendant and Firemen's Insurance Co of Washington, D.C. from the Periodic Payments obligations assigned to the Assignee. The Plaintiff recognizes that, in the event of such assignment, the Assignee shall be the sole obligor with respect to the Periodic Payments obligations, and that all other releases with respect to the Periodic Payments obligations that pertain to the liability of the Defendant and Firemen's Insurance Co of Washington, D.C. shall thereupon become final, irrevocable and absolute.

(4) Right to Purchase an Annuity

The Assignee reserves the right to fund the liability to make the Periodic Payments set forth herein through the purchase of an annuity policy from Metropolitan Tower Life Insurance company ("Annuity Issuer"). The Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The Assignee may have Annuity Issuer mail payments directly to the Payee(s). The Claimant shall be responsible for maintaining current mailing addresses for Payee(s) with the Assignee.

(5) Beneficiary Information

Any payments to be made after the death of Tammy Ferry pursuant to the terms of this Settlement Agreement, shall be made to such person or entity as shall be designated in writing by Plaintiff to the Annuity Issuer. If no person or entity is so designated by Plaintiff, or if the person designated is not living at the time of the Plaintiff's death, such payments shall be made to her estate. No such designation or any revocation thereof shall be effective unless it is in writing and delivered to the Annuity Issuer. The designation must be in a form acceptable to the Annuity Issuer before such payments are made.

(6) Discharge of Obligation

The obligation of the Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check or electronic funds transfer in the amount of such payment to the designated address or bank account of the Payee(s) named in this Release.

2. The Structured Settlement described in Paragraph 1.b. above is subject to the following limitations:

- a. Christine Phillips must approve of all forms and documentation related to the structured settlement;
- b. The structured settlement company must be approved by Defendant's insurer, Continental Western Group/Firemen's Insurance Co of Washington, D.C.
- c. Plaintiff has selected Chris Harlan to represent her in the structured settlement, and Mr. Harlan will work with Christine Phillips to effectuate the structured settlement on a co-brokerage basis.
- d. Plaintiff will indemnify and defend Released Parties (as defined more fully in paragraph 3., below) from all liability, including but not limited to tax liability, arising from the structured settlement, and/or the characterization of any payments being made to Plaintiff.
- e. Subject to these restrictions, the Parties agree to cooperate with any and all requisite documentation to accomplish the structured settlement, including but not limited to proper and timely submission and/or execution of the annuity premium and a Non-Qualified Assignment Agreement or "Reinsurance Agreement."

3. Tammy Ferry fully, finally, and forever releases, waives, and discharges without limitation, exception or reservation, Jefferson City School District, the District's Board of Education, current and former members of the Board of Education, and their respective insurers, including Continental Western Group and Firemen's Insurance Co. of Washington, D.C., employees, individually named defendants, affiliates, successors, assigns, officers, agents, other insurers, servants, representatives, and all other entities affiliated with or related to Jefferson City School District, (collectively "Released Parties") from all liability, actions, claims, demands or lawsuits, which Tammy Ferry may have had or presently has against the Released Parties, including all claims arising in any manner out of Tammy Ferry's employment with or termination of employment from the District, whether known or unknown, and regardless of the theory of recovery.

4. Defendant fully, finally, and forever releases, waives, and discharges without limitation, exception or reservation, Tammy Ferry from all liability, actions, claims, demands or

lawsuits, which the District may have had or presently has against Tammy Ferry, including all claims arising in any manner out of Tammy Ferry's employment with or termination of employment from the District, whether known or unknown, and regardless of the theory of recovery.

5. Tammy Ferry agrees to destroy all the District files that she transferred to her personal Google account using the Takeout Application, and will provide an affidavit that the data has been destroyed and no longer exists. The signed affidavit will be provided with her executed copy of this Release.

6. Within ten (10) days of the delivery of the checks, as described in Paragraph 1. above, Tammy Ferry will dismiss the Lawsuit in full, with prejudice, with each party bearing and paying its own costs and expenses. Tammy Ferry will execute whatever documents may be necessary to effectuate such dismissal with prejudice.

7. Within ten (10) days of Tammy Ferry's dismissal of the Lawsuit, the District will dismiss the Counterclaim in full, with prejudice, with each party bearing its own costs and expenses. The District will execute whatever documents may be necessary to effectuate such dismissal with prejudice.

8. The Parties agree to maintain this Release, its terms, and negotiations confidentially to the extent permitted by law, and agree to use their best efforts to maintain the confidentiality of this Release, its terms, and negotiations to the extent permitted by law. Tammy Ferry and Jefferson City School District agree to not discuss, publicize, or otherwise disclose the terms of this Release, the negotiations leading up to it or the circumstances surrounding it now or in the future, except as provided below or otherwise required by law, including disclosures made directly or indirectly (*i.e.*, through another person, agent, or entity):

- a. Tammy Ferry may disclose this Release to her spouse, tax advisors, financial advisors, and lawyers, and agree that she will advise such spouse and advisors of this Release's confidentiality and that they will be liable for any breach of the confidentiality of this Release.
- b. The District may disclose this Release to its auditors, lawyers, administrators, state and federal agencies, and/or if otherwise required by state or federal law.
- c. The Parties may otherwise publicly only disclose that the matter has been resolved to the parties' mutual satisfaction.
- d. The Parties agree that any disclosure outside the bounds reasonably contemplated by this Release or otherwise in violation of its terms will result in a waiver of any rights to confidentiality such that the disclosing party consents to all statements the other party makes in response to such remarks or statements and the disclosing party releases the other party from all liability for remarks or statements made in response to such remarks or statements.

9. Tammy Ferry agrees and promises to not seek employment with the District in any capacity in the future, and that in the event that Tammy Ferry should in the future attempt to seek or make application for employment with or provide services as an independent contractor or volunteer to the District, her application and employment legitimately and lawfully may be denied, and the District will not be liable for any claim or cause of action based on the refusal or failure of the District to employ her.

10. Plaintiff agrees to refrain from making any disparaging remarks or statements, verbal or otherwise and to refrain from any retaliation, in any forum about the District, the Board, Board members, employees, agents or volunteers of the District. The District agrees to refrain from making any disparaging remarks or statements, verbal or otherwise and refrain from any retaliation, in any forum, about Plaintiff. For the purposes of this section "The District" shall mean, the Superintendent, Assistant Superintendents, and Board members sitting at the time of the execution of this Agreement. In the event that this non-disparagement clause is breached, the non-breaching party shall be entitled to injunctive and other relief, in addition to any other remedy which it may be entitled, to prevent such breach or threatened breach and to secure the enforcement of this Agreement. For purposes of this Section, "disparage" shall mean to make a statement, whether written or oral, about Plaintiff, the District, the Board, Board members, employees, agents or volunteers of the District relating to the subject matter of this Release that is false and/or injurious and/or that discredits or detracts from the reputation or character or business of the Plaintiff, the District, the Board, Board members, employees, agents or volunteers of the District.

11. Tammy Ferry agrees and promises to be responsible for payment in full of all federal, state or local income taxes, or other tax, if any, which may be assessed with respect to any amount paid pursuant to this Release, or any tax penalty assessed against the Releasees should it later be determined that any part of the settlement proceeds are subject to tax withholding requirements. Tammy Ferry agrees to indemnify and hold harmless the Released Parties for any damages resulting from any failure to withhold any taxes. Tammy Ferry agrees that she has not relied on the advice of the Releasees or their agents, representatives or attorneys concerning the taxability of any amount paid or to be paid pursuant to this Release.

12. All liens, fees, and expenses of all of Tammy Ferry's attorneys have or will be fully paid and extinguished, and Tammy Ferry agrees to indemnify and hold harmless the Released Parties from any liability for liens, fees, and expenses whatsoever she incurred related to the Lawsuit. Tammy Ferry is not a prevailing party in this matter for any purpose. In addition, Popham Law Firm, P.C. will indemnify and hold harmless Released Parties as to all potential attorneys' liens of other counsel acting on behalf of Plaintiff in connection with this settlement, and from any liability arising therefrom.

13. This Release constitutes the entire agreement between the Parties and shall not be construed as an admission of liability or wrongdoing.

14. Each Party warrants that they have not assigned the claims herein released to any other individual, company, or entity.

15. Each Party acknowledges, confirms, and agrees that they have been advised to seek legal counsel regarding this Release.

16. Each Party acknowledges, confirms, and agrees that they have read this Release and understand each of the term of this Release.

17. Each Party acknowledges, confirms, and agrees that they have entered into and executed this Release voluntarily and willingly.

18. This Release is binding on and inures to the benefit of the Parties, the Released Parties, and their successors, heirs, assigns, agents, representatives, and any trustees or conservators appointed for or on behalf of the Parties or their assets.

19. If a court of competent jurisdiction determines that any provision contained in this Release cannot be enforced, such determination shall not affect or invalidate the remainder of the Release.

20. The Parties each represent that no promises, inducements, or releases not herein expressed have been made or offered and that this Release is not executed in reliance upon any statement or representation except as specifically set out herein.

21. The Parties each agree and understand that the general rule that ambiguities are to be construed against the drafter shall not apply to this Release.

22. The provisions of this Release will be governed by the laws of the State of Missouri.

23. This agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire agreement.

[REMAINDER OF PAGE INTENTIONALLY KEPT BLANK]

By signing below, I declare that I am legally competent to execute this Release and that I voluntarily execute it with full knowledge of its contents and meaning for the purpose of waiving all possible claims as described herein.

Tammy Ferry
Tammy Ferry

STATE OF MISSOURI)

COUNTY OF Cole) ss.

On August 9, 2022, before me, a Notary Public in and for said state, personally appeared Tammy Ferry, known to me to be the person who executed the within instrument, and acknowledged to me that she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[Signature]
Notary Public

My Commission Expires: 7-19-2024



CHRISTOPHER M. SCHAPPE
My Commission Expires
July 19, 2024
Cole County
Commission #12380189

Agreed and approved by:

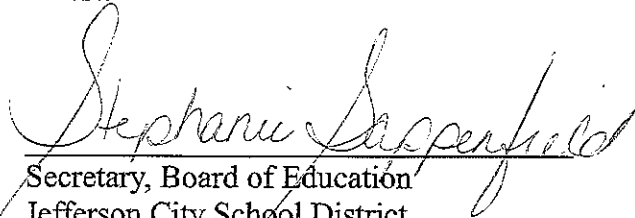
Dennis Egan for
The Popham Law Firm, PC

IN WITNESS WHEREOF, the undersigned, for the Jefferson City School District, has signed this document on the day and year indicated below.



President, Board of Education
Jefferson City School District

Attest:



Secretary, Board of Education
Jefferson City School District

8-18-2022

Date

8-18-2022

Date

Handwritten scribbles or marks, possibly a signature or initials, located in the upper right quadrant of the page.