

SEVERANCE, WAIVER AND RELEASE AGREEMENT

PARTIES

The parties to this Severance, Waiver and Release Agreement (“Agreement”) are Park City School District (the “District”), by and through its Board of Education, and Thomas Van Gorder (“Mr. Van Gorder”).

RECITALS

1. Mr. Van Gorder is employed by the District as its Associate Superintendent, Student Services.

2. Mr. Van Gorder has been employed by the District since 1994. He has been a very valuable employee to the District and possesses considerable knowledge and information about the District’s operation and programs. During the course of his employment he has received consistently excellent evaluations. He has been asked twice to be the Interim Superintendent and acted as Interim Superintendent for the District prior to the hiring of the current Superintendent. As Associate Superintendent Mr. Van Gorder is a career employee of the District, with a right to continuing employment pursuant to applicable Utah state law and District policies.

3. Notwithstanding Mr. Van Gorder’s long history of exemplary service to the District and legitimate expectation of continued employment by the District, the parties have mutually determined that they desire to end their employment relationship in the manner provided in this Agreement.

4. This Agreement is intended as the final statement and settlement of any rights or claims either party might have regarding Mr. Van Gorder’s employment with the District.

COVENANTS

The covenants of this agreement are as follows:

1. Date of Separation of Mr. Van Gorder’s Employment. Effective 31 August 2016, Mr. Van Gorder will retire from and cease to be a full-time employee of the District. Mr. Van Gorder shall be paid all wages that are due to him through the end of the day 31 August 2016 (the “Separation Date”) at his current rate of pay on his regularly scheduled pay date. Mr. Van Gorder will return to the District any and all equipment, property, files and information he has in his possession no later than 31 August 2016.

2. Purchase of Retirement Service Credit. Provided this Agreement is not revoked pursuant to paragraph 11, in conjunction with Mr. Van Gorder’s separation from the District on 31 August, 2016, the District will purchase on Mr. Van Gorder’s behalf, 95% of the cost of three years of past retirement service credit with the URS pursuant to Utah Code Ann. § 49-11-403 to be calculated and paid for as provided in Utah Code Ann. § 49-11-403, up to a

maximum cost to the District of two hundred thousand dollars (\$200,000.00). Mr. Van Gorder shall obtain the calculation of the purchase price from the URS and provide it to the District on or before August 16, 2016, and otherwise cooperate with the District to the extent necessary to carry out this provision and allow payment to be made by the District to URS prior to Mr. Van Gorder's retirement. Mr. Van Gorder acknowledges and agrees that he shall be solely responsible for the remaining 5% cost of purchasing the retirement service credit, and that the District's payment is contingent upon Mr. Van Gorder's providing evidence from URS that he has paid his portion of the cost of the service credit.

3. **Insurance Benefits.** The District shall maintain at its own expense all insurance benefits for Mr. Van Gorder for 180 days after the Separation Date.

4. **Administrative Bonus.** The District shall pay Mr. Van Gorder the administrative bonus for the year 2015-2016 as provided for in the District's Administrative Agreement dated June 24, 2015.

5. **Sick Leave.** Pursuant to Policy 7130, Sick Leave Incentive, the District shall pay Mr. Van Gorder his accrued sick leave.

6. **Vacation Leave.** The School District shall pay Mr. Van Gorder for his accrued vacation leave.

7. **Employment Inquiries.** If the District receives inquiries regarding Mr. Van Gorder's employment with the District, the inquiries shall be directed to the Superintendent or Associate Superintendent of Human Resources.

8. **Letters of Recommendation.** Mr. Van Gorder shall be provided with a letter of recommendation from the Superintendent.

9. **Transfer of Institutional Knowledge.** For a period of one year after the Separation Date, Mr. Van Gorder shall, make himself reasonably available to consult with, and respond to questions from, designated employees of the District as to matters that were within the scope of his responsibilities as Associate Director, Student Services. The purpose of such cooperation shall be to facilitate a transfer of Mr. Van Gorder's institutional knowledge as to past District policies, procedures, and practices on matters within his purview, and as to specific issues requiring ongoing compliance by the District including, but not necessarily limited to, that certain Resolution Agreement with the Office for Civil Rights dated April 13, 2016. The parties shall cooperate with each other and use good faith efforts to ensure that the obligations of this paragraph are carried out in a manner that does not interfere with any new employment of Mr. Van Gorder.

10. **Twenty-One Day Consideration Period.** This Agreement is being given to Mr. Van Gorder on June 23, 2016. Mr. Van Gorder may elect to take up to twenty-one (21) days to consider whether to accept this Agreement. BY EXECUTING THE AGREEMENT PRIOR TO THE EXPIRATION OF THIS TWENTY-ONE DAY CONSIDERATION PERIOD, MR. VAN GORDER IS KNOWINGLY AND VOLUNTARILY WAIVING THE OPPORTUNITY TO DO SO. If Mr. Van Gorder fails to execute this Agreement within the twenty-one (21) day

consideration period, then the terms and conditions contained in this Agreement are automatically withdrawn without further action or notice by the District.

11. **Seven-Day Revocation Period.** Following execution of this Agreement, Mr. Van Gorder shall have seven (7) days in which to revoke this Agreement. To be effective, the revocation must be in writing and signed by Mr. Van Gorder and must be delivered to and received by the District's Associate Superintendent of Human Resources before 5 p.m. of the 7th day. This Agreement shall become effective on the eighth (8th) day following execution.

12. **Waiver and Release by Mr. Van Gorder.** In consideration of the benefits provided in this Agreement, Mr. Van Gorder, for himself and his heirs, legal representatives, assigns, successors, representatives, and attorneys, hereby waives and releases the District and its successors, Board members, administrators, employees, agents, representatives, related entities and attorneys (the "Released Parties") from any and all claims, demands, actions, causes of action, charges of discrimination or harassment, obligations, rights, damages, attorney fees, costs and liabilities of any nature whatsoever (including claims for wages, benefits and claims for costs and attorneys' fees) which he may have, whether known, unknown, suspected, or later discovered, arising out of, based upon, or related to the termination of the Employment Relationship between himself and the District and which arose on or before the date of this Agreement (the "Released Claims"). The Released Claims include any claims under any local, state, or federal laws prohibiting discrimination in employment, including under the Americans with Disabilities Act (as amended), Title VII or other provisions of the federal Civil Rights Acts, Pregnancy Discrimination Act, Equal Pay Act, the federal Family and Medical Leave Act, the Employee Retirement Income Security Act, Utah anti-discrimination laws; all claims for harassment or discrimination on account of race, gender, national origin, religion, disability, age, sexual orientation, or any other protected status; claims alleging any legal restriction on the District's right to terminate its employees; personal injury or other tort claims; and claims for wrongful discharge, retaliation, breach of contract, promissory estoppel, defamation, interference with business expectancy, or infliction of emotional distress. **The Released Claims further specifically include the release of any and all claims by Mr. Van Gorder under the federal Age Discrimination in Employment Act ("ADEA"), as amended. Mr. Van Gorder agrees that he knowingly and voluntarily intends to release the Released Parties from any and all claims for damages or other remedies he may have under the ADEA. This release is not to be construed as a waiver of ADEA claims that may arise after the execution of this Agreement.** In consideration of the benefits provided in this Agreement, Mr. Van Gorder, for himself and his heirs, legal representatives, signs, successors, representatives and attorneys hereby releases the District of any and all claims arising out of or relating to his employment with the District through 31 August 2016.

13. **Waiver and Release by the District in Consideration of the Benefits Provided in this Agreement.** In consideration of the benefits provided in this Agreement, the District, hereby waives and releases Mr. Van Gorder, his heirs, legal representatives, assigns, successors, representatives and attorneys from any and all claims, rights, demands, debts, liabilities or causes of action, past, present or future, whether known or unknown, arising out of or relating to Mr. Van Gorder's employment with the District through 31 August 2016.

14. **Confidentiality.** Except as necessary to consult with attorneys, accountants and advisors, the parties will maintain the terms of this Agreement in confidence unless disclosure is required by law or otherwise approved by the other party to the agreement in writing.

15. **Non Disparagement.** The District and Mr. Van Gorder agree that they will not publically disparage each other. For purposes of this paragraph, “publically disparage” shall mean any negative statement, whether written or oral, about either party, made to any third party that directly or indirectly maligns either party’s name and/or reputation (including as to the District, its current administrative cabinet members). The District will inform the current members of its Board of Education and administrative cabinet of this non-disparagement provision. Mr. Van Gorder acknowledges and agrees that the District cannot control or be responsible for what other District employees may say about the circumstances of his departure and that the District shall not be liable for any breach of this provision on the basis of employees of the District who are not specifically informed of this provision. The parties recognize that they are likely to receive media inquiries regarding Mr. Van Gorder’s departure from the District. The District (through its Superintendent and Media Relations Coordinator) and Mr. Van Gorder will cooperate to develop a mutually agreeable media statement and/or talking points addressing the circumstances of his departure and that the decision to separate was a mutual one that each felt was in their respective best interests.


16. **Attorneys’ Fees.** If a party initiates any dispute concerning construction or interpretation of this agreement or any other issue arising out of Mr. Van Gorder’s employment relationship with the District, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys’ fees.

17. **Duty to Defend.** The District agrees that it shall defend, hold harmless and indemnify Mr. Van Gorder from any and all demands, claims, suits, actions and legal proceedings brought against him in his individual capacity, or in his professional capacity as an agent and employee of the Board, provided that the event or events giving rise to such claim occurred while Mr. Van Gorder was acting within the scope of his employment with the District. If in the good faith opinion of Mr. Van Gorder and the District’s legal counsel, a conflict or potential conflict exists as regards to the defense to such claim between the legal position of Mr. Van Gorder and the legal position of the Board, Mr. Van Gorder may engage counsel in which event the District shall indemnify Mr. Van Gorder for the costs of legal defense if the alleged act for which legal counsel is needed is determined to have been within the scope of Mr. Van Gorder’s employment. In the event of a state grand jury indictment or filing of an information in connection with an act or omission of Mr. Van Gorder while Mr. Van Gorder was acting within the scope of his employment, Mr. Van Gorder shall be entitled to all rights afforded to him as an employee of a public entity under the “Reimbursement of Legal Fees and Costs to Officers and Employees Act” currently enacted at Utah Code Ann. § 52-6-101 through -202 (2016), regardless of whether said Act is in the future amended or repealed and regardless of whether Mr. Van Gorder is still employed by the District at the time any such indictment or information is filed.


18. Integration and Savings Clause. This Agreement contains the entire agreement between the parties. Any previous statements or understandings, whether expressed or implied, oral or written, relating to the subject matter of this Agreement are fully extinguished and superseded by this Agreement. Further, the Agreement shall not be altered or varied, except by writing signed by all parties. Parties hereby expressly waive the right to claim that the Agreement was or has been altered, modified or otherwise changed by oral communication. If it is determined that any provision of this Agreement is void or illegal, the remainder of the Agreement shall continue to be enforced and effect and shall be modified in a manner to achieve the intent of the parties.

19. Board Approval. This Agreement is subject to the approval of the District's Board of Education. This Agreement shall be null and void unless approved by the Board in a duly noticed open meeting on or before the Separation Date of August 31, 2016. If this Agreement is executed by Mr. Van Gorder prior to its formal approval by the Board, it shall not become effective unless and until the Board formally approves it.


Dated this 13 day of July, 2016


Thomas Van Gorder

Dated this 13th day of July, 2016


Board of Education of Park City School District
By: Tania Knauer
Its: President

Dated this 13th day of July, 2016


By: Todd Hauber
Its: Business Administrator