

SEPARATION, RELEASE, AND CONSULTING SERVICES AGREEMENT

Parties

The Parties to this Separation, Release, and Consulting Services Agreement (“Agreement”) are Salt Lake City School District (“the District”), by and through the Board of Education of Salt Lake City School District, a public corporation and legal subdivision of the State of Utah (sometimes known as the Board of Education – Salt Lake City Schools or Board of Education of Salt Lake City Schools, and all of which are referred to herein as the “Board”), and Dr. Timothy Gadson (“Dr. Gadson”).

Basis

1. Whereas, Dr. Gadson has been employed by the Board as the District’s Superintendent of Schools since July 1, 2021, pursuant to the “Employment Contract Between Timothy Gadson and the Board of Education of Salt Lake City School District” dated March 16, 2021 (the “Employment Contract”).
2. Whereas, the Parties now desire to end their employment relationship while still allowing for the on-going provision of consulting services by Dr. Gadson, as set forth herein.
3. Whereas, this Agreement is intended as the final statement and settlement of any rights or claims the Parties might have against each other in connection with Dr. Gadson’s employment pursuant to the Employment Contract (the “Employment Relationship”).

Terms

The terms of this Agreement are as follows:

1. No Admission of Liability. Nothing in this Agreement shall be construed as an admission by any Party of any wrongdoing, liability, or noncompliance with any federal, state, city, or local rule, ordinance, statute, common law, or other legal obligation. The Parties specifically disclaim and deny any such wrongdoing or liability.
2. Resignation by Dr. Gadson. Dr. Gadson hereby resigns from his employment for personal reasons as of October 1, 2022 (the “Resignation Date”) and ceases to be an employee of the Board/District. The Board/District accepts Dr. Gadson’s resignation. The Parties agree that the Employment Contract is terminated as of the Resignation Date and the Parties shall have no further obligations thereunder. This resignation may not be withdrawn, rescinded or modified after the Effective Date of this Agreement except by the written agreement of all parties. In connection with his resignation, Dr. Gadson shall receive the following:
 - a. Dr. Gadson shall be paid all wages earned by him through the Resignation Date at his current rate of pay on his regularly scheduled pay date, to include a trueing up between amounts earned and amounts paid to date.
 - b. Dr. Gadson shall be paid 56 hours of accrued unused personal leave in the amount of \$7,231.00.
 - c. Dr. Gadson shall be paid 160 hours of accrued unused vacation leave in the amount of \$20,660.00.

These payments will be made to Dr. Gadson on the next regularly scheduled payroll date after the Effective Date of this Agreement, by means of direct deposit as per information currently on file in the District’s Human Resources department.

3. Consulting Services Agreement. The Parties agree that from October 2, 2022 through June 30, 2023, Dr. Gadson shall make himself available to provide consulting services to the Board and to allow for the transfer of institutional knowledge to the Board's administrative designees, as such may be requested by the Board (the "Consulting Relationship"). During the term of the Consulting Relationship, consulting duties shall be assigned and undertaken only with the knowledge and consent of the Board, through its duly elected President and Vice-President, and the Board shall not be obligated to request such services. Provision of such consulting services shall be subject to reasonable advance notice from the Board or its designee (generally at least 48 hours) and services requested shall be reasonably related to the duties that were performed during his employment or which otherwise would have been expected to be performed by Dr. Gadson pursuant to the Employment Contract during the original term of same.
 - a. In exchange for his availability to provide such consulting services, and regardless of the amount of consulting services actually provided, Dr. Gadson shall be paid the amount of \$18,251.58 per month, on a monthly basis. Such amounts shall be paid by direct deposit no later than the 25th of each month, using account information currently on file with the District.
 - b. Dr. Gadson shall not be eligible for any District benefits during the term of the Consulting Relationship.
 - c. All amounts paid by the District to Dr. Gadson during the term of the Consulting Relationship shall be reported by the District through the filing/issuance of IRS Form 1099-NEC, Non-Employee Compensation. Dr. Gadson takes full responsibility for any applicable state and federal tax withholding(s) from these consulting payments. Consequently, Dr. Gadson agrees to indemnify the Board/District against any tax liabilities or penalties arising from the consulting payments that are or may be imposed upon the Board/District that would or should be Dr. Gadson's responsibility.
 - d. The Consulting Relationship shall automatically end on June 30, 2023, with neither Party having any further rights or obligations thereafter.

4. Additional Consideration.
 - a. Health Insurance. During the term of the Consulting Relationship, the District will pay for the cost of COBRA continuation coverage, to provide for ongoing health insurance at District expense, as per Dr. Gadson's healthcare coverage elections in place as of September 21, 2022. The District shall cause such payments to be issued directly to its health insurer or plan administrator, however, Dr. Gadson shall be responsible for ensuring that all necessary COBRA election paperwork is timely completed and returned to the appropriate party as per enrollment packet instructions to avoid any lapse in coverage. The District shall not be responsible for any lapse in coverage caused by a failure to timely submit COBRA enrollment paperwork.
 - b. Attorney Fees. Within 15 days of the Effective Date of this Agreement the Board shall cause to be paid directly to Dr. Gadson's attorneys the sum of fifteen thousand dollars (\$15,000.00), by means of check issued to Strindberg & Scholnick, LLC, which shall be delivered to the following address:

Strindberg & Scholnick, LLC
40 South 600 East
The Historic Sarah White Home
Salt Lake City, Utah 84102

5. Employment Inquiries/Neutral Reference. Dr. Gadson shall direct all employment inquiries to the Board President or in their absence, the Vice-President. Board leadership shall respond by referring the inquiry to the District's Director of Human Resources, who shall provide the following information: dates worked, job titles held, salary at time of departure, and that Dr. Gadson resigned from his employment with the District for personal reasons. The Human

Resources Director may further provide any third party with the joint public statement agreed upon between the parties pursuant to paragraph 7 below.

6. Access to District Data/Other District Property. The Board will arrange for Dr. Gadson to be provided with written reports showing the disaggregated academic performance, discipline, and graduation rates of the District's students for the 2021-22 school year. Provision of reports shall be coordinated through the District's Business Administrator. Dr. Gadson represents that he has not retained electronic or hard copies of other documents or records belonging to the District containing personally identifiable student information or employee information classified as private, protected, or controlled pursuant to the Government Records Access and Management Act ("GRAMA") or which is protected from disclosure pursuant to the Family Educational Rights and Privacy Act ("FERPA") or applicable Utah student data privacy laws. The District acknowledges that Dr. Gadson has returned all keys, ID badge, cell phone, laptop, and any District owned electronic devices and Dr. Gadson represents he is not in possession of any other District owned property.
7. Joint Public Statement. The Board and Dr. Gadson have previously issued the following statement: "Dr. Timothy Gadson asked the Board to accept his resignation from the position of Superintendent of the Salt Lake City School District, effective October 1st, citing personal reasons. While the Board agreed to accept his resignation, it has asked Dr. Gadson to remain on in the capacity of a consultant through the term of his contract, and Dr. Gadson has agreed to do so. He will be taking personal time next week while the parties finalize their agreement. Notwithstanding public speculation to the contrary, there has been no finding of any wrongdoing on the part of Dr. Gadson and no violation of law by either Dr. Gadson or the Salt Lake City School Board." The Parties, including individual Board members of the Board as currently comprised, agree that they shall not make or cause to be made by any third party, any comment regarding the circumstances of Dr. Gadson's employment and resignation and/or the actions of the Board/District relating thereto beyond what is in the preceding joint statement, without the express written permission of the other Party or their attorneys of record. For avoidance of doubt: (1) without explicitly or implicitly contradicting the prior statement, Board members shall not be precluded from stating that their votes always reflect what they believe is in the best interest of the District and its various constituents such as students, employees, parents, and taxpayers; and (2) nothing about this paragraph shall be interpreted to prevent either Party from providing records in response to a duly issued subpoena or other applicable law, or to prevent any individual, including Dr. Gadson, District employees, and Board members, from testifying truthfully and to the best of their ability in connection with any legal process, governmental agency inquiry, investigation or audit.
8. 21-Day Consideration Period. This Agreement is being provided to Dr. Gadson on September 28, 2022. Dr. Gadson shall have 21 days in which to consider this Agreement. Dr. Gadson acknowledges that any changes, edits, or modifications made to this Agreement between when it is first given to him and when it is signed shall not restart the 21-day consideration period. Dr. Gadson acknowledges and agrees that by executing this Agreement prior to the expiration of the 21-day period, he has waived the balance of that period, if any. If Dr. Gadson fails to execute this Agreement before the expiration of the later of the 21-day period, then the terms and conditions contained in this Agreement are automatically withdrawn without further action or notice.
9. Seven Day Rescission Period. Following execution of this Agreement, Dr. Gadson shall have seven (7) days in which to rescind this Agreement. To be valid, the rescission must be in writing and signed by Dr. Gadson and must be delivered to and received by the District's Business Administrator, Alan Kearsley, before 5 p.m. of the seventh (7th) day. For notification purposes, Mr. Kearsley's address is as follows:

Hand Delivery/FedEx
465 South 400 East
Salt Lake City, Utah 84111

U.S. Mail
440 East 100 South
Salt Lake City, Utah 84111

Provided it is not rescinded as provided for herein, this Agreement shall become effective on the eighth (8th) day following execution (the “Effective Date”).

10. Mutual Waiver and Release. In exchange for the consideration provided herein, the Parties agree to the following mutual waivers and releases of claims.

- a. The Parties fully and forever release and discharge each other, including Dr. Gadson and his heirs and assigns, the Board, District, individual Board members, officers, administrators, employees, agents, representatives, related entities and attorneys, and all persons acting by, through, under or in concert with them, whether previously or later affiliated in any manner (collectively “Released Parties”) from any and all claims, demands, actions, causes of action, 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 the Released Parties may have against each other, whether known, unknown, suspected, or later discovered, arising out of, based upon, or related to the Employment Relationship between Dr. Gadson and the Board and which arose on or before the date of this Agreement (the “Released Claims”). The Released Claims include any claims for breach of the Employment Contract or any other contract; 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, and/or Utah anti-discrimination laws; all claims for harassment or discrimination on account of race, gender, national origin, religion, disability, sexual orientation, or any other protected status; claims alleging any legal restriction on the Board/District’s right to terminate its employees; personal injury or other tort claims; and claims for wrongful discharge (in violation of public policy or otherwise), retaliation, constructive discharge, promissory estoppel, defamation, interference with business expectancy, infliction of emotional distress, and breach of the duty of good faith and fair dealing. Without limiting the scope of the release herein, the Released Claims also include, without limitation, any claims or potential claims against any of the Released Parties for wages, earned vacation, paid time off, bonuses, expenses, severance pay, and benefits earned through the date of the execution of this Agreement except as otherwise explicitly provided for herein.
- b. Nothing contained in this paragraph 10 above or paragraph 11 below shall be a waiver of any claims that cannot be waived by law. Dr. Gadson represents that he has not and will not institute, prosecute or maintain on his own behalf, before any administrative agency, court or tribunal, any demand or claim of any type related to the matters released herein. The Parties understand that nothing contained in this Agreement will be interpreted to prevent Dr. Gadson from exercising his federally protected right to cooperate in any such governmental agency investigations. However, Dr. Gadson agrees that he is waiving the right to monetary damages or any other individual legal or equitable relief that could be awarded as a result of any such proceeding whether on his or anyone else’s behalf.

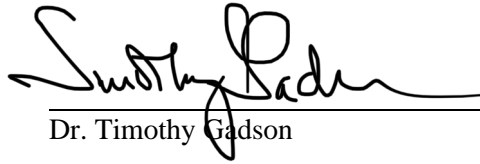
11. **ADEA Waiver.** The Released Claims further specifically include the release of any and all claims by Dr. Gadson under the federal Age Discrimination in Employment Act (“ADEA”), as amended. Dr. Gadson agrees that he knowingly and voluntarily intends to release the Released Parties from any and all 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.

12. Knowing and Voluntary Agreement. The Parties expressly acknowledge this Agreement is a good faith resolution of their employment relationship and is entered into absent any collusion, fraud, undue influence or tortious conduct by the parties. Dr. Gadson acknowledges that he is entering into this Agreement of his own volition. Dr. Gadson acknowledges that he has been given adequate time to review this Agreement with his attorneys or any other advisor he desired and that he has sought such advice before signing this Agreement. He further acknowledges that he is relying on his own judgment and that of his advisors in entering into this Agreement and that he is not relying on the advice or judgment of the District or any of its employees, attorneys or agents.
13. No Waiver. Failure to insist on compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any provision, right or power set forth in this Agreement at one time be deemed a waiver of any provision, right or power at any other time.
14. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
15. Integration and Savings Clause. This Agreement contains the entire understanding 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 a writing signed by all parties. The 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 shall be modified in a manner to achieve the intent of the parties.
16. Governing Law. This Agreement shall be governed by and subject to the laws and exclusive jurisdiction of the courts of State of Utah. All disputes will be decided in the venue of State of Utah's Third Judicial District Court in and for Salt Lake County, Utah.
17. Dispute Resolution. In the event of a dispute between the Parties concerning any provision of this Agreement, including a dispute as to any Party's rights and obligations under any such provision, the Parties agree to the following dispute resolution mechanisms prior to the filing of any suit: (1) notice to, and discussion between Dr. Gadson and the Board or their designees; (2) submission to mediation with the costs of mediation to be shared equally by both Parties.
18. Attorneys' Fees. If a Party initiates any dispute concerning construction or interpretation of this agreement or any other issue arising out of the Employment Relationship or subsequent Consulting Relationship, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees.
19. Board Ratification. This Agreement is subject to the ratification of the Board of Education of Salt Lake City School District, in a duly noticed open meeting. This Agreement shall automatically be deemed null and void and without legal effect unless ratified by the Board not later than the first meeting of the Board following the Effective Date.

20. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which shall be considered an original for all purposes. In addition, an electronically signed, or other electronic or facsimile copy of this Agreement shall have the same force and effect of an original document.

DATED this ____ day of October, 2022.



Dr. Timothy Gadson

DATED this ____ day of October, 2022.

Board of Education of Salt Lake City School District

By: Melissa Ford
Its: President

DATED this ____ day of October, 2022.

Salt Lake City School District

By: Alan Kearsley
Its: Business Administrator

Further approved, ratified, and agreed to by:

DATED this ____ day of October, 2022.

Board of Education of Salt Lake City School District

By: Nate Salazar
Its: Vice President

DATED this ____ day of October, 2022.

Board of Education of Salt Lake City School District

By: Mohamed Baayd
Its: Member

DATED this _____ day of October, 2022.

Board of Education of Salt Lake City School District

By: Katherine Kennedy
Its: Member

DATED this _____ day of October, 2022.

Board of Education of Salt Lake City School District

By: Jennifer Sika
Its: Member

DATED this _____ day of October, 2022.

Board of Education of Salt Lake City School District

By: Kristi Swett
Its: Member

DATED this _____ day of October, 2022.

Board of Education of Salt Lake City School District

By: Bryce Williams
Its: Member