

SEVERANCE AND GENERAL LIABILITY RELEASE AGREEMENT

The following constitutes the complete Severance and General Liability Release Agreement (“Agreement”) by and between Robin Parr (“Parr”) and Tipton Community School Corporation (the “School”). The School and Parr are referred to hereafter collectively as “the Parties.”

WHEREAS, Parr is an employee of the School;

WHEREAS, the School desires to terminate the Parties’ employment relationship; and

WHEREAS, in exchange for entering into this Agreement, the School desires to provide Parr with severance to allow Parr to transition to the next opportunity.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. *Incorporation of Recitals.* The foregoing recitals are incorporated into this Agreement as if set forth fully herein.
2. *Termination of the Parties’ Employment Relationship.* Parr’s employment is terminated as of December 31, 2020 (the “Termination Date”). Parr agrees to perform, during normal work hours, all reasonable tasks to transition her duties, including providing information about processes and other aspects of her position.
3. *The School’s Payment to Parr.* The School will continue to pay Parr for work performed up to and including the Termination Date and issue a final paycheck at the next usual pay day following the Termination Date. The School will issue this final paycheck regardless of whether Parr executes this Agreement. In addition, and in consideration of executing this Agreement and fulfilling the promises contained herein, the School will continue to pay Parr her normal wages had she remained employed for the period January 1 to March 31, 2021 (the “Severance Payment”). The School will pay the Severance Payment in bi-weekly installments and consistent with normal payroll practices. To avoid doubt, the Parties agree that the gross amount of the Severance Payment will be \$11,781. Parr’s final paycheck and the Severance Payment are subject to customary tax withholdings. Additionally, the School will pay up to three months (January, February, and March 2021) of COBRA (medical only) premiums on Parr’s behalf commencing on the first full month after the termination date.
4. *Parr’s Acknowledgment and Agreement Regarding the Payments in Paragraph 3.* Parr acknowledges that upon payment of Parr’s final paycheck and, if Parr executes this Agreement, payment of the Severance Payment and COBRA premiums, Parr will have been compensated for all amounts to which Parr is entitled that arise out of this Agreement and termination of Parr’s employment.
5. *Parr’s Right to Review and Revoke Agreement.* Parr shall have twenty-one (21) days to review this Agreement. If Parr signs this Agreement, Parr has seven (7) days to revoke it (the

“Revocation Period”) by sending written notice to Ryan Glaze, 1051 South Main Street, Tipton, Indiana 46072.

6. *General Release by Parr.* Parr hereby irrevocably and unconditionally forever discharges, releases, and waives for Parr, Parr’s heirs, executors, transferees, and assigns all legal and equitable obligations, claims, liabilities, and causes of action of any kind or nature (including for attorney fees, interests, expenses and costs) against the School and its board, employees, insurers, assigns, and all other persons acting through the School (the “Released Parties”), from any and all complaints, claims, demands, liabilities, damages, obligations, injuries, actions or rights of action of any nature whatsoever (including without limitation claims for damages, attorney fees, interests, and costs), whether known or unknown, disclosed or undisclosed, administrative or judicial, suspected or unsuspected, including, but not limited to, any claims based upon, arising out of, or in any manner connected with Parr’s employment with the School, the termination of Parr’s employment, and/or any acts, omissions or events occurring on or before the date Parr signs this Agreement. Without limiting the generality of the foregoing, Parr acknowledges that the foregoing release and covenant not to sue includes, but is not limited to, and constitutes a complete waiver of, any and all possible claims Parr has or may have against the Released Parties under Title VII of the Civil Rights Act of 1964, The Equal Pay Act, the Parr Retirement Income Security Act, the Age Discrimination in Employment Act, the Older Workers Benefits Protection Act, the Americans with Disabilities Act, and any other employment discrimination laws, as well as any other claims based on constitutional, statutory, common law or regulatory grounds. The Parties intend that the foregoing release be construed as broadly as possible.

7. *Claims not released.* This Agreement does not prohibit Parr from filing an administrative charge of discrimination with a governmental agency such as the United States Equal Employment Opportunity Commission (“EEOC”) relating to Parr’s employment with the School; provided, however, Parr waives and releases, to the fullest extent permitted by applicable law, any and all entitlement to any form of personal relief arising from such charge or any legal action relating to such charge. If the EEOC or any other administrative agency or person brings a complaint, charge, or legal action on Parr’s behalf or for Parr’s benefit against any of the Released Parties based on any acts, omissions, or events arising out of Parr’s employment with the School or the termination thereof, Parr hereby waives any rights to, and will not accept, any remedy obtained through the efforts of such agency or person.

8. *Confidentiality.* The Parties agree that this Agreement is a confidential document that cannot be disclosed to any third party, except by the written consent of the Parties, as required by law, or as stated in the exceptions below. The Parties will not divulge any facts or opinions related to this matter to any third party other than legal counsel, lender, an accountant or financial or advisor, provided, however, that in the event of disclosure to any of these persons, the disclosing party will inform the person of the disclosing party’s confidentiality obligations and secure the person’s agreement to be bound as such. Should either party be served with any court order compelling it to disclose the existence of this Agreement or its terms, the party so served shall immediately inform the other of the existence of the order and provide a copy thereof.

9. *Liquidated damages.* The Parties acknowledge and agree that damages which will result to the School for any breach of this Agreement by Parr, including any breach of

Paragraph 8 above, will be extremely difficult or impossible to establish or prove. The Parties therefore acknowledge and agree that any breach of this Agreement by Parr shall entitle the School to liquidated damages in the amount of \$1,000 per occurrence and, to the extent the School's payment to Parr under Paragraph 3 above has not been completed, the elimination of any obligation for the School to make such payments.

10. *Mutual Acknowledgment of No Admission of Liability.* The Parties understand and agree that neither this Agreement nor anything provided in it constitutes an admission by any party that it has violated any law or has any legal liability to any other party.

11. *Opportunity for Attorney Review; Other Acknowledgements; Signatory Authority.* The Parties acknowledge that each has had an opportunity to consult with an attorney before executing the Agreement; that they have been provided with the opportunity to ask questions about each and every provision of this Agreement; and that they understand the effects of this Agreement as well as their legal rights.

12. *Interpretation.* The Parties acknowledge and agree that this Agreement shall be interpreted according to the plain meaning of its terms and shall not be interpreted in favor of or against any party because of such party's ability or inability to control the drafting of this Agreement.

13. *Entire Agreement; Governing Law; Exclusive Jurisdiction.* This document sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings, whether written or oral, pertaining to the subject matters of this Agreement. This Agreement shall be interpreted by the laws of the State of Indiana, without regard to choice of law rules. Any action arising out of this Agreement shall be maintained in the exclusive jurisdiction of the Circuit and Superior Courts of Hamilton County, Indiana.

APPROVED and ACCEPTED:

Tipton Community School Corporation, by:

Robin Parr

Dr. Ryan Glaze, Superintendent

Date Signed

Date Signed