

SHAKOPEE PUBLIC SCHOOLS



SCHOOL BOARD AGENDA



Independent School District 720 – Shakopee Public Schools
Shakopee Public Schools District Office Board Room, 1200 Town Square, Shakopee, MN
55379

June 19, 2017
6:00 PM

Board of Education

1. CALL TO ORDER AND ROLL CALL - CHAIR SWANSON.
2. CONSIDERATION OF AGENDA AS PRESENTED AND ADDITIONS.
3. NEW BUSINESS ACTION ITEMS
 3. 1. Acceptance of Resignation 3

School Board Chair Scott Swanson will present a resolution to accept the resignation and approve the separation agreement for Superintendent Dr. Rod Thompson .

Recommended Action

Approve the resolution to accept the resignation of Superintendent Dr. Rod Thompson and approve the separation agreement as presented.

Presenter: School Board Chair Scott Swanson

Time: 5 minutes
4. RECOGNITION OF VISITORS TO BOARD MEETING.

Comments from individuals will be limited to 2 minutes each. Please note that the School Board will not be responding to comments.
5. UPCOMING MEETINGS AND IMPORTANT DATES

June 26, 2017 School Board Summer Retreat 6:00PM
July 10, 2017 School Board Finance Committee Meeting 5:00PM
July 10, 2017 School Board Business Meeting 6:00PM
July 24, 2017 School Board Learning Session 6:00PM
6. ADJOURNMENT

**EXTRACT OF MINUTES
OF MEETING OF SCHOOL BOARD
OF INDEPENDENT SCHOOL DISTRICT NO. 720,
SHAKOPEE, MINNESOTA**

Pursuant to due call and notice thereof, a special meeting of the School Board of Independent School District No. 720, Shakopee, Minnesota, was held on the 19th day of June, 2017, at 6:00 o'clock p.m.

The following Board Members were present:

Bowerman, Hallett, McKeand, Pass, Romansky, Tucker + Swanson

and the following were absent:

None

Board Member *Bowerman* introduced the following resolution and moved for its adoption:

**RESOLUTION APPROVING A SEPARATION AGREEMENT
AND ACCEPTING THE RESIGNATION OF
SUPERINTENDENT DR. RODNEY THOMPSON**

WHEREAS, Dr. Rodney Thompson ("Dr. Thompson") is employed as the Superintendent of Schools of Independent School District No. 720, Shakopee, Minnesota ("the School District");
and

WHEREAS, the School District and Dr. Thompson have entered into discussions and, in interests of mutual accommodation, negotiated a Separation Agreement ("the Agreement"), pursuant to which Dr. Thompson has tendered his written resignation effective June 30, 2017.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the School Board of Independent School District No. 720 as follows:

1. That the Agreement by and between the School District and Dr. Thompson, attached hereto, is hereby approved.

2. That the Chair and the Clerk of the School Board are hereby authorized to execute, by and on behalf of the School Board, the Agreement by and between the School District and Dr. Thompson.

3. That the resignation of Dr. Thompson be and hereby is accepted effective June 30, 2017.

The motion for the adoption of the foregoing resolution was duly seconded by Board Member Tucker and upon ^{roll call} vote being taken thereon, the following

voted in favor thereof:

Bowerman, Hallett, McKeand, Pass, Romanosky, Tucker & Saxe-Serj

and the following voted against the same:

None

whereupon said resolution was declared duly passed and adopted.

SEPARATION AGREEMENT

THIS AGREEMENT is made and entered into by and between Independent School District No. 720, Shakopee, Minnesota (hereinafter “the School District”), and Dr. Rodney Thompson (hereinafter “the Superintendent”).

WHEREAS, the Superintendent is an employee of the School District; and

WHEREAS, the Superintendent’s employment is governed by contracts between the parties covering the periods of July 1, 2014 through June 30, 2017 and July 1, 2017 through June 30, 2020 (hereinafter “the Contract”); and

WHEREAS, the Superintendent has certain rights pursuant to the Contract; and

WHEREAS, the School District and the Superintendent have entered into discussions regarding the separation of the Superintendent’s employment relationship with the School District; and

WHEREAS, in conformance with Minnesota Statutes Section 13.43, subdivision 6, the specific reasons for this agreement are that in light of the current issues facing the School District, a change in leadership is warranted; and

WHEREAS, the parties have negotiated this separation agreement (hereinafter “Agreement”) in order to fairly compensate the Superintendent for his contractual rights and in the settlement of all claims and disputes between the parties, while allowing the School District to begin its search for a new Superintendent.

WHEREAS, the School District and the Superintendent have had the opportunity to consult with representatives of their own choosing, including legal counsel, and are fully

advised of any and all legal rights they may have regarding the Superintendent's employment with the School District; and

WHEREAS, the School District and the Superintendent, in the interests of mutual accommodation, wish to settle all disputes and claims arising out of the Superintendent's employment relationship with the School District.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the School District and the Superintendent as follows:

1. Resignation. Contemporaneously with the execution of this Agreement, the Superintendent hereby submits his written resignation, which shall be effective as of June 30, 2017, and in the same form as Exhibit A attached hereto. This resignation is irrevocable except as provided in paragraphs 8 through 10 herein.

2. Payment for Release of Contract and Other Legal Rights. As and for payment for release by the Superintendent of any and all rights under the Contract, except as provided in paragraph 4 herein, and any other legal claims or rights, and not as severance pay, the School District shall pay the Superintendent the lump sum of fifty thousand dollars (\$50,000). Said amount shall be paid in one lump sum, subject to all applicable withholding including, but not limited to, federal and state income taxes and FICA, and shall be made upon expiration of all rescission periods set out in this Agreement, provided that neither the Superintendent nor the School District have taken action to rescind or reject this Agreement or the release as provided herein.

3. Release of the School District. Subject to paragraph 4 herein, the Superintendent, on behalf of himself, his heirs, executors, administrators, successors and assigns, in consideration of the mutual promises and covenants contained herein, agrees to

give up any and all claims, whether known or unknown, that he ever had or has now against the School District, all current and former School District Board members, School District officers, agents and their representatives, all current and former employees of the School District, and their heirs, executors and administrators, successors and assigns, for, upon, or by reason of any matter, act or thing arising out of the Superintendent's interest as an employee of the School District and his employment separation up to the date of execution of this Agreement by the Superintendent, including, but not limited to, claims for breach of contract; breach of covenant of good faith and fair dealing; promissory estoppel; breach of fiduciary duties; violation of the Minnesota Government Data Practices Act or any other laws related to privacy, violation of the Minnesota Human Rights Act, the Age Discrimination in Employment Act, Title VII, the Americans With Disabilities Act or other federal, state or local civil rights laws based upon age, sex, race, religion, national origin, disability or other protected class status; violation of public policy; his conduct as a "whistle blower"; fraud or misrepresentation; defamation; slander; libel; intentional or negligent infliction of emotional distress; false imprisonment; assault and/or battery; negligence or other breach of duty; wrongful termination of employment; retaliation; harassment; breach of public policy; failure to pay wages or benefits; violation of the Contract; violation of Minnesota Statutes governing the employment and termination of teachers or public employees; violation of the Public Employment Labor Relations Act; and any and all claims for unlawful employment practices whether legal or equitable. However, this release shall not affect any claims for unemployment compensation or to claims regarding an alleged breach of the Agreement to which this release is a part. This release shall also not preclude any claim filed with or initiated by the Equal Employment Opportunity Commission

("EEOC"); however, the Superintendent expressly waives any right to monetary recovery should the EEOC pursue any claims on the Superintendent's behalf.

4. Indemnification. Nothing contained in this Agreement shall constitute a waiver of any rights the Superintendent may have to indemnification under the Contract, applicable statutes, or insurance.

5. Release of Superintendent. The School District agrees to release the Superintendent from any and all claims, of any nature, whether known or unknown, that it ever had, or has now, against him. However, this release shall not affect any claims regarding an alleged breach of the Agreement to which this release is a part.

6. No Admission. It is specifically agreed and understood that this Agreement does not constitute an admission that either the Superintendent or the School District has acted wrongfully with respect to the other. It is agreed that neither the School District or the Superintendent, nor their agents, will ever contend that this Agreement constitutes such an admission.

7. Time to Consider. It is specifically agreed and understood that the Superintendent has been advised that he has a right to consider this Agreement for twenty-one (21) days prior to signing it. The Superintendent further agrees and acknowledges that his signature to this Agreement prior to the expiration of said twenty-one (21) day period constitutes his knowing and voluntary waiver of the right to consider this Agreement for twenty-one (21) days prior to signing.

8. Rescission of Release Regarding Certain Claims. The Superintendent is hereby notified of, and acknowledges, his right to rescind (cancel) the release of claims set out in paragraph 3 of this Agreement, in regard to claims arising under the Minnesota Human

Rights Act, Minnesota Statutes Chapter 363A, within fifteen (15) days of the signing of this Agreement, and with regard to his rights under the Federal Age Discrimination in Employment Act, 29 U.S.C. § 621, *et seq.*, within seven (7) days of the signing of this Agreement.

9. Approval and Rescission. Pursuant to Minnesota Statutes Section 465.722, this Agreement shall be subject to approval of the School Board at a public meeting, and the effective date of the School Board's approval shall be fifteen (15) days after the date of the public meeting. The School Board or the Superintendent may rescind or reject this Agreement during said fifteen (15) day period following the date of the School Board's approval.

10. Notice and Effect of Rescission. In order to be effective, any rescission of the Agreement by the Superintendent must be in writing and delivered to the School District in care of Mr. Scott Swanson, School Board Chair, Independent School District No. 720, 1200 Town Square, Shakopee, Minnesota 55379, either by hand or by mail within the relevant rescission period. If sent by mail, the rescission must be postmarked within the seven (7) day or fifteen (15) day rescission period; properly addressed to the School District in care of Mr. Scott Swanson, School Board Chair; and sent by Certified Mail, return receipt requested. In the event of rescission by either party, this Agreement and the Superintendent's resignation shall be null and void, and there shall be no obligation under this Agreement on the part of the School District to make any payments set forth herein.

11. Acknowledgment. All parties agree and acknowledge that they fully understand the terms, conditions and provisions of this Agreement, and intend the same to fully, finally, and amicably resolve all matters between them as outlined herein.

12. Voluntary Agreement. The Superintendent, by his signature to this Agreement, agrees and acknowledges that he has carefully read and understands all provisions of this Agreement and that he has entered into this Agreement knowingly and voluntarily. The Superintendent further acknowledges that he had the opportunity to and has consulted with his legal counsel, and the parties agree that there were no inducements or representations leading to the execution of this Agreement, except as set forth herein.

13. Complete Agreement. It is specifically agreed and understood that payment and acceptance of the consideration hereinbefore recited is in full, final and complete compromise, settlement and satisfaction between the School District and the Superintendent, including, but not limited to, any claims for past wages or back pay, severance pay, retirement pay, sick leave pay, vacation pay, or any other benefits, or for any other payments pursuant to the provisions of the Contract between the parties, or otherwise arising out of the Superintendent's employment with the School District, and the School District and the Superintendent agree to make no further claims against each other.

14. Facsimile or Email. The parties mutually agree that a signature received by facsimile or email transmission shall be deemed an original signature for any and all purposes.

15. Counterpart Agreement. This Agreement may be signed in counterparts, and once executed by all of the parties, whether in a single instrument or several instruments, shall constitute the agreement of the parties for any and all purposes.

16. Application. It is specifically agreed and understood that there are no covenants, promises, undertakings or understandings outside of this Agreement other than those specifically set forth herein. All covenants and provisions set forth in this Agreement


are contingent upon the full and faithful performance of the terms provided herein, in their entirety, by each of the parties, and all of its covenants and provisions set forth herein.

17. Severability. In the event that any provision of this Agreement is found to be illegal or unenforceable, such provision shall be severed or modified to the extent necessary to make it enforceable, and as so severed or modified, the remainder of this Agreement shall remain in full force and effect.

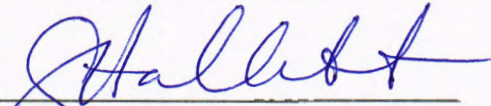
WHEREFORE, this Agreement was entered into on the dates set forth below, and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them, and that they understand and fully agree to each, all and every provision hereof, and hereby acknowledge receipt of a copy hereof.

**INDEPENDENT SCHOOL DISTRICT
NO. 720, SHAKOPEE, MINNESOTA**

Dated: 6/19, 2017

By: 
Scott Swanson
Chair of the School Board

Dated: 6/19, 2017

By: 
Shawn Hallett
Clerk of the School Board

SUPERINTENDENT

Dated: 6/19, 2017

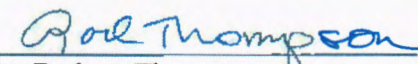
By: 
Dr. Rodney Thompson

EXHIBIT A

June 19, 2017

School Board
Independent School District No. 720
1200 Town Square
Shakopee, MN 55379

Dear Board Members:

I hereby submit my written resignation as Superintendent of Schools for Independent School District No. 720, Shakopee, Minnesota, effective June 30, 2017. This resignation is irrevocable and cannot be rescinded by me except as provided in the Separation Agreement to which this letter is attached.

Very truly yours,



Dr. Rodney Thompson