

## SETTLEMENT AND SEVERANCE AGREEMENT AND RELEASE

Dr. Dexter Suggs ("Superintendent") and Little Rock School District ("LRSD"), Arkansas Department of Education ("ADE"), Arkansas State Board of Education ("SBE") and Commissioner of Education Johnny Key (collectively "Employer") hereby agree to end their employment relationship pursuant to the terms of this Severance Agreement and Release ("Agreement").

In consideration of the mutual promises stated herein, Superintendent and Employer agree as follows:

1. Superintendent will cease work for Employer on April 21, 2015.
2. Consideration. In exchange for the release of all claims and the promises herein, Employer will pay Superintendent severance pay and transition expenses in accordance with subsections A. and B. of this Section 2.
  - A. Within ten (10) days following Employer's receipt of this Agreement signed by Superintendent, Employer will pay Superintendent \$41,708.50 in salary and \$4,500.00 for transition expenses for a total payment of \$46,208.50.
  - B. Beginning July 1, 2015 and ending January 1, 2016, Employer will make four payments (July 1, 2015, September 1, 2015, November 1, 2015 and January 1, 2016) to Superintendent, each in the amount of \$50,500, unless those payments are forfeited in accordance with the terms of this Agreement. If Superintendents' doctoral degree is revoked, rescinded or otherwise nullified, Employer will have no obligation to pay any unpaid amounts which would otherwise be due under this subsection 2.B.
3. No Claims Permitted. Superintendent agrees not to bring, join, or maintain any action or proceeding against (i) Employer; (ii) Employer's associated or subsidiary corporations, and divisions; and (iii) respective directors, officers, employees, representatives, consultants, insurers, attorneys, agents and assigns of the entities identified in (i) and (ii) above, (collectively, "Released Parties"); for damages or any other relief based in whole or in part on Superintendent's employment by Employer, or termination of that employment, to the fullest extent allowed by law and except as otherwise provided in Section 5 below.
4. Release of All Claims. To the fullest extent allowed by law, Superintendent releases, waives and forever discharges the Released Parties from any lawsuits, claims, causes of action, demands, liabilities, obligations, damages, relief, penalties, interest, expenses and attorneys' fees collectively, "Claims") that Superintendent may have as of the date he executes this Agreement, whether known or unknown. This release includes, but is not limited to, a release of all Claims based on Title VII of the Civil Rights Act of 1964, as amended; the Americans With Disabilities Act of 1990, as amended; the Family and Medical Leave Act; the Age Discrimination in Employment Act; The Older Workers Benefit Protection Act; the Equal Pay Act, any other federal or state employment discrimination or civil rights law, and any other federal, state or local law; all claims in tort or contract or for breach of duty, infliction of mental distress, fraud,

misrepresentation, negligence, libel, slander, defamation, wrongful discharge, constructive discharge; loss of income, compensatory, liquidated or punitive damages, attorneys' fees and costs, back pay, front pay, incentive pay or bonus payments under any program or plan, whether liquidated or not; all Claims based on any alleged contractual or other right to participate in any insurance plan, benefit plan or severance program; all Claims regarding the calculation of accrued, unused vacation or sick leave. Superintendent expressly acknowledges that he is releasing all Claims that may exist when Superintendent signs this Agreement, even if Superintendent does not know or suspect them to exist at the time of signing, except as detailed in Section 5.

5. Exclusions. Nothing in this Agreement takes away Superintendent's right to seek payment of benefits under any employee benefit plan, except severance, in which Superintendent is a vested participant on the date of execution of this Agreement. Nothing in this Agreement precludes Superintendent's right to enforce this Agreement; constitutes a waiver of any rights or claims that may arise after the date of execution of this Agreement; prohibits Superintendent from challenging the validity of this release or filing a charge with or participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission (although he does give up his right to seek any relief by or through the EEOC unless this Agreement is held void); or prohibits Superintendent from engaging in conduct specifically determined by law not to be subject to waiver.

6. Return of Property. Superintendent agrees not to remove and to return any property belonging to Employer, including, but not limited to, any car, telephones, laptops, tablets, computers, records, information, computer files or disks, reports, notes, documents, files, audio or video tapes or files, papers of any kind or tools and equipment. Superintendent also agrees not to make any copies of the items referred to in this paragraph and to return any copies Superintendent already may have made. Superintendent must return all originals, copies and equipment no later than the time he submits this signed Agreement to Employer.

7. Confidential Information. Superintendent will continue to abide by all written agreements and policies related to protection of Employer's confidential information.

8. Cooperation and Contacts. Superintendent agrees to cooperate with Employer in his transition from employment, including fully disclosing to Employer any pending matters on which Superintendent has been working and the status of Superintendent's work. Superintendent further agrees to cooperate in the defense of pending and future litigation against Superintendent or Employer based upon matters which arose during his tenure as Superintendent, including assisting with discovery and other trial preparation, and appearing for depositions, hearings and trials. If necessary in order for the Superintendent to comply with the requirements of this subsection 8, the Superintendent incurs expenses related to travel (i.e. airfare) and/or stay overnight (i.e. hotel room), the Employer shall reimburse the Superintendent for such reasonable travel, food and lodging expenses. Superintendent's compliance with these obligations is a material term of this Agreement, and in the event Superintendent breaches any of these obligations, Superintendent shall forfeit any additional payments which would otherwise be due pursuant to subsection 2.B. above.

9. Non-disclosure/non-disparagement. Superintendent and Employer recognize that this document constitutes a public record and is subject to the requirements of the Arkansas Freedom of Information Act. Except as may be required by law, Superintendent will not discuss this Agreement with any person other than his spouse, attorneys or tax advisor. This Agreement shall not be interpreted or deemed to establish a policy or precedent for the use or benefit of any person not a party hereto or as an admission of any wrongdoing by the Superintendent or Employer. Superintendent and Employer agree that they will not disparage or otherwise make any comments or statements or render any opinions, either orally or in writing that are intended to, or could be construed in a manner so as to, discredit, injure or impair the reputation or impede the business of either the Superintendent or Employer.

10. Indemnity. If Superintendent or Employer should breach any obligation owed under this Agreement, the breaching party agrees to indemnify and hold harmless the non-breaching party against all Claims, damages and expenses, including costs and attorneys' fees, arising out of the breach. Superintendent acknowledges that:

- (A) Superintendent was informed that he should consult with an attorney of Superintendent's choice at his cost about this Agreement and has had ample opportunity to seek counsel whether or not he actually did so;
- (B) Superintendent was given a copy of this Agreement and allowed adequate time to consider it.
- (C) Superintendent was not coerced or pressured into entering this Agreement and is knowingly and voluntarily entering this Agreement.

11. No reapplication. Superintendent will not apply for future employment with Employer or Released Parties and agrees they have no obligation to employ, hire, or recall Superintendent. He forever waives any right to employment with Employer or Released Parties.

12. Entire Agreement. This document contains the entire Agreement between Superintendent and Employer pertaining to Superintendent's separation from employment and separation benefits and may not be amended or modified except in a writing signed by Superintendent and Employer.

13. Severability. If any provision of this Agreement is invalid or unenforceable, the remainder of the Agreement shall nonetheless be valid and enforceable to the fullest extent permitted by law.

14. Gender and Pronouns. Unless the context otherwise requires, words of any gender shall include any other gender; singular shall include the plural; and plural shall include the singular.

15. Choice of Law. This Agreement was made in Little Rock, Arkansas, and will be interpreted, construed, and enforced in accordance with the laws of the State of Arkansas.

16. Waiver. A failure by any Party to enforce at any time, or over a period of time, any provision of this Agreement shall not be construed to be a waiver of such provision or of the right to enforce such provision or any other provision in this Agreement.

17. Counterparts. The Parties agree that facsimile and other electronic signatures are deemed to be originals and that this Agreement may be executed in counterparts.

18. Taxes. Superintendent agrees that to the extent that any taxes of any kind may be due or payable as a result of the payment of the consideration included herein, Superintendent will be responsible for the payment of such taxes and will hold Employer harmless in the event of any claim against them for payment of taxes, interest or penalties.

By signing below, Superintendent and Employer knowingly and voluntarily agree to all the terms and conditions set forth in the above Agreement on the date set forth below:

Superintendent Signature of Acceptance

Dr. Dexter Suggs 4-21-15  
Dr. Dexter Suggs Date:

Accepted by:

Employer

By: Johnny Key 4-21-15  
Johnny Key Date:  
Commissioner of Education,  
Acting in Place of the Little Rock School District  
Board of Education