RESIGNATION AGREEMENT

This **Resignation Agreement** (the "Agreement") is made and entered into on APRIL __7__, 2025 (the "Effective Date"), by and between **INDEPENDENT SCHOOL DISTRICT NO. 30 OF WASHINGTON COUNTY, OKLAHOMA, a/k/a Bartlesville Public Schools** (the "District"), and **JOEY EIDSON** (the "Employee").

Recitals:

- A. District and Employee have agreed to enter into this Agreement as a means of settling any and all disputes and obligations of whatever nature or kind existing between them.
- B. District and Employee agree that by entering into this Agreement, neither party admits that their respective positions with regard to any dispute or matter between the parties were in any fashion incorrect.

THEREFORE, in consideration of the mutual covenants and conditions contained herein and intending to be legally bound, District and Employee agree as follows:

- 1. Resignation. Employee agrees to forthwith sign and tender Employee's written resignation in the form attached hereto as **EXHIBIT A**, which resignation the District agrees to, and does hereby, accept. District and Employee agree that Employee will be placed on administrative leave for the remainder of the 2024 2025 school fiscal year. Employee will be paid the balance of Employee's 2024 2025 Contract salary and benefits, less all lawful withholdings, at the same time as other employees of the District (the "Payment").
- 2. Release of District. Except for the obligations created by this Agreement, AND IN CONSIDERATION OF THE PAYMENT AND THE OTHER PROMISES OF DISTRICT IN THIS AGREEMENT, EMPLOYEE HEREBY RELEASES DISTRICT OF ANY AND ALL CLAIMS, LIABILITIES OR ACTIONS, KNOWN OR UNKNOWN, WHICH EMPLOYEE PRESENTLY HAS OR WHICH EMPLOYEE EVER HAD AGAINST DISTRICT, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, ADMINISTRATORS, BOARD MEMBERS, ATTORNEYS, ASSIGNS AND SUCCESSORS, AS OF THE EFFECTIVE DATE, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER THE LAWS AND REGULATIONS REFERENCED HEREIN AND TO ANY AND ALL HEARING AND DUE PROCESS RIGHTS TO WHICH

EMPLOYEE MIGHT OTHERWISE BE ENTITLED BY LAW OR SCHOOL BOARD POLICY.

- 3. Laws and Regulations. Employee realizes there are many laws and regulations regulating employment or claims related to employment pursuant to which Employee could possibly have rights or claims. These include, without limitation, Title VII of the Civil Rights Act of 1964, as amended, including the Equal Employment Opportunity Act of 1972; the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"); the Americans With Disabilities Act of 1990; the National Labor Relations Act, as amended; the Civil Rights Act of 1991; 42 U.S.C. §§ 1981 and 1983, and various other federal, state and local human rights, fair employment and other laws. Employee also understands there are other statutes and laws of contract and tort otherwise relating to Employee's employment. CONSIDERATION OF THE PAYMENT AND THE OTHER PROMISES OF DISTRICT IN THIS AGREEMENT, EMPLOYEE INTENDS TO, AND DOES HEREBY, WAIVE AND RELEASE ANY RIGHTS EMPLOYEE MAY HAVE UNDER THESE AND ANY OTHER LAWS.
- 4. <u>ADEA and OWBPA Time Factors</u>. Employee understands that under the ADEA and the Older Worker's Benefit Protection Act ("OWBPA"), if applicable, Employee has a period of twenty-one (21) days within which to consider this Agreement. Employee has reviewed this Agreement, and hereby waives the 21-day period. In addition, Employee understands that Employee has a period of seven (7) days following Employee's execution of this Agreement in which to revoke this Agreement, and this Agreement will not become effective or enforceable until the revocation period has expired. Employee further understands that this Agreement does not waive any ADEA or OWBPA claims arising after this Agreement is executed.
- 5. <u>Complete Agreement</u>. Employee and the District agree and acknowledge that this Agreement comprises the entire understandings, agreements and obligations of whatever nature or kind between the parties with regard to the resolution of Employee's employment status with District and any payments due to, or on behalf of, Employee by District, and that no other obligations, agreements or duties of any kind exist between the parties other than as stated herein.
- 6. <u>Legal Representation</u>. Employee and District agree and acknowledge that they have had the opportunity to be represented by legal counsel in connection with the negotiation and execution of this Agreement and that each understands their rights, duties and obligations under this Agreement and has entered into this Agreement freely and voluntarily.

- 7. <u>Execution</u>. This Agreement has been made and executed in **Washington County, Oklahoma**, and shall be interpreted, construed and enforced in accordance with the laws of the State of Oklahoma and before the courts of the State of Oklahoma.
- 8. <u>Enforceability</u>. If one or more provisions or terms of this Agreement are ruled unenforceable, the remainder of the provisions shall continue in full force and effect. District has not made any promises or commitments to Employee except as incorporated herein. All prior negotiations between District and Employee concerning the subject matter of this Agreement are merged herein. This Agreement may not be modified except by an instrument, in writing, mutually signed by Employee and by an authorized representative of District, after proper Board of Education approval, and which specifically refers to this Agreement. This Agreement may be executed in multiple counterparts, each of which when executed shall be deemed an original.

EXECUTED as of the Effective Date first above written.

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INDEPENDENT SCHOOL DISTRICT NO.

OF WASHINGTON COUNTY, OKLAHOMA, a/k/a Bartlesville Public Schools

By:

MEMBER Provident, Board of Education

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Clerk Board of B

Employee:

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EXHIBIT A

Board of Education Bartlesville Public Schools P.O. Box 1357 Bartlesville, OK 74005-1357

Re: Resignation

I hereby voluntarily and irrevocably resign my employment with Independent School District No. 30 of Washington County, Oklahoma, a/k/a Bartlesville Public Schools, effective June 30, 2025.

Joey **#id**søn

DATE: April _7, 2025