

INDEPENDENT SCHOOL DISTRICT 273  
 Special Meeting, October 6, 2008, 5:00 P.M.  
 Room 349, Edina Community Center

AGENDA

Determination of Quorum and Call to Order

**HEARINGS OF INDIVIDUALS, DELEGATIONS, AND PRESENTATION OF PETITIONS FROM THE PUBLIC REGARDING ITEMS BEFORE THE BOARD FOR ACTION OR ON ANY OTHER ISSUE (\*SEE ATTACHED DETAIL.)**

DISCUSSION

Dialogue with Senator Geoff Michel  
 TeamWorks Training

ACTION

121	Settlement Agreement – Independent School District 273, Education Minnesota/Edina and Kathleen McClure, appended	239
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Adjournment

\*Persons who wish to address the Board are requested to complete and submit an appropriate form to the Board Secretary prior to the designated hearing time. When recognized, each individual shall identify himself/herself and the group represented, if any. He/She shall then state the reason for addressing the Board and shall be limited in time at the discretion of the Board Chair. Individual employees of the School District or representatives of employee organizations shall have utilized administrative procedures before making a request to address the Board.

FOR ACTION

INDEPENDENT SCHOOL DISTRICT 273  
Special Meeting, October 6, 2008  
Volume 80, Report 121

SUBJECT: SETTLEMENT AGREEMENT – INDEPENDENT SCHOOL DISTRICT 273,  
EDUCATION MINNESOTA/EDINA AND KATHLEEN MCCLURE

Be It Resolved, That

The Board of Education

Approve the attached settlement agreement with Kathleen McClure,  
Education Minnesota/Edina, and Independent School District 273.

BACKGROUND INFORMATION

(See attached settlement agreement)

## SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

Kathleen McClure, Education Minnesota/Edina ("Association"), and Independent School District No. 273, Edina ("District") hereby agree as follows in order to resolve her grievance relating to the denial of long-term disability benefits:

1. The District's group long-term disability insurance carrier discontinued payments to Ms. McClure effective at the end of November 2006. Ms. McClure and the Association contend the District is obligated to continue the payments pursuant to Section 4.03 of the 2005-07 collective bargaining agreement. The District contends that no such obligation exists based upon, but not limited to, Section 4.01 of the 2005-07 collective bargaining agreement. In order to resolve this dispute, the District agrees to pay Ms. McClure a lump sum of \$40,000.00 as compensation for the discontinuation of long-term disability payments. This payment shall be made to Ms. McClure upon the expiration of her right to rescind her Release of All Claims, as described in that document, so long as she has not exercised that right.
  
2. On or about August 16, 2006, the parties entered into a Long Term Leave Agreement ("LTLA") which provided, among other things, a leave to Ms. McClure through June 30, 2010. Section 8 of the LTLA contains provisions concerning Ms. McClure's reinstatement rights. The LTLA shall remain in full force and effect pursuant to the terms of that document, subject to the following
  - a. Should Ms. McClure seek reinstatement to active employment with the District, in addition to complying with Section 8 of the LTLA, Ms. McClure must repay to the District the \$40,000.00 payment made to her under Section 1 of this Settlement Agreement and Release of All Claims ("Agreement"), plus interest compounded monthly at the statutory rate, as a pre-condition to her reinstatement to active employment.
  
  - b. Section 3 of the LTLA requires the District to pay both the employee and employer shares to TRA for Ms. McClure through June 30, 2010. If on or before June 30, 2009 the District is relieved of this obligation because Ms. McClure has qualified for TRA disability benefits, the District agrees to pay to Ms. McClure the value of her accumulated and unused sick leave, which the parties hereby agree is the amount of \$4,698.36.
  
3. The District acknowledges that, at the time Ms. McClure submits her resignation from employment with the District, she will satisfy the age 50 and 15 years of service requirements for retirement benefits contained in Section 2.13 of the 2007-09 collective bargaining agreement. Ms. McClure will receive the benefits under Sections 2.13 and 2.14 of the 2007-09 collective bargaining agreement so long as she meets and complies with the other provisions of those Sections. The health insurance benefits contained in Section 2.14 will begin when the health insurance benefits contained in the LTLA expire. This Section 3 of this Agreement shall be effective so long as Ms. McClure submits her resignation on or before February 1, 2010.

4. The parties agree that this Agreement shall not constitute a precedent, past practice, or require the District to grant similar benefits to any other member of the collective bargaining unit. Neither this Agreement, nor the terms of this Agreement, individually or collectively, may be offered or received into evidence in any form, whether in writing or verbally, by an arbitrator in an arbitration involving the current or any successor collective bargaining agreement between the District and the Association; provided, however, that in the event there is a dispute over Ms. McClure's eligibility for retirement benefits, Section 3 of this Agreement may be offered and received in evidence in an arbitration over that specific dispute.
5. Ms. McClure agrees to waive any and all claims which she may have against the District and its officers, employees or agents arising out of her employment with the District, including those claims under the various human rights, civil rights, and the equal employment opportunity rights statutes, except for claims made under the Workers' Compensation Act. Ms. McClure waives all such claims by signing the attached Release of All Claims, which is hereby incorporated by reference as a term of this Agreement.
6. This Agreement shall be subject to and governed by the laws of the State of Minnesota, regardless of whether any change occurs in Ms. McClure's domicile or status as a resident of Minnesota. If any term or terms of this Agreement is declared for any reason to be invalid, then the invalid term(s) shall be severed from this Agreement and the remainder of the terms will remain valid and enforceable.
7. This Agreement will not become effective until it is signed by Ms. McClure and signed by the District after it has been approved by the School Board of the District at a duly-called meeting in compliance with state law.
8. Except as provided in the LTLA, this Agreement constitutes the full and complete agreement between the District, the Association, and Ms. McClure. This Agreement supersedes any and all prior agreements, oral or written, between the parties hereto with respect to the subject matter therein. The parties specifically agree that no promise or inducement exists, except as set forth herein, and that neither party has relied upon any statements or representations which are not reflected in the express terms of this Agreement.
9. The parties represent that they each fully understand and agree to the terms of this Agreement. Ms. McClure agrees and affirms that she has been given a full and fair opportunity to seek legal advice and/or union representation regarding the terms of this Agreement, including the Release of All Claims.

Date: 9-13-08

  
 Kathleen McClure

Scott McClure  
Witness to Kathleen McClure's signature

EDUCATION MINNESOTA/EDINA

Date: 9-23-08

by Vanderlin  
Its President

INDEPENDENT SCHOOL DISTRICT  
NO. 273, EDINA

Date: \_\_\_\_\_

by \_\_\_\_\_  
Its Chair

Date: \_\_\_\_\_

by \_\_\_\_\_  
Its Clerk

## **RELEASE OF ALL CLAIMS**

I, Kathleen McClure, on behalf of myself, my heirs, successors or assigns, agree to and do hereby release, acquit and forever discharge Independent School District No. 273, Edina, Minnesota (hereinafter "District"), all current and former employees and agents of the District, and current and former District Board members, and their heirs, executors and administrators, successors and assigns from any and all manner of action or actions, suits, claims, damages, judgments, levies and executions, whether known or unknown, liquidated or unliquidated, fixed or contingent, direct or indirect, which I ever had, have or ever can, shall or may have or claim to have against the parties from any act or thing occurring prior to or concurrent with the execution of this document.

This release of rights specifically includes, but is not limited to, any and all discrimination or retaliation claims I may have arising out of acts or practices of the District, or any of its current and former employees, agents, or School Board members arising prior to or concurrent with the execution of this Release. I recognize that by signing this document I am specifically waiving and releasing employment discrimination and retaliation claims I might have under the Minnesota Human Rights Act, Title VII, the federal Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Americans with Disabilities Act, and any other applicable statute, ordinance or common law cause of action, except for claims made under the Workers' Compensation Act.

### **Rescission of Release of Claims Under the Minnesota Human Rights Act**

I hereby expressly acknowledge that the District has informed me in writing of my right under Minn. Stat. § 363A.31, which is contained in the Minnesota Human Rights Act, to rescind this Release in writing within fifteen (15) calendar days of its signing.

The District has also informed me that for the rescission to be effective, it must be delivered to Superintendent Ric Dressen, Independent School District No. 273, 5701 Normandale Road, Edina, MN 55424, either personally or by United States mail within the 15-day period. If delivered by mail, the rescission must be postmarked within the 15-day period, properly addressed to Superintendent Dressen, and sent by certified mail, return receipt requested.

### **Rescission of Release of all Claims Under the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act**

The District has advised me to seek legal counsel before signing the Settlement Agreement and this Release of All Claims. The District has also informed me of my

right to review and consider this agreement for a period of twenty-one (21) days. If I sign this Release of Claims before twenty-one (21) days have elapsed from the date on which I first received a copy of this Release to review, I will be voluntarily waiving my right to the full twenty-one (21) day review period.

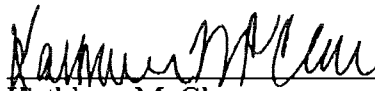
The District has also informed me that after I sign this Release I will have seven (7) days during which I may rescind my waiver of release of claims arising under the Age Discrimination in Employment Act or the Older Workers Benefit Protection Act.

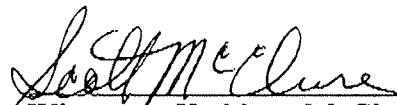
I understand and agree that for my rescission to be effective, it must be delivered to Superintendent Ric Dressen, Independent School District No. 273, 5701 Normandale Road, Edina, MN 55424, either personally or by United States mail within the seven-day period. If delivered by mail, the rescission must be postmarked within the seven-day period, properly addressed to Superintendent Dressen, and sent by certified mail, return receipt requested.

I understand that if I exercise my right to rescind this waiver or release of claims pursuant to the rescission provisions described above, the District is discharged from its obligations under the Settlement Agreement between the parties and that Agreement is null, void and of no effect.

I specifically acknowledge that I have had the opportunity to have a copy of this Release of All Claims reviewed by legal counsel, have read this Release of All Claims carefully, and understand all of its terms. In agreeing to sign this Release of All Claims, I have not relied upon any oral statements or promises that are not set forth in this document or in the Settlement Agreement between the District, Kathleen McClure, and Education Minnesota/Edina.

Date: 9-23-08

  
Kathleen McClure

  
Witness to Kathleen McClure's signature