



#2 Mark Twain Circle
Clayton, MO 63105

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EARLY NOTIFICATION AGREEMENT
INFORMATIONAL OVERVIEW
(Resignation by Established Deadline – All Eligible Employees)

Purpose

The purpose of this Early Resignation Notification Incentive Plan (“ERNIP” or “Plan”) is to provide a financial incentive to eligible employees who elect to notify the School District of Clayton (“School District” or “District”) of resignation by the established deadline.

Eligibility Requirements

This plan is offered for the 2021-2022 year **only**. The following ERNIP will be available to all employees who meet the following criteria and therefore are considered eligible:

•Eligibility:

1. This ERNIP is available to eligible employees, as defined in this Plan, and shall include employees who are working full-time (regularly scheduled to work 30 hours or more per week) during the 2021-2022 year, even if they have been employed part-time during any of their preceding years, so long as such service has been continuous and so long as such employee is qualified for retirement under one of the retirement criteria listed below.
2. The recipient must be eligible for retirement under one of the following Public School Retirement System (“PSRS”) or Public Education Employees Retirement System (“PEERS”) retirement categories:

PSRS/PEERS normal retirement, full benefit formula - To be eligible under this category, the employee must:

- a) have at least five (5) years as required by PSRS or PEERS, and must be at least sixty (60) years of age; or
- b) have at least thirty (30) years of creditable service under PSRS or PEERS, at any age; or
- c) have any combination of age and credible service that equals or exceeds the Rule of 80, as promulgated by PSRS or PEERS.

Early Retirement - 25-and-Out - Employees who retire under the PSRS or PEERS early retirement, 25-and-Out option must:

- a) be under age 55;



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- b) have at least twenty-five (25) but fewer than thirty (30) years of service under PSRS or PEERS; and
- c) not qualify for the Rule of 80, as promulgated by PSRS or PEERS

Early Retirement - Age Reduction Factor Applied to Full Benefit Formula -

Employees who retire under the PSRS or PEERS full benefit formula, with age reduction factor applied, must:

- a) have at least five (5) years of creditable service as required by PSRS or PEERS; and
- b) be at least fifty-five (55) years of age; or
- c) c) be of any age with at least twenty-five (25) years of service credit under PSRS or PEERS.

•Employees may choose any retirement category listed under “Eligibility” above.

•If an eligible employee does not submit a signed Early Notification agreement, including Exhibit A, by the date stated in this Plan, the employee waives the right to do so under this ERNIP.

Years of Service (for PSRS/PEERS retirement eligibility)

The number of years of service credit shall be determined by the employee’s PSRS or PEERS retirement credit records.

Financial Incentive & Payment

The ERNIP benefit will be payment for a one-time, lump sum amount (less taxes). Said payment will be distributed in one lump sum on June 30, 2022.

- Classified employees = \$2,000
- Certified employees = \$4,000 (this employee group includes employees on the teacher salary schedule and administrators)

Completion of the Final School Year of Employment

To be eligible for the payment under this Plan, the employee must be compensated for every scheduled work day of the Final School Year of Employment, except as may be otherwise required by law. The ERNIP benefit will be prorated for days not compensated or otherwise approved by the Board of Education during the Final School Year of Employment.



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Other Provisions

- Employees that have already been non-renewed effective at the end of the current school year, or who are on administrative leave or on leave of absence, will not qualify.
- If an employee does not submit a written resignation and a signed Early Notification agreement (exhibit A) by the dates required, the employee waives the right to do so under this Plan. An official Early Notification agreement will be provided to eligible employees after they have met with Human Resources.
- The Early Resignation Notification Incentive Plan is available only to eligible employees who apply and submit a signed agreement no later than **4:00 p.m. on November, 15, 2021.**



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**EARLY NOTIFICATION AGREEMENT
(Resignation by Established Deadline – All Eligible Employees)**

THIS EARLY NOTIFICATION AGREEMENT (“Agreement”) is entered into on this **XXth day of XX 2021**, between the School District of Clayton (“District”), and **XXXX** (“Employee”).

WHEREAS, Employee is and has been employed pursuant to an employment contract with the District; and

WHEREAS, Employee meets all of the requirements for the Early Notification Plan adopted by the Board of Education; and

WHEREAS, Employee has timely requested the benefits of the Early Notification Plan; and

WHEREAS, Employee is providing early notification of resignation from employment with the District, as evidenced by Exhibit A attached to this Agreement; and

WHEREAS, the District intends to accept such resignation and grant the Board-approved early notification payment to Employee;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Employee hereby submits Employee’s irrevocable letter of resignation, effective at the end of the 2021-2022 school year. A copy of Employee’s letter of resignation is attached hereto as Exhibit A.
2. Employee understands and agrees that by accepting the early notification payment, Employee will not be eligible and will not be considered for employment in the District at any time in the future; provided, however, that if Employee retires under the Public School Retirement System/Public Education Employee Retirement System (PSRS/PEERS) at the end of the current school year or at any time thereafter, nothing in this Agreement shall prevent Employee from applying to work in the District up to the maximum number of hours permitted by the PSRS/PEERS.
3. On June 30, 2022, the District will remit to Employee by check, automatic deposit, or other means of payment authorized by the District the total amount of **XXXX Thousand and 00/100 Dollars.**



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4. Employee acknowledges and understands that all payments made pursuant to this Agreement will be taxable, and will be subject to any deductions required by law. Employee further acknowledges, understands, and agrees that Employee is solely responsible for obtaining advice from his/her own attorney and/or tax preparer regarding the legal effect and tax consequences of entering into and receiving payments under this Agreement.

5. The payments made under this Agreement shall be made in return for release of any and all claims, known or unknown, that Employee may have against the District, including the District's affiliates and subsidiaries, together with their respective current and former members, directors, officers, agents, and employees, and their attorneys and insurers, in both their official or individual capacities, including but not limited to, claims for compensatory damages, emotional distress, loss of reputation, humiliation, embarrassment, costs, expenses, and attorney's fees released by Employee in paragraph 6 of this Agreement.

6. Employee hereby releases, remises, and forever discharges the District, and its affiliates and subsidiaries, together with their current and former board members, directors, officers, agents, and employees, including their attorneys and insurers, in both their official and individual capacities, from any and all claims or other causes of action, whether known or unknown, Employee may have against them, including but not limited to any alleged rights or claims arising under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., as amended by the Americans with Disabilities Act Amendments Act of 2008; 42 U.S.C. §§ 1981, 1983, and 1985; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended by the Civil Rights Act of 1991, 42 U.S.C. § 1981a; the Rehabilitation Act of 1973, 29 U.S.C. § 791 et seq.; the Missouri Human Rights Act, Mo. Rev. Stat., Ch. 213; the Missouri Teacher Tenure Act., Mo. Rev. Stat. §§ 168.102 - .130, and any other alleged employment discrimination; due process; breach of contract; wrongful discharge; or other violation of federal, state, or local statutory or common law relating to or arising out of Employee's employment with the District, or Employee's separation from the District, up to and including the effective date of Employee's resignation.

7. Employee agrees not to enter into any suit, action, or other proceeding at law or in equity, or to prosecute further any suit or action that might presently exist, or to make any claim or demand of any kind against the District, or its affiliates and subsidiaries, together with any of their current or former members, officers, directors, agents, or employees, including their attorneys and insurers, in both their official and individual capacities, asserting any claim released by Employee in paragraph 6 of this Agreement, other than an action to enforce Employee's rights herein. If Employee enters into any action in violation of this paragraph 7, all payments required under paragraph 3 of this Agreement shall cease as of the date the District receives notice of such violation, and Employee shall further (1) forfeit and/or repay to the District one-half of all amounts previously paid pursuant to paragraph 3 of this Agreement, and



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(2) pay all legal costs, including attorneys' fees, incurred by the District, its affiliates and subsidiaries, and their current or former officers, directors, agents, and employees, or their attorneys and insurers, in both their official and individual capacities, in defending against such action.

8. Employee further agrees that in the event any person or entity brings a charge, claim, complaint, or action asserting any claim released by Employee in paragraph 6 of this Agreement, Employee shall waive any right to recovery in connection with such charge, claim, complaint, or action, and shall exercise a good faith attempt to have such charge, claim, complaint or action dismissed.

9. Employee's failure to complete the final school year of employment with the District (2021-2022) will result in loss of eligibility for the payment to be provided under paragraph 3 of this Agreement, except as may be otherwise required by law or approved by the Board.

10. All obligations under this Agreement will terminate upon the death of the Employee. In the event of the Employee's death prior to June 30, 2022, no payment shall be due to Employee's estate or survivors pursuant to this Agreement.

11. Employee acknowledges that this Agreement has been reviewed in detail with Employee and that its language and intended effect have been explained, and that Employee has had a full and fair opportunity to review this Agreement with legal counsel of Employee's choice prior to executing the Agreement. Employee also acknowledges that no promise or representation has been made to Employee by any representative of the District to induce Employee to enter into this Agreement (except as specifically set forth herein), and that Employee has voluntarily entered into this Agreement of Employee's own free will based only upon the terms and conditions set forth herein.

12. Employee understands that this Agreement includes a release of all claims under the Age Discrimination in Employment Act and states that Employee has been given at least forty-five (45) days to consider the meaning and effect of this Agreement. Employee further acknowledges that Employee has been advised in writing in this Agreement that Employee may consult an attorney before signing this Agreement.

13. To the extent that Employee takes fewer than forty-five (45) days to consider this Agreement prior to signing it and dating it, Employee acknowledges that Employee (a) had sufficient time to consider this Agreement with an attorney of Employee's own choosing, if Employee so wished; and (b) expressly, voluntarily and knowingly waived any additional time.



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14. Employee may revoke this Agreement by providing written notice of such revocation to the Superintendent of Schools within seven (7) calendar days after the date on which the Employee signs this Agreement; and this Agreement shall not become effective or enforceable until the seven (7) day period has expired.
15. This Agreement shall have no force or effect if Employee revokes acceptance of this Agreement pursuant to paragraph 14 herein.
16. The provisions of this Agreement will be governed by the laws of the State of Missouri.
17. If a court of competent jurisdiction determines that any provision contained in this Agreement, or any part thereof, cannot be enforced, the parties agree that such determination shall not affect or invalidate the remainder of the Agreement.
18. This Agreement constitutes the entire agreement between Employee and the District, and supersedes all prior understandings, whether oral or written, between the parties, except that Employee's contract for employment for the 2021-2022 school year shall remain in full force and effect pending the effective date of Employee's resignation. Any amendments or modifications to this Agreement must be in writing and signed by the parties.
19. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns.
20. This Agreement may be executed in authorized counterparts and by facsimile a signature.

IN WITNESS WHEREOF, the parties hereto have executed this Early Notification Agreement as of the date of full execution, as shown below.

EMPLOYEE

Employee Signature

Date: _____

SCHOOL DISTRICT OF CLAYTON



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By: _____
President, Board of Education

Date: _____

Attest: _____
Secretary, Board of Education

Date: _____



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EXHIBIT A

Board of Education
School District of Clayton
#2 Mark Twain Circle
Clayton, Missouri 63105

Dear Board of Education:

I, **XXXX**, hereby submit my irrevocable letter of resignation effective at the end of the 2021-2022 school year, for the purpose of providing early notification of separation from my employment with the School District of Clayton.

Employee's Signature

Employee's Printed Name

Date of Signature