

EMPLOYMENT SETTLEMENT AGREEMENT AND RELEASE

This Employment Settlement Agreement and Release ("Agreement") is entered into by and between Benton County School for the Arts (BCSA), Julia Rice (Employee), and Mike Rice,

Witnesseth:

WHEREAS, the parties hereto have been involved in a dispute related to the employment relationship between BCSA and Employee,

WHEREAS, the parties have reached a complete and final settlement of all claims which arose, or might arise, related to the said employment relationship,

WHEREAS, Mike Rice is the husband of Employee, and considering the various terms herein and the necessity of his participation in order to induce BCSA to enter into this agreement, he is also a party to this Agreement.

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

- Employee will receive the balance of her 2013-2014 contract as follows: at the next BCSA pay period, to be paid on or about February 28, 2014, Employee will receive a payment of wages to bring her current as of that date to the amount she would have been paid cumulatively as of that date as if she had not taken a leave of absence. Thereafter, Employee shall be paid wages for the balance of the 2013-2014 contract in the same fashion as if she had not taken a leave of absence. In the event Employee accepts a teaching position prior to June 30, 2014, she shall give notice of such to BCSA and the remainder of Employee's 2013-2014 contract will be paid out to her as non-compensation payment(s) as they would otherwise become due. In this fashion, Employee will receive the full amount due under her 2013-2014 contract.
- A letter of reference will be provided to Employee in substantially the form attached hereto as Exhibit "A." In response to any request for a reference from BCSA, BCSA will respond in substantially the form provided in Exhibit "A." BCSA will arrange administratively to have no other information released in a reference request unless so authorized by Employee.

- No later than July 7, 2014, BCSA shall provide employee an additional non-compensation check in the amount of \$35,000.00.
- BCSA will make any required retirement systems contributions with regard to the compensation portion of the payments described above.
- Employee provides with this Agreement as Exhibit "B" her signed resignation effective close of business, June 30, 2014.
- Employee will not return to her work duties for BCSA in any fashion for the remainder of the 2013-2014 fiscal year and her contract will not be renewed for future years.
- The parties, meaning both Julia Rice and Mike Rice, and the Benton County School of the Arts, including Dr. Hines and the members of the Board of BCSA, agree to confidentiality concerning the terms of this settlement of Employee's employment relationship with BCSA and further agree to not communicate concerning the circumstances and terms surrounding Employee's departure from employment in any fashion, other than as might be necessary with their respective counsel. Mrs. Rice and Mr. Rice also agree not to disparage the Benton County School of the Arts, the Board of BCSA, individually or collectively, and BCSA's employees. The Board and Dr. Hines agree to not disparage Mrs. Rice and Mr. Rice. Confidentiality and non disparagement would include doing so by any means of communications including, without limitation, orally, in writing, by phone, facsimile, email, or any type of social media. In the event of a breach of this term regarding confidentiality and/or disparagement, all unfulfilled terms of the settlement for the breaching party would become null and void. This agreement would survive the settlement and extend for a period of two years from June 30, 2014. After that date, if either party was to breach confidentiality or non-disparagement, the other party would be entitled to damages. Since the amount of damages would not be capable of ready calculation, the parties agree that liquidated damages in the amount of \$35,000.00 would apply with regard to any such breach, plus any attorney fees expended in recovering the liquidated damages. The following circumstances would excuse the confidentiality provision: communications contemplated by the agreement between the parties, answering questions in a legal proceeding or similar official inquiry, or releases of information required by law. The parties consider this agreement to be of the nature of a personnel record for Julia Rice. In the event of a request pursuant to the Freedom in Information Act (FOIA) for Employee's personnel records, Employee will be notified by email, phone, or letter to her last known address. In the event it is

determined that documents have to be released pursuant to the FOIA which would otherwise be a breach of the confidentiality requirements of this agreement, such will not constitute a breach. However, it will not excuse the requirement of confidentiality otherwise, including specifically with regard to communications by the parties, in any of the forms detailed above.

[REDACTED]

- BCSA shall be entitled to communicate with staff and parents about Employee's status with the school through an email substantially as follows:

As many of you are aware, Principal Julia Rice has been on a leave of absence since November. Mrs. Rice will not be returning from her leave of absence and will be resigning from her position with the School. Dr. Hines will serve as interim principal. We wish Mrs. Rice success in her future endeavors.

- BCSA will provide Employee a letter concerning her having 22 ½ unused sick days. See Exhibit "C."

- By Friday, February 21, 2014, Employee will make arrangements through the Superintendent of BCSA to schedule a time, to be no later than February 28, 2014, to remove her personal items from her office and turn in her keys, and to return any property owned by BCSA including specifically any files regarding school personnel or students. To protect everyone involved, BCSA would arrange to have this occur outside of school hours and to have one or more staff members present at the time Employee is present to clean out her office.

- This Agreement is in full and final compromise of disputed claims and is not to be construed as a concession with regard to the merits of any claim or an admission of liability on the part of any of the parties hereby released, by whom liability is expressly denied. The parties

continue to assert that their claims are meritorious, and/or deny any liability, and intend hereby merely to avoid litigation and otherwise buy their peace.

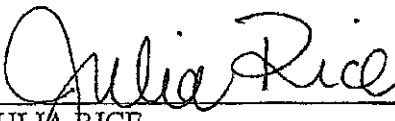
- Each party hereto shall bear all attorney's fees and costs arising from the actions of its own counsel in connection with this agreement, the matters and documents referred to herein, and all related matters.
- This Agreement shall be construed and interpreted in accordance with the laws of the State of Arkansas.
- This Agreement contains the entire agreement between the parties hereto with regard to the matters set forth herein, and shall be binding upon and enure to the benefit of the parties hereto, their successors and assigns. This written agreement supersedes all previous oral or written agreements between the parties.


This Agreement shall become fully effective immediately following execution by each of the parties hereto. This document may be executed by the parties in separate signature page components.

BENTON COUNTY SCHOOL OF THE ARTS

By:

DR, PAUL HINES, Superintendent


JULIA RICE


MIKE RICE

ACKNOWLEDGMENT

STATE OF _____]
COUNTY OF _____]

BE IT REMEMBERED, that on this day, before the undersigned Notary Public, duly commissioned and acting, personally appeared PAUL HINES, known to me to be the person whose name is subscribed to the within instrument as Superintendent, and acknowledged that he executed the same for the purposes therein contained and that with respect to doing so as trustee, he was authorized to so act.

WITNESS my hand and seal as such Notary Public this _____ day of _____, 2014.

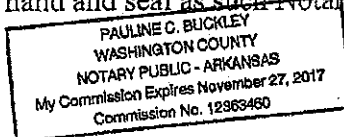
Notary Public

ACKNOWLEDGMENT

STATE OF Arkansas
COUNTY OF Washington

BE IT REMEMBERED, that on this day, before the undersigned Notary Public, duly commissioned and acting, personally appeared the within named JULIA RICE, known to me, who states that he has executed the foregoing for the purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 30th day of Feb, 2014.



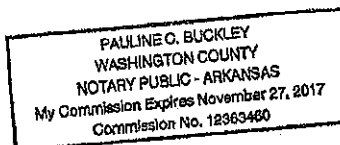
Pauline C. Buckley
Notary Public

ACKNOWLEDGMENT

STATE OF Arkansas
COUNTY OF Washington

BE IT REMEMBERED, that on this day, before the undersigned Notary Public, duly commissioned and acting, personally appeared the within named MIKE RICE, known to me, who states that he has executed the foregoing for the purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public this 30th day of Feb, 2014.



Pauline C. Buckley
Notary Public

EXHIBIT "A"

February 12, 2014

Re: Julia Rice

To Whom It May Concern:

This letter of recommendation is provided for Mrs. Julia Rice. Mrs. Rice was employed with Benton County School of the Arts as the Elementary/Middle School Principal from July 2011 through today's date. [to be changed later to June 30, 2014] I served as her immediate supervisor during this time and can attest to the leadership she provided during her three (3) years.

Mrs. Rice brought a level of organization and focus to the school while seeking to improve the learning opportunities for her students. She grew professionally by attending the Arkansas Leader to Leader Principal's Academy, Kennedy Center Arts Training, and Arts with Education training. She successfully completed the TESS credentialing for administrators.

Under Mrs. Rice's leadership, Benton County School of the Arts Elementary/Middle School received a \$25,096.03 financial award under the Arkansas Schools Recognition and Reward Program. Benton County School of the Arts Elementary/Middle School was ranked in the top 20% of all traditional public and public charter schools in Arkansas in combined student performance and student academic growth.

While a member of the administration at Benton County School of the Arts, Mrs. Rice assisted in the school district achieving initial system AdvancED accreditation (2013) as well as successfully receiving charter renewal (2012).

Sincerely,

Paul M. Hines, Ed.D.
Superintendent

EXHIBIT "B"

February 14, 2014

Mr. Wes Abbott, President
Benton County School of the Arts
8 Halstead Circle, Suite 5
Rogers, AR 72756

Dear President Abbott:

I, Julia Rice, hereby resign my position of employment with the Benton County School of the Arts, effective June 30, 2014. I understand that this resignation may not be rescinded and that my contract will not be renewed.

Julia Rice

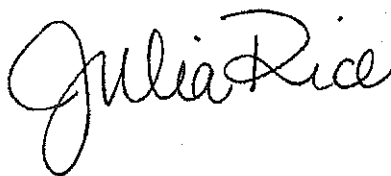
A handwritten signature in cursive script that reads "Julia Rice". The signature is written in dark ink and is positioned below the printed name "Julia Rice".

EXHIBIT "C"

February 12, 2014

Re: Julia Rice

To Whom It May Concern:

This is to confirm that Julia Rice was employed with Benton County School of the Arts from July 1, 2011 through June 30, 2014. At the end of her employment she had 22.5 sick leave days accumulated.

Sincerely,

Paul M. Hines, Ed.D.
Superintendent