

## MEDIATION AGREEMENT

Come the parties, the Loudon County Board of Education and its members (collectively "Defendants"), and Dr. Jason Vance ("Plaintiff"), and enter into this contingent Mediation Agreement ("Agreement") on **July 9, 2019**.

*WHEREAS, the Loudon County Board of Education, by authorizing and ordering its counsel, Chris W. McCarty ("Board Counsel"), to negotiate a buyout with the Plaintiff, agreed to participate in mediation on July 9, 2019 to continue negotiations with the Plaintiff and his counsel. Further, the above-parties have entered into this Mediation Agreement, yet it remains entirely contingent upon presentation to and approval by the Loudon County Board of Education during its special called meeting on July 17, 2019. Therefore, the Effective Date of this Agreement, if approved, would be July 18, 2019.*

1. **Payments:** Beginning on **July 30, 2019**, the Loudon County Board of Education shall begin paying the Plaintiff (*minus standard deductions for FICA, Social Security, etc.*) the gross amount of \$8,417 each month in lieu of wages, to end on **June 30, 2022** after 36 equal monthly installments have been paid to the Plaintiff, payment to be made on the Defendants' regular monthly payday (30<sup>th</sup>).

Beginning on **July 30, 2019**, the Loudon County Board of Education shall also begin paying the Plaintiff \$2,000.00 each month to settle any and all doubtful and disputed claims for other compensatory damages, such as those claimed by the Plaintiff for emotional distress, reputation, embarrassment and humiliation. The foregoing monthly payments shall also end on **June 30, 2022** after 36 equal installments have been paid to the Plaintiff, payment to be made on the Defendants' regular monthly payday (30<sup>th</sup>).

On or before **August 15, 2019**, the Tennessee Risk Management Trust shall issue the Plaintiff a one-time, lump sum payment of \$50,000.00 to further settle any and all doubtful and disputed claims for other compensatory damages, such as those claimed by the Plaintiff for emotional distress, reputation, embarrassment and humiliation.

The Plaintiff possesses no duty to offset and/or mitigate the above-amounts.


2. **Release:** In consideration for Section No. 1, the parties expressly agree to hereby waive, release, and dismiss – *with prejudice* – any and all claims, allegations, suits, charges, damages, benefits, bonuses and the like stemming from the Plaintiff's Employment Contract and/or related in any way to his employment by the Defendants. "Defendants" shall be read to include the Loudon County Board of Education, individual board members, and school system employees, agents, administrators, insurers, and the like. Further, the Plaintiff shall voluntarily resign his employment and waive his tenure rights under Tenn. Code Ann. 49-5-501, et seq. with the Loudon County Board of Education, effective **July 18, 2019**. If this Mediation Agreement is approved on **July 17, 2019**, neither the Plaintiff nor the Defendants are making a determination or a statement that cause existed to terminate the Plaintiff's Employment Contract, and this statement shall be read into the record during the **July 17, 2019** special called meeting.
3. **Costs:** The Plaintiff and the Defendants shall account for their own discretionary costs and attorney's fees.
4. **Letter:** Within 30 days of Defendants' approval of this Agreement, the Plaintiff and the Board Chairman will draft a mutually agreeable letter of recommendation for the Plaintiff

based on his time with the school system. As the Plaintiff will resign from the school system effective **July 18, 2019**, if this Agreement is approved, his April 18<sup>th</sup> letter of reprimand will also be removed from the Plaintiff's personnel file at that time.

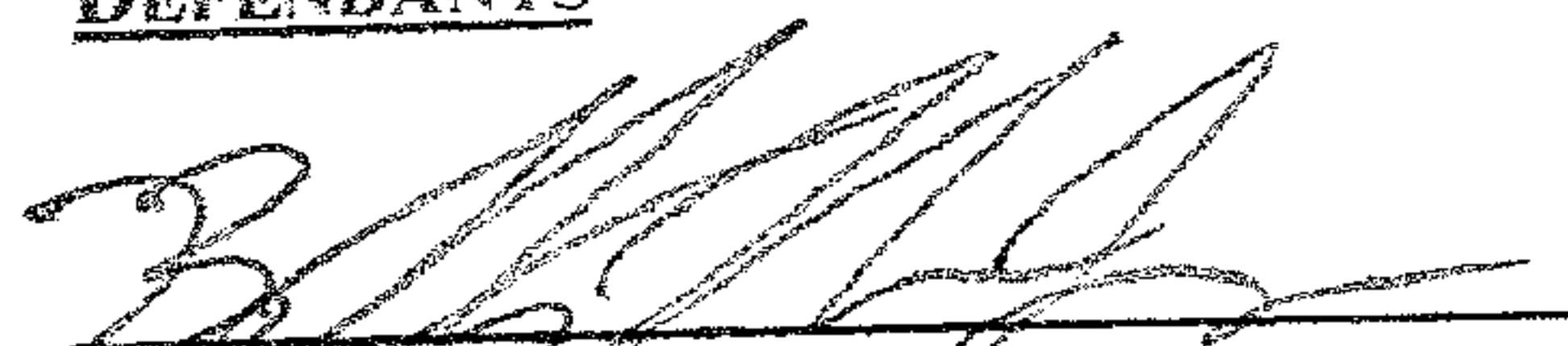
5. **Mediation:** The Loudon County Board of Education will fully account for any fees/costs associated with the **July 9, 2019** mediation.
6. **Non-Disparagement:** The Plaintiff and the Defendants agree, moving forward, not to engage in any form of conduct, or make any statements or representations, whether in writing or orally, that disparage or otherwise impair the reputation, goodwill or interests of the Plaintiff and/or the Defendants, unless required to do so by truthfully responding to a governmental investigation or to a valid court order/subpoena.
7. **Tax:** The Plaintiff expressly acknowledges that the Defendants have made no representations regarding his tax consequences and/or liability under this Agreement. As such, the Plaintiff agrees that he is solely and entirely responsible for the payment and discharge of all federal, state, and local taxes, if any, that are required to be paid in relation to this Agreement.

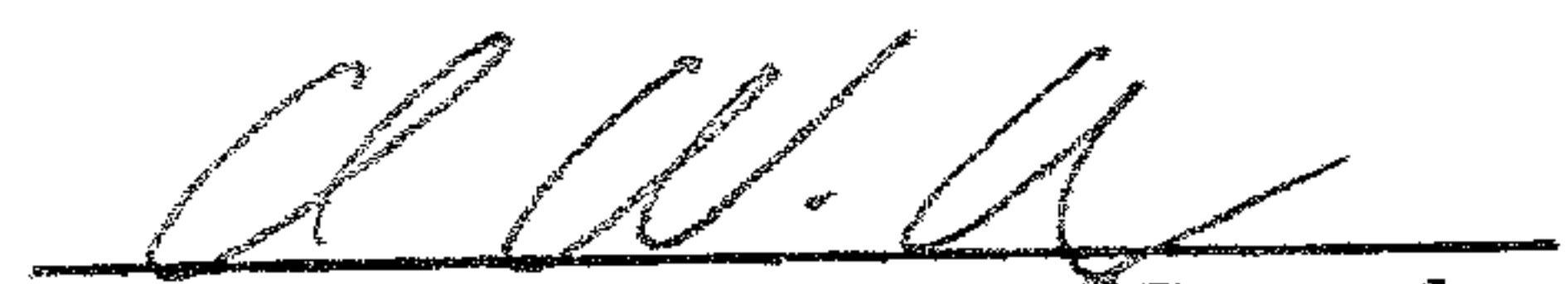
*BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE HAVING UNDERSTOOD ALL OF THE ABOVE-TERMS. IF THIS SETTLEMENT IS APPROVED ON JULY 17<sup>TH</sup>, THE PARTIES WILL ENTER INTO AND EXECUTE A MORE FORMAL AND EXHAUSTIVE SETTLEMENT AGREEMENT.*

**PLAINTIFF**

  
\_\_\_\_\_  
Dr. Jason Vance

**DEFENDANTS**

  
\_\_\_\_\_  
Bobby Johnson, Jr., Member

  
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Chris W. McCarty, Board/Counsel