

# SEPARATION, WAIVER AND RELEASE AGREEMENT

## Parties

The Parties to this Separation, Waiver and Release Agreement ("Agreement") are Grand School District ("the District") by and through the Board of Education of Grand School District ("Board") and Michael McFalls ("Dr. McFalls").

## Basis

1. Whereas, pursuant to that certain Employment Contract entered into between himself and the Board on or about May 6, 2024, Dr. McFalls has been employed as the District's Superintendent of Schools since July 1, 2024.
2. Whereas, the Parties now desire to end their employment relationship without further dispute or other proceedings and this Agreement is intended as the final statement and settlement of any rights or claims the Parties might have against each other in connection with Dr. McFalls's employment pursuant to the Employment Contract. Each party to this Agreement denies any wrongdoing or liability to the other.

## Terms

The terms of this Agreement are as follows:

1. Resignation by Dr. McFalls. Dr. McFalls hereby knowingly resigns from his employment with the District effective immediately. The Board/District accepts McFalls's resignation. This resignation may not be withdrawn, rescinded or modified except by the written agreement of all parties.
2. Separation Payment. In exchange for his resignation and other good and valuable consideration, and provided the Agreement is not revoked pursuant to paragraph 7 below, the District will pay Dr. McFalls the total amount of \$102,556.66 (the "Separation Payment").

The Separation Payment shall be paid by direct deposit using account information currently on file with the District on the first regularly scheduled payroll date following the expiration of the rescission period set forth in paragraph 7 below and ratification of the Agreement by the Board.

All amounts paid by the District to Dr. McFalls hereunder shall be subject to usual, customary, and required deductions, including, but not limited to, state and federal income taxes, FICA (Social Security), etc., and will be reported on Dr. McFalls's W-2 Form. Regardless of whether he signs this Agreement, Dr. McFalls will be eligible for continuing health insurance coverage through COBRA, as required by law, and provided he pays any required premiums.

3. Return of Property. Dr. McFalls affirmatively represents that he has returned all keys, ID badge, cell phone and any District owned electronic devices or other District owned property to the District.
4. Transition Cooperation. The Parties agree that from the date of his resignation through February 20, 2025, Dr. McFalls shall make himself reasonably available to provide transition-related employment services to the Board, Business Administrator and any Interim Superintendent to allow for the transfer of institutional knowledge to the Board's administrative designees, as may be requested by the Board. Services requested shall be reasonably related to the duties that were

performed by Dr. McFalls during his employment or which otherwise would have been expected to be performed by him pursuant to the Employment Agreement during the original term of same.

5. Employment Inquiries. Dr. McFalls shall direct all employment inquiries regarding his employment to the District's Business Administrator. Unless otherwise dictated by law, the District shall respond to any employment inquiries by providing the following information: dates worked, job titles held, salary at time of departure, and that Dr. McFalls resigned from his employment with the District.
6. 21-Day Consideration Period. This Agreement is being provided to Dr. McFalls on August 18, 2025. Dr. McFalls shall have 21 days in which to consider this Agreement. Dr. McFalls acknowledges that any changes, edits, or modifications made to this Agreement between when it is first given to him and when it is signed shall not restart the 21-day consideration period. Dr. McFalls acknowledges and agrees that by executing this Agreement prior to the expiration of the 21-day period, he has waived the balance of that period, if any. If Dr. McFalls fails to execute this Agreement before the expiration of the later of the 21-day period, then the terms and conditions contained in this Agreement are automatically withdrawn without further action or notice.
7. Seven Day Revocation Period. Following execution of this Agreement, Dr. McFalls shall have seven (7) days in which to revoke this Agreement. To be effective, the revocation must be in writing and signed by Dr. McFalls and must be delivered to and received by the District's Business Administrator, Matthew Keyes, whose address is 264 South 400 East, Moab, Utah 83452, before 5 p.m. of the 7<sup>th</sup> day. This Agreement shall become effective on the eighth (8<sup>th</sup>) day following execution (the "Effective Date").
8. Waiver and Release by Dr. McFalls. In exchange for the consideration provided by the District herein, Dr. McFalls forever releases and discharges the District, its successors, Board members, administrators, employees, agents, representatives, related entities and attorneys, and all persons acting by, through, under or in concert with the District, whether previously or later affiliated in any manner (collectively "Released Parties") from any and all claims, demands, actions, causes of action, charges of discrimination or harassment, obligations, rights, damages, attorney fees, costs and liabilities of any nature whatsoever (including claims for wages, benefits and claims for costs and attorneys' fees) which Employee may have, whether known, unknown, suspected, or later discovered, arising out of, based upon, or related to the Employment Relationship between Employee and the District and which arose on or before the date of this Agreement (the "Released Claims"). The Released Claims include any claims under any local, state, or federal laws prohibiting discrimination in employment, including under the Americans with Disabilities Act (as amended), Title VII or other provisions of the federal Civil Rights Acts, Pregnancy Discrimination Act, Equal Pay Act, the federal Family and Medical Leave Act, the Employee Retirement Income Security Act, Utah anti-discrimination laws; all claims for harassment or discrimination on account of race, gender, national origin, religion, disability, sexual orientation, or any other protected status; claims alleging any legal restriction on the District's right to terminate its employees; personal injury or other tort claims; and claims for wrongful discharge (in violation of public policy or otherwise), retaliation, breach of contract, promissory estoppel, defamation, interference with business expectancy, or infliction of emotional distress.
9. ADEA Waiver. The Released Claims further specifically include the release of any and all claims by Dr. McFalls under the federal Age Discrimination in Employment Act ("ADEA"), as amended. Dr. McFalls agrees that he knowingly and voluntarily intends to release the Released Parties from any and all claims for damages or other remedies he may have under the ADEA. This release is not to be construed as a waiver of ADEA claims that may arise after the execution of this Agreement.

- a. Nothing contained in paragraph 8 above shall be a waiver of any claims that cannot be waived by law.
  - b. Without limiting the scope of the release herein, the release also includes, without limitation, any claims or potential claims against any of the Released Parties for wages, earned vacation, paid time off, bonuses, expenses, severance pay, and benefits earned through the date of the execution of this Agreement. Such amounts are not consideration for this Agreement.
  - c. Dr. McFalls understands that nothing contained in this Agreement will be interpreted to prevent him from exercising his federally protected rights, including but not limited to, participating or cooperating in governmental agency investigations. However, Dr. McFalls agrees that he is waiving the right to monetary damages or other individual legal or equitable relief awarded as a result of any such proceeding. Dr. McFalls further represents that he has not and will not institute, prosecute or maintain on his own behalf, before any administrative agency, court or tribunal, any demand or claim of any type related to the matters released herein.
10. Knowing and Voluntary Agreement. Dr. McFalls acknowledges that he enters into this Agreement of his own volition. Dr. McFalls acknowledges that he has been given adequate time to review this Agreement with his agent, accountants or any other advisor he desired and that the District has recommended to him that he seek such advice before signing this Agreement. He further acknowledges that he is relying on his own judgment and that of his advisors in entering into this Agreement and that he is not relying on the advice or judgment of the District or any of its employees, attorneys or agents.
11. Integration Clause. This Agreement contains the entire understanding between the parties. Any previous statements or understandings, whether expressed or implied, oral or written, relating to the subject matter of this Agreement are fully extinguished and superseded by this Agreement. Further, the Agreement shall not be altered or varied, except by a writing signed by all parties. The parties hereby expressly waive the right to claim that the Agreement was or has been altered, modified, or otherwise changed by oral communication.
12. Governing Law. This Agreement shall be governed by and subject to the laws and exclusive jurisdiction of the courts of State of Utah. All disputes will be decided in the State of Utah's Judicial District Court in and for Grand County, Utah.
13. Dispute Resolution. In the event of a dispute between the Parties concerning any provision of this Agreement, including a dispute as to any Party's rights and obligations under any such provision, the Parties agree to the following dispute resolution mechanisms prior to the filing of any suit: (1) notice to, and discussion between Dr. McFalls and the Board or their designees; (2) submission to mediation with the costs of mediation to be shared equally by both Parties.
14. Attorneys' Fees. If a Party initiates any dispute concerning construction or interpretation of this agreement or any other issue arising out of the employment relationship, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees.
15. Board Ratification. This Agreement is subject to the ratification of the Board of Education of Grand School District, in a duly noticed open meeting. This Agreement shall be without legal effect unless ratified by the Board not later than the first meeting of the Board following the Effective Date.
16. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which shall be considered an original for all purposes. In addition, an electronically signed, or other

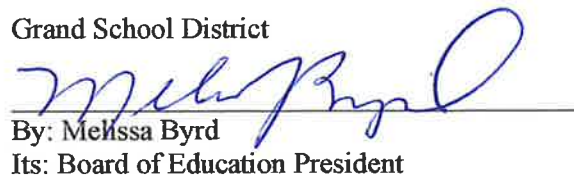
electronic or facsimile copy of this Agreement shall have the same force and effect of an original document.

DATED this 5 day of Sept., 2025.

  
Dr. Michael McFalls

DATED this 5<sup>th</sup> day of September, 2025.

Grand School District

  
By: Melissa Byrd  
Its: Board of Education President

I attest that this Agreement was approved, ratified, and agreed to by the Board of Education of Grand School District in a duly noticed public meeting held on \_\_\_\_\_, 2025.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Grand School District

\_\_\_\_\_  
By: Matthew Keyes  
Its: Business Administrator