

**VOLUNTARY SEPARATION AGREEMENT, COVENANT NOT TO SUE AND  
RELEASE**

This Separation Agreement, Covenant Not to Sue and Release ("Agreement") is entered into this 29<sup>th</sup> day of June, 2025, by and between Dr. Jeff Collum ("Employee") and the Conway School District, a public school district organized and existing pursuant to the laws of the State of Arkansas ("District").

**RECITALS**

(a) Employee is currently employed by the District as Superintendent of the District through June 30, 2027 (the "Contract"); and

(b) The parties hereto desire to enter into this Agreement to provide for the mutually agreed termination of the Contract in an amicable manner, effective transition of leadership, payment to the Employee, a covenant not to sue, and other consideration upon the terms and conditions as set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the parties hereto hereby agree as follows:

1. Resignation Terms. Effective July 1, 2025. Upon approval of separation agreement by the board from meeting on Sunday, June 29<sup>th</sup>, 2025.

2. Payment. In consideration of the release, covenant not to sue, and other consideration recited herein, the District agrees to pay in full to Employee as follows:

(a) On or before July 15, 2025, in addition to Employee's last paycheck under the terms of his Contract (less applicable taxes and withholding), payment will be made in full in the amount of \$23,500.00 in lump sum to Employee to an established 457 account;

- (b) On or before July 15, 2025, payment will be made in full in the amount of \$218,750.00 to Employee, less applicable taxes and withholding;
- (c) On or before January 10, 2026, full payment will be made in the amount of \$218,750.00 to Dr. Collum, less applicable taxes and withholding; and
- (d) Funds may be distributed in a different manner at the discretion of Employee and subject to the approval of the District not to exceed the agreed upon amount of \$461,000.00.

3. District Property. Effective by or before June 30th, 2025 by 5:00 pm, Employee shall have removed all personal property or belongings from his District office and have returned any keys to District property and all District-issued personal property in his possession to the District.

4. Cooperation. Employee agrees that he will make himself reasonably available, including remote assistance, to provide information and to otherwise provide assistance to the District. Employee further agrees to provide the District his truthful and complete cooperation in any litigation matters arising out of or related to either his or the District's activities during his employment with the District, whether or not such matters have commenced as of the termination of his employment. Further, Employee agrees that in the event his testimony or assistance would be necessary in any legal actions, including any investigations, he will fully cooperate. Such cooperation will be truthful and voluntary on his part. Such cooperation could include, but would not be limited to, meetings with members of the District, meetings with former and/or current employees when requested, and/or meetings with the District's designated attorneys or auditors. This cooperation agreement remains in effect at all times and specifically after the receipt of the payments set forth in paragraph 2 above.

5. Release. In consideration of the covenant not to sue and other consideration recited herein, Employee does hereby and for his successors and assigns, release, acquit and forever discharge the District and its agents, employees, officers, directors, insurers, attorneys, successors, servants, heirs, executors, administrators, parents, subsidiaries and affiliates (the "Released Parties") from any and all known and unknown claims, actions, causes of action, demands, rights, damages, wages, salaries, bonuses, back pay, front pay, job assignments, promotions, transfers, past employment, benefits, including but not limited to health, dental, and life insurance, pension, retirement, retirement plan benefits, accrued leave, costs, loss of service, attorneys' fees, expenses and compensation whatsoever which Employee now has or which may hereafter accrue on account of or in any way relating to the facts, circumstances and transactions arising out of or in any way relating to Employee's employment with the District, including without limitation any facts, circumstances, transactions, allegations or other matters of any kind, from the beginning of time up to and including the date hereof. It is the express intention of Employee to reserve any rights, claims or causes of actions that Employee may have against any person or entity other than the Released Parties, but to release fully and completely the Released Parties. Therefore, for the consideration hereinabove described, Employee agrees to a reduction of the damages recoverable against all other tortfeasors to the extent of the pro rata share of the liability of the Released Parties, and further agree to indemnify, protect and hold harmless the Released Parties from all judgments, claims, losses or expenses arising out of or by reason of any action, claim or demand by any person on account of the damages sustained by Employee, in any capacity, resulting from the facts and circumstances relating to Employee's employment with the District, or any liability or alleged liability under Act 315 of the Acts of Arkansas for 1941, as amended, being the Uniform Contribution Among Tortfeasors Act.

In addition to the above, Employee specifically releases any and all claims that he has or may have had against the Released Parties as of the date of his execution of this Agreement under:

- a. The Family and Medical Leave Act;
- b. Title VII of the Civil Rights Act of 1991 (42 U.S.C. §§ 2000(e), *et seq.*);
- c. Title IX of the Education Amendments of 1972;
- d. The Age Discrimination in Employment Act, as amended;
- e. The Civil Rights Acts of 1866, 1871, 1964 and 1991;
- f. The Americans with Disabilities Act of 1990 (42 U.S.C. § 1211 *et seq.*);
- g. The Rehabilitation Act of 1973 (29 U.S.C. § 701, *et seq.*);
- h. The Fair Labor Standards Act (29 U.S.C. § 201, *et seq.*);
- i. The Equal Pay Act of 1973 (29 U.S.C. Chapter 8, §§ 206(d), *et seq.*);
- j. The Consolidated Omnibus Budget and Reconciliation Act of 1985, (29 U.S.C. § 1161, *et seq.*, as amended);
- k. The Employee Retirement Income and Security Act (29 U.S.C. § 1001, *et seq.*, as amended);
- l. The Older Workers' Benefit Protection Act;
- m. The Arkansas Civil Rights Act;
- n. The Arkansas Whistle-Blower Protection Act;
- o. Any and all claims under the laws of any state, county, municipality, or other governmental subdivision of the United States or any state, including but not limited to, the State of Arkansas;
- p. Any and all other relevant Federal and/or State statutory and/or common laws including, but not limited to, intentional infliction of emotional distress, assault and battery, defamation, intentional interference with a contractual/business relationship, and wrongful discharge.

(hereinafter "Released Claims").

Likewise, the District and the Board and each and every Board member (both individually and in the Board members' official capacity) likewise totally and completely, fully and finally, release acquit and fully discharge Employee, his attorneys and agents, of and from any and all claims, actions, causes of action, demands, rights, damages (including, but not limited to, consequential damages), costs, attorneys' fees, expenses and compensation whatsoever, of any kind or character, known or unknown, which the District and/or Board had, has, or which may hereafter accrue on account of or in any way growing out of or arising out of Employee's employment relationship with the District and/or relationship with the Board and/or each and every one of the Board members past and present.

6. Covenant Not to Sue. From the date hereof, Employee covenants not to sue the Released Parties (and not to file any judicial or administrative charge against the Released Parties, to the extent not prohibited by applicable law) with respect to any such liability. From the date hereof, unless prohibited by law, Employee agrees not to commence any action, file any complaint, or otherwise initiate any action or complaint, either individually or as a representative of any group or class, of any nature whatsoever against the Released Parties before any federal, state, or local court, agency, bureau, commission, or similar office having jurisdiction to consider issues as he might otherwise allege. Not by way of limitation of the general applicability of the foregoing, from the date hereof Employee specifically agrees not to commence or participate, unless required by law or court order, in any manner in the commencement of any action or investigation pertaining to the Released Parties. It is the full intent of Employee to grant a full, complete and unconditional release of all matters from the beginning of time up to the date of this Agreement involving the Released Parties. Likewise, the District, Board and Directors (individually and collectively) expressly covenant and agree not to sue or participate, unless required by law or court order, in any federal or state judicial or administrative proceeding against Employee, his agents or attorneys, related to or concerning his employment with the District. Furthermore, the District and Board covenant and agree not to raise, prosecute, or participate in any grievance, complaint, or other claim or investigation against Employee, and will take such action or actions as may be necessary or required to withdraw or dismiss with prejudice any such grievance, complaint, or claim raised by the district.

7. Future Employment and Contract Work. Employee agrees to never apply for a position with the Released Parties or engage in any contract work for the Released Parties or take any temporary employment at any of the Released Parties' worksites. Employee acknowledges

that he is not entitled to such employment and understands that he will not be hired or permitted to work on any of the Released Parties' worksites. If Employee applies for employment, and any of the Released Parties inadvertently hire him or he is inadvertently assigned to a project by an entity providing contracted employees to work with any of the Released Parties, any of the Released Parties may immediately terminate that employment without cause and without liability.

8. Indemnification. With the exception of testimony compelled by subpoena, the parties hereto will indemnify and save harmless each other from any loss, claim, expense, attorneys' fees, costs, demand, or causes of action of any kind or character through the assertion by any person of a claim or claims connected with the subject matter of this Agreement, and from any loss incurred directly or indirectly by reason of a falsity or misrepresentation herein by the parties hereto.

9. Construction by Arkansas Law. This Agreement is entered into in the State of Arkansas and shall be construed and interpreted in accordance with its laws.

10. Additional Documents. All parties agree to cooperate fully and to execute with promptness and diligence any and all supplementary documents and to take all additional action that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

11. Remedies. Employee and his attorneys acknowledge that any breach of this Agreement would result in irreparable and continuing injury to the Released Parties for which an adequate remedy at law would not exist. Accordingly, if either Employee or his attorneys breaches any provision of this Agreement, the Released Parties, without excluding or limiting any other available remedy, will be entitled to entry of an order granting an injunction or specific performance compelling Employee to comply with this Agreement, without proof of monetary damages or an inadequate remedy at law.

12. Consultation with Counsel. The parties acknowledge to each other that each of them has read the full contents of this Agreement, understands that this Agreement constitutes a contract, has fully informed themselves of the terms, contents, conditions and effects of the Agreement, that no promises or representations of any kind have been made by or on behalf of the parties to this Agreement except as expressly stated herein, that each of them has relied solely on his, her, or its own judgment in executing this Agreement, and represents that he, she, or it, as the case may be, has freely consulted with counsel and enters into this Agreement voluntarily and under no duress. Each party to this Agreement agrees to bear its own costs and attorney's fees incurred in this matter and no party shall be responsible to any other for any costs or attorney's fees which may have been expended in connection with this matter.

13. Authorization. The parties signing this Agreement represent that they are fully authorized to execute this Agreement for and as the act of the respective parties hereto.

14. Severability. If any provision, paragraph, or subparagraph of this Agreement is adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remainder of the Agreement, including any other provision, paragraph, or subparagraph. Each provision, paragraph, and subparagraph of this Agreement is separable from every other provision, paragraph, and subparagraph, and constitutes a separate and distinct covenant.

15. Entire Agreement. This Agreement constitutes the entire agreement among the parties and supersedes all prior understandings, agreements, or representations by or among the parties, written or oral, to the extent they related in any way to the subject matter hereof.

16. Disparaging Remarks. As further consideration for this Agreement, Employee and the District and its Board of Education, corporately and individually, agree that they, nor any of them, shall make any disparaging statements, written or oral, about the other party to this

Agreement, and the parties further agree that none of them will discuss in any manner the extension of Employee's Contract

17. Employment Referral. The District and its Board will refer all employment referral requests from Employee's potential employers to Mrs. Sheila Franklin, the current School Board President. The parties agree to issue a positive public statement with respect to the Employee's service at the District and his voluntary resignation from the District; the Board, individually and collectively, do hereby agree that each of them shall refer any third-party inquiries regarding the Employee's employment as an employee of the District and as the Superintendent of the District to this Agreement. Furthermore, for purposes of employment after resignation, the Employee shall be provided a positive letter of reference signed by the Board President. The parties agree that the Board President shall prepare a mutually acceptable letter of reference.

18. Approval. This Agreement is subject to the approval of the District's Board of Directors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this \_\_\_\_\_ day of June, 2025.

EMPLOYEE:

By: \_\_\_\_\_  
Jeff Collum, Ed.D.

Witnessed and approved:

\_\_\_\_\_  
Stuart Berger

CONWAY SCHOOL DISTRICT

By: \_\_\_\_\_  
Sheila Franklin, Board President

Witnessed and approved:

17. Employment Referral. The District and its Board will refer all employment referral requests from Employee's potential employers to Mrs. Sheila Franklin, the current School Board President. The parties agree to issue a positive public statement with respect to the Employee's service at the District and his voluntary resignation from the District; the Board, individually and collectively, do hereby agree that each of them shall refer any third-party inquiries regarding the Employee's employment as an employee of the District and as the Superintendent of the District to this Agreement. Furthermore, for purposes of employment after resignation, the Employee shall be provided a positive letter of reference signed by the Board President. The parties agree that the Board President shall prepare a mutually acceptable letter of reference.

18. Approval. This Agreement is subject to the approval of the District's Board of Directors.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this

30 day of June, 2025.

EMPLOYEE:

By: \_\_\_\_\_

Jeff Collum, Ed.D.

Witnessed and approved:

Stuart Berger  
Stuart Berger

By:

Jeff Collum, Ed.D.

Witnessed and approved:

Stuart Berger

CONWAY SCHOOL DISTRICT

By:

Sheila Franklin, Board President

Witnessed and approved:

Jay Bequette  
Attorney for District

Attorney for District

STATE OF ARKANSAS     )  
                                          ) ss. ACKNOWLEDGMENT  
COUNTY OF FAULKNER )

On this 30 day of June, 2025, before me, a Notary Public duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Jeff Collum, to me personally well known, who stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 30 day of June, 2025.

Donna Rochelle Story  
Notary Public

My commission expires:

06-25-2028

(SEAL)



STATE OF ARKANSAS     )  
                                          ) ss. ACKNOWLEDGMENT  
COUNTY OF FAULKNER )

On this 29 day of June, 2025, before me, a Notary Public duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Sheila Franklin, to me personally well known, who stated that he/she is the Board President of the Conway School District Board of Directors, a public school district organized and operating pursuant to Arkansas law, and is duly authorized in said capacity to execute the foregoing instrument for and in the name and behalf of said school district, and further stated and acknowledged that he/she had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 29 day of June, 2025.

Donna Rochelle Story  
Notary Public

My commission expires:

06-25-2028

(SEAL)

