

RESIGNATION AGREEMENT AND RELEASE OF ALL CLAIMS

This Resignation Agreement and Release of All Claims ("Agreement") is entered into by and between Bianca Virnig ("Virnig") and BrightWorks. Virnig and BrightWorks are referred to as the "Parties."

WHEREAS, BrightWorks currently employs Virnig as the Director of Health and Safety, and

WHEREAS, Virnig and BrightWorks mutually desire to conclude their relationship in an amicable manner and to ensure that no potential claims or conflicts arise.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants contained in this Agreement the parties agree as follows:

1. **Irrevocable Resignation.** Virnig hereby resigns from employment with BrightWorks effective August 30, 2024. Virnig's resignation is voluntary and irrevocable once Virnig has signed this Agreement.
2. **Lump Sum Payments.** In exchange for Virnig's resignation and release of all claims as set forth in this Agreement, BrightWorks will pay Virnig one hundred and eight thousand, two hundred twenty-four dollars and fifty-four cents (\$108,224.54), minus all required federal and state taxes, Federal Insurance Contributions Act, and other deductions, as payment for past and future wages loss, within thirty days of full execution of the Agreement. BrightWorks will issue an appropriate W-2 to Virnig for purposes of taxes.
3. **No Further Claim to Compensation.** This Agreement satisfies all obligations between Virnig and BrightWorks that arise out of or relate to her employment and separation from employment, and Virnig shall have no claim whatsoever to any compensation, benefits, or payments of any nature except as expressly stated in this Agreement.
4. **Release of Claims.** BrightWorks has agreed to provide Virnig with certain benefits and privileges that she would not otherwise be entitled to receive in the absence of this Agreement. In consideration for those benefits and privileges, and as an inducement for BrightWorks to enter into this Agreement, Virnig hereby fully and completely releases, acquits, and forever discharges BrightWorks, its current and former Board members, officers, employees, agents, representatives, insurers, attorneys, and other affiliates from any and all liability for any and all damages, actions, or claims – regardless of whether they are known or unknown, direct or indirect, asserted or unasserted – that arise out of or relate to any action, decision, event, fact, or circumstance occurring before Virnig signs this

Agreement. Virnig understands and agrees that by signing this Agreement she is waiving and releasing any and all claims, complaints, causes of action, and demands of any kind that are based on or arise under any federal or state law, including but not limited to the federal and state constitutions, or any federal or state statute, regulation, rule, or common law.

- a. Virnig understands and agrees that by signing this Agreement she is waiving and releasing any and all claims, complaints, causes of action, and demands of any kind that she may have based on any federal or state law including, but not limited to, the Minnesota Human Rights Act (Minnesota Statutes section 363A.01, et seq.), Title VII of the Civil Rights Act, Section 1983 of the Civil Rights Act, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, the Fair Labor Standards Act, the Employment Retirement Income Security Act, the Minnesota Government Data Practices Act, and the Minnesota Veterans Preference Act.
 - b. Virnig understands and agrees that this release of all claims specifically includes, but is not limited to, any and all claims for defamation, wrongful discharge, breach of contract, violation of statute, due process, promissory estoppel, misrepresentation, fraud, infliction of emotional distress, retaliation or reprisal, discrimination, or harassment and claims based on any other law or theory, whether developed or undeveloped, arising out of or related to her employment with or separation from BrightWorks, or any decisions, practices, or actions taken by BrightWorks or its current and former School Board members, officers, directors, employees, agents, representatives, insurers, attorneys, or other affiliates.
5. **Claims Not Waived.** By signing this Agreement, Virnig does not release or waive the following: (a) any rights or claims that are based on any events that occur after she signs this Agreement; (b) any right to institute legal action for the purpose of enforcing this Agreement; (c) any right to apply for unemployment compensation benefits, although BrightWorks may contest such application; (d) any claims arising under the Workers' Compensation Act, although BrightWorks or its insurer may contest such claims; or (e) any right to file a charge with a governmental agency, including the Equal Employment Opportunity Commission, although BrightWorks may contest such a charge and Virnig agrees that she will not be able to recover any award of compensation, damages, or any other monies if she files a charge or complaint or has a charge or complaint filed on her behalf with any federal, state, or local government agency.
6. **Acceptance Period.** Virnig has the right to review and consider this Agreement for a period of twenty-one (21) calendar days after receiving it. Virnig is advised to seek the advice of legal counsel regarding this Agreement. If Virnig signs this

Agreement before twenty-one (21) calendar days have elapsed from the date on which she first received a copy of the Agreement to review, she will be voluntarily waiving her right to the twenty-one (21) day review period.

7. **Revocation Under the ADEA.** Virnig recognizes that by signing this Agreement, she is waiving and releasing any employment discrimination, retaliation, or other claims that she might have under the Age Discrimination in Employment Act ("ADEA"). After Virnig signs this Agreement, she will have seven (7) calendar days to revoke her waiver and release of any claims arising under the ADEA. This right of revocation applies only to claims arising under the ADEA. For a revocation of claims under the ADEA to be effective, it must be delivered to Executive Director John Schultz, 2 Pine Tree Drive, Suite 101, Arden Hills, Minnesota, 55112, either personally or by United States mail within the seven-day period. If delivered by mail, the revocation must be postmarked within the seven-day period, properly addressed to Dr. Schultz, and sent by certified mail, return receipt requested.
8. **Rescission Under the MHRA.** Virnig recognizes that by signing this Agreement she is waiving and releasing any employment discrimination and retaliation claims that she might have under the Minnesota Human Rights Act ("MHRA"). Under the MHRA (Minnesota Statutes section 363A.31), Virnig has the right to rescind her release of claims in writing within fifteen (15) calendar days after signing it. This right of rescission applies only to any claims arising under the MHRA. For a rescission of claims arising under the MHRA to be effective, it must be delivered to Executive Director John Schultz, 2 Pine Tree Drive, Suite 101, Arden Hills, Minnesota, 55112, either personally or by United States mail within the fifteen-day period. If delivered by mail, the rescission must be postmarked within the fifteen-day period, properly addressed to Dr. Schultz, and sent by certified mail, return receipt requested.
9. **Effect of Rescission or Revocation.** If Virnig rescinds or revokes any part of the Release of All Claims, the remainder of the Release of All Claims and all other provisions of this Agreement, including Virnig's irrevocable resignation, will continue to be in effect.
10. **No Admission of Wrongdoing.** This Agreement is made in compromise of disputed claims and is not to be construed as an admission of liability or wrongdoing by or on behalf of BrightWorks or any party identified in interest with BrightWorks. BrightWorks specifically denies any wrongdoing or liability.
11. **Confidentiality.** The Parties will endeavor to avoid publicizing this Agreement within the parameters of what is allowed under Minnesota law. Virnig

understands and agrees that BrightWorks' disclosure of this Agreement and any other data related to Virnig's employment with BrightWorks will be subject to the requirements set forth in the Minnesota Government Data Practices Act ("MGDPA") and other Minnesota law governing the operations of service cooperatives.

12. **Return of BrightWorks Property.** By September 30, 2024, the Parties shall arrange for the return of any and all Brightworks property in Virnig's possession, custody, or control including, but not limited to, any BrightWorks keys or access cards, identification badges, equipment, and records or data of any nature. Virnig may retain possession of the chair and desk purchased by BrightWorks.
13. **Limitation on Future Employment.** Virnig agrees that, for a period of two years following the full execution of this Agreement, she will not seek, apply for, or accept any employment, consulting, or volunteer opportunities with BrightWorks.
14. **Tax Consequences.** Virnig acknowledges and agrees that neither BrightWorks nor any of its insurers, attorneys, agents, employees, assigns, or representatives have made any statements or representations regarding the tax consequences of the payment being made pursuant to this Agreement. It is specifically agreed and understood by Virnig that she is solely responsible for determining any tax consequences and for paying any taxes owed based on the payment made pursuant to this Agreement, except as expressly agreed in Paragraph 2.
15. **Liens, Subrogation, and Indemnification.** Virnig understands and agrees that she is solely responsible for satisfying any conditional payments, liens, subrogation claims, demands for payment, and all other obligations to reimburse any governmental entity, governmental program, public or private insurer, or other source of payment or benefits furnished to her now or any time in the future including, but not limited to, any claims or demands for repayment or reimbursement of payments made for medical services or prescription medications. Virnig agrees to indemnify and hold BrightWorks, its insurers, attorneys, and any other representatives of BrightWorks harmless from any and all claims and losses, including costs and attorney's fees, and any other amount required for their defense, associated with any conditional payment, lien, subrogation claim, taxation claims or other claim or demand asserted by any governmental entity, governmental program, public or private insurer, or any other source of payment or benefits that have been furnished to Virnig.
16. **Voluntary Agreement.** The parties acknowledge that no person has exerted undue pressure on them to sign this Agreement. Each party is voluntarily choosing to enter into this Agreement because of the benefits that are provided under this Agreement.

17. **Responsibility for Costs.** Each party is responsible for its own costs, expenses, and any attorney fees associated with this Agreement.

18. **Choice of Law, Forum and Severability.** This Agreement is governed by the laws of the State of Minnesota regardless of Virnig's domicile or status as a resident of Minnesota or any other state. The parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement. If a court determines that any part of this Agreement is unlawful or unenforceable, the remaining portions of the Agreement will remain in full force and effect.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to Virnig's employment with BrightWorks and her separation of employment. This Agreement supersedes any inconsistent provisions in any other document, including, but not limited to, the CBA, any applicable District policies, and any handbook provisions covering Virnig's employment. No party has relied upon any statements, promises, or representations that are not stated in this document. No changes to this Agreement are valid unless they are in writing and signed by all parties.

20. **Signatures.** This Agreement may be signed in counterparts, and a copy of this Agreement will have the same legal effect as the original.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the dates shown below.

By signing below, each party specifically acknowledges that it has read this Agreement; that it has been advised to review the terms of this Agreement with legal counsel; and that it understands and voluntarily agrees to be legally bound by all terms of the Agreement.

EMPLOYEE

Date: 9.15.2024

Bianca Sarah Virnig
Bianca Virnig

BRIGHTWORKS

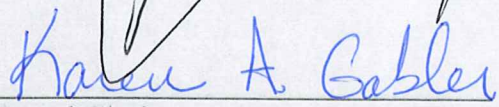
Date: 9/30/24

Date: 9/30/24



Handwritten signature in black ink, appearing to be 'W. H. ...', written over a horizontal line.

Board Chair



Handwritten signature in blue ink, appearing to be 'Karen A. Gabler', written over a horizontal line.

Board Clerk