

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION**

<b>EQUAL EMPLOYMENT OPPORTUNITY</b>	)	
<b>COMMISSION</b>	)	
	)	
<b>and</b>	)	
	)	
<b>JAHALA KINSER</b>	)	
	)	
<b>Plaintiffs,</b>	)	
	)	
<b>v.</b>	)	<b>Civil Action No.: 4:04-CV-00592-DW</b>
	)	
<b>FT. OSAGE SCHOOL DISTRICT,</b>	)	
	)	
<b>Defendant.</b>	)	

**STIPULATION OF DISMISSAL WITH PREJUDICE**

Pursuant to Rule 41(a)(1)(ii), Fed.R.Civ.P., Plaintiff Equal Employment Opportunity Commission ("EEOC"), Plaintiff/Intervenor Jahala Kinser ("Kinser"), and Defendant Ft. Osage School District("Ft. Osage"), stipulate to the dismissal of the above-captioned action with prejudice as follows:

1. The EEOC, Kinser, and Ft. Osage have reached an agreement to compromise and settle all matters in controversy between them and have reduced their agreement to writing. A signed copy of the parties' Settlement Agreement is attached hereto and is hereby incorporated as a part of this Stipulation of Dismissal.
  
2. The Court shall retain jurisdiction solely for the purpose of enforcing the terms of the Settlement Agreement.

3. Each party shall bear its own costs and attorney's fees.
4. Plaintiffs' claims against Defendant are dismissed with prejudice.

**FOR DEFENDANT  
FT. OSAGE SCHOOL DISTRICT**

/s/Thomas A. Mickes  
Thomas A. Mickes  
Sarah Wight  
Doster, Mickes, James, Ullom,  
Benson & Guest, L.L.C.  
17107 Chesterfield Airport Rd.,  
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**FOR PLAINTIFFS EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION**

/s/Robert G. Johnson  
Robert G. Johnson  
Regional Attorney  
  
BARBARA A. SEELY  
Supervisory Trial Attorney  
  
/s/Jan Shelly  
Jan Shelly  
Senior Trial Attorney

REBECCA STITH  
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**FOR PLAINTIFF JAHALA KINSER**

/s/Anne Schiavone  
Anne Schiavone  
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/s/Gene P. Graham, Jr  
Gene P. Graham, Jr.  
White Allinder Graham Buckley, LLC  
19049 E. Valley View Parkway  
Independence, MO 64055



**FULL AND COMPLETE RELEASE AND  
FINAL SETTLEMENT AGREEMENT**

This Full and Complete Release and Final Settlement Agreement (hereinafter referred to as the "Agreement") is entered into by and between Equal Employment Opportunity Commission and Jahala Kinser (hereinafter referred to as the "EEOC" and "Kinser") and Fort Osage School District (hereinafter referred to as "District") as of the date of the execution of this Agreement by all parties hereto, and in accordance with the terms and conditions set forth below.

WHEREAS, Kinser was employed by the District as Assistant Superintendent for Educational Services until her nonrenewal on April 9, 2002; and

WHEREAS, EEOC and Kinser filed and presently have pending a lawsuit in the United States District Court for the Western District of Missouri, entitled *Equal Employment Opportunity Commission and Jahala Kinser v. Fort Osage School District*; Case No. 4:04-CV-00592-DW setting out allegations of a violation of the Equal Pay Act ("EPA") and Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, including claims of retaliation under the EPA and Title VII, and making demand for damages including compensatory damages, attorneys fees, costs and injunctive relief; and

WHEREAS, the District specifically denies any wrongdoing and denies it has violated Kinser's rights under any federal, state, or local statute or law and further denies any liability to Kinser in any respect whatsoever, for monetary damages or otherwise. The execution of this Agreement does not and shall not constitute any acknowledgment by the District of the truth of the allegations in EEOC's and Kinser's claims or any admission of liability; and

WHEREAS, by reason of the foregoing and the claims of the EEOC and Kinser as more fully set out in said lawsuit, controversies have arisen between the District and Kinser and the EEOC which they desire to compromise and settle, as well as any and all other claims and controversies which may exist between the District and Kinser and the EEOC arising from her employment with the District up to the date of the execution of this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. The District shall pay to Kinser the amount of \$3,000.00 as wage payment for the alleged but disputed Equal Pay Act claim. The district shall issue a separate check jointly payable to The Schiavone Law Firm and White Allinder Graham & Buckley in the amount of \$86,795.42 for reasonable attorneys' fees and expenses associated with the case. The District shall pay to Kinser an additional and separate lump sum payment of \$125,204.58 for the alleged but disputed emotional distress as set forth in her Title VII and Retaliation claims. Kinser agrees to indemnify the District for any fines or assessments for underreporting payments to Kinser under this Agreement.

2. In consideration for the payment set forth in paragraph 1, along with other good and valuable consideration, the sufficiency of which is hereby acknowledged, the EEOC as the Equal Pay Act claims only, and Kinser as to all claims hereby fully, finally and forever waives,

releases and discharges the District, the Board of Education and its current and former members, employees, affiliates, successors, assigns, officers, agents, insurers, servants, representatives, and all other entities affiliated with or related to it (Released Parties), without limitation, exception or reservation, from any and all liability, actions, claims, demands or lawsuits which Kinser and the EEOC may have had or presently have in connection with or arising in any manner out of, relating to or connected with her employment and separation from employment with the District, any alleged written or oral employment agreements, any torts causing physical or personal injury, or the events and occurrences described or raised in the lawsuit pending as Case No. 4:04-CV-00592-DW, in the United States District Court for the Western District of Missouri. As to Kinser only, this release applies to any and all claims, known or unknown, arising under contract, federal, state, or local statutory or common (including civil tort) law, which have been asserted or which could have been asserted now or in the future, including, but not limited to, any and all claims under the Missouri Human Rights Act, Mo. Rev. Stat. § 213.111 et seq.; the U.S. Constitution, the Missouri Constitution, and any other federal, state, or local laws that in any way relate to employment, termination of employment, or retaliation with respect to employment, including claims arising under federal or state civil rights or human rights laws. Further, immediately upon Kinser's receipt of the payment described above, Kinser and the EEOC hereby agree to dismiss, with prejudice, and to otherwise extinguish any and all pending suits, claims or actions, arising from or filed in connection with Kinser's EEOC Charge No. 28EA201319, including Case No. 4:04-CV-00592-DW, and hereby acknowledges the satisfaction in full of any and all such suits, claims, demands and causes of action as herein described, including but not limited to any and all claims for damages, actual or punitive, wages or benefits.

3. In further consideration for the payment set forth in paragraph 1, Kinser acknowledges that liens, fees and expenses of all attorneys have or will be fully paid and extinguished, and she agrees to indemnify and hold harmless the parties hereby released from any liability whatsoever therefore.

4. In further consideration for the payment set forth in paragraph 1, Kinser agrees and promises that she will not in the future seek or make application for employment with, or provide services as an independent contractor to, the District, its Board of Education, or their successors or assigns, and that in the event that she should attempt to do so, her application and employment legitimately and lawfully may be denied solely on the basis of her breach of this Agreement. Kinser further understands and agrees that her work with the District is finally terminated, any applications for employment are hereby withdrawn, and that there is no obligation or promise to employ or reemploy her in any capacity whatsoever. To the extent Kinser intentionally or inadvertently obtains employment with the District or the District's Board of Education or their successors or assigns, Kinser agrees this Agreement constitutes justification for discharge or separation without regard to the duration of any such employment.

5. In further consideration for the payment set forth in paragraph 1, and in consideration of the District's promises to the EEOC as set forth in paragraphs 6 and 7, below, Kinser and the EEOC agree upon Kinser's receipt of the payment described in paragraph 1, to immediately dismiss in full, with prejudice, with each party bearing and paying her or its own costs and expenses, the above-described lawsuit, pending as Case No. 4:04-CV-00592-DW in the United States District Court for the Western District of Missouri. Kinser and the EEOC

further agree to immediately execute whatever documents may be necessary to effectuate such dismissal with prejudice.

6. The District will report to the EEOC's Regional Attorney for the St. Louis District Office the annual salaries, names and genders of the District's Assistant Superintendents, which is a matter of public record, within 30 (thirty) days of the setting of such salaries by the District's Board of Education for a period of two (2) years. Thereafter, the information can be obtained by the EEOC pursuant to a Sunshine Law request.

7. The District will modify Policy GCBA Professional Staff Salary Schedules – Administrative to reflect the factors which the Board utilizes to establish administrative salaries within 60 (sixty) days of the full execution of this Agreement and will forward a copy of such modified policy to the EEOC's Regional Attorney for the St. Louis District Office within 30 (thirty) days of such modification.

8. The Board of Education's Policies, including its Employment Discrimination Policies, will continue to be posted on the District's website.

9. The Board of Education will continue to comply with all sections of the Equal Pay Act and Title VII.

10. Kinser warrants that she has not assigned her claims herein released to any other individual, company or entity.

11. This Agreement constitutes the entire agreement between Kinser, the EEOC and the District, and shall not be construed as an admission of liability, wrongdoing, or discrimination by the District.

12. Kinser further acknowledges, confirms and agrees that she has been advised and is hereby advised to seek legal counsel regarding this Agreement.

13. Kinser and the EEOC further acknowledges, confirms and agrees that they have read this Agreement and understand each of the terms of this Agreement.

14. Kinser and the EEOC further acknowledges, confirms and agrees that they have entered into and executed this Full and Complete Release and Final Settlement Agreement voluntarily and willingly.

15. Kinser and EEOC further acknowledge, confirm and agree that in the event any part of this Agreement shall be declared invalid, it shall not affect the validity of the rest of the terms of this Agreement.

16. It is expressly understood to be the intent of the parties hereto that the terms and provisions of this Agreement are severable and if, at any time in the future or for any reason, any term or provision in this Agreement is declared unenforceable, void, voidable or otherwise invalid, the remaining terms and provisions shall remain valid and enforceable as written.

17. The terms and provisions of this Agreement shall be interpreted and enforced under the substantive laws of the State of Missouri, to the extent state law applies, and under federal law, to the extent federal law applies.

BEFORE SIGNING BELOW, THE UNDERSIGNED DECLARES THAT SHE IS LEGALLY COMPETENT TO EXECUTE THIS FULL AND COMPLETE RELEASE AND FINAL SETTLEMENT AGREEMENT, AND THAT SHE VOLUNTARILY EXECUTES IT WITH FULL KNOWLEDGE OF ITS CONTENTS AND MEANING FOR THE PURPOSE OF WAIVING ANY AND ALL POSSIBLE CLAIMS AS DESCRIBED HEREIN.

IN WITNESS WHEREOF, the undersigned, Jahala Kinser, has hereunto set her hand on this 9<sup>th</sup> day of November, 2006.

Jahala Kinser  
Jahala Kinser

STATES OF MISSOURI )  
                                  ) ss  
COUNTY OF JACKSON )

On this 9<sup>th</sup> day of November, 2006, before me, Nancy Conard, a Notary Public in and for said state, personally appeared Jahala Kinser, known to me to be the person who executed the within instrument, and acknowledged to me that she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Nancy Conard  
Notary Public

My Commission Expires:  
Sept. 8, 2007

**NANCY CONARD**  
NOTARY PUBLIC - NOTARY SEAL  
STATE OF MISSOURI  
Jackson County  
My Commission Expires Sept. 8, 2007

Robert Johnson  
Robert Johnson  
Regional Attorney  
Jan Shelly  
Senior Trial Attorney  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

July 18, 2010

AMANDA JAMES  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Commission for Jackson County  
My Commission Expires July 18, 2010  
Commission #06916402

Sharon Tankersley  
President, Board of Education  
FORT OSAGE SCHOOL DISTRICT  
Tandra A. Klich  
Secretary, Board of Education  
FORT OSAGE SCHOOL DISTRICT