



## Kansas City, Kansas Public Schools

2010 N. 59<sup>th</sup> St. Kansas City, KS 66104  
(913) 551-3200 Fax: (913) 551-3217  
www.kckps.org

---

August 8, 2011

Mr. Matthew Rippee  
12860 S. Gallery Street  
Olathe, Kansas 66062

Dear Mr. Rippee:

This is to notify you that all liquidated damages and other outstanding debts have been satisfied. Your release and resignation have been submitted for approval to the Kansas City Kansas Board of Education at their next meeting on August 9, 2011.

I want to thank you for the services, which you have provided for the students of Unified School District # 500. I would like to express my best wishes for your future endeavors.

Sincerely,

-Edwin K. Hudson  
Chief of Human Resources  
Kansas City Kansas Public Schools

EH/nj

Cc: Personnel File

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*Unified District 500*

**PLAINTIFFS'**  
**EX. 261**

USD500 002698

THIS CHECK HAS A BLUE FACE WITH SECURITY VOID BACKGROUND MICROPRINT CHEMICAL REACTIVE PAPER AND OTHER SECURITY FEATURES



Capitol Federal 700 KANSAS AVENUE  
TOPEKA, KANSAS 66603  
785-235-1341

# CASHIER'S CHECK

NOT VALID AFTER 90 DAYS

010651287

Ref: 004015960

Aug 08, 2011

44-712B  
2011

REMITTER: MATT RIPPEE  
\*\*\*TWENTY ONE THOUSAND THREE HUNDRED THIRTY FIVE and 00/100\*\*\*

PAY TO THE ORDER OF:

KCK PUBLIC SCHOOLS

U.S. DOLLARS  
\*\*\*21,335.00\*\*\*

PRESIDENT

Capitol Federal  
TOPEKA, KANSAS

⑈010651287⑈ ⑆301171285⑆ 0025777168⑈

**Barbara Kirkegaard - RE: Matthew Rippee 0641017**

---

**From:** "Mayne, Terry L" <tmayne@ku.edu>  
**To:** Barbara Kirkegaard <BAKIRKE@kckps.org>  
**Date:** 7/29/2011 11:34 AM  
**Subject:** RE: Matthew Rippee 0641017  
**CC:** Pat Adams <Padams@kckps.org>, "Jacobsen, Kathy" <kjake@ku.edu>

---

Barbara-

Sorry, I was out yesterday so did not get anything put together. There are two difficulties with compiling this info:

- 1) Books are charged and paid completely outside our system, so we have no way of knowing about those payments. If done thru the main KU Union Bookstore, Samantha at (785)864-5263 may be able to assist.
- 2) Depending on what info you need, there is nothing our system can generate to show this, so it will be a manual process. For Tuition, did you just want the term and amount paid?

Thanks,

Terry

---

**From:** Barbara Kirkegaard [mailto:BAKIRKE@kckps.org]  
**Sent:** Friday, July 29, 2011 10:32 AM  
**To:** Mayne, Terry L  
**Cc:** Pat Adams  
**Subject:** RE: Matthew Rippee 0641017

Terry,

Were you able to put together the amount USD 500 KCKPS was charged for Mathew Rippee's tuition and books? We really appreciate any assistance you can provide us.

Barbara Kirkegaard  
Lead Director of Human Resources  
Kansas City Kansas Public Schools  
2010 N. 59th St.  
Kansas City, Kansas 66104  
913-279-2261  
[bakirke@kckps.org](mailto:bakirke@kckps.org)

A hundred years from now it will not matter what your bank account was,  
the sort of house you lived in, or the kind of car you drove,

but the world may be better because  
YOU made a difference in the life of a child...  
Forest Witcraft

This message has been sent from the Kansas City, Kansas Public Schools. The information contained in this email and any attachments may be privileged and confidential, and are intended only for the individual or entity identified as the addressee. If you are not the addressee, or if the message has been addressed to you in error, you are not authorized to read, retain, copy, or distribute the message or any attachments. If you have received the message in error, please delete it and any attachments and notify the sender by return e-mail or by telephone. Thank you.

>>> "Mayne, Terry L" <[tmayne@ku.edu](mailto:tmayne@ku.edu)> 7/27/2011 12:42 PM >>>  
Pat-

Did you want for all students, or just Matthew?

Terry

-----Original Message-----

From: Pat Adams [<mailto:Padams@kckps.org>]  
Sent: Wednesday, July 27, 2011 12:27 PM  
To: Mayne, Terry L  
Cc: Barbara Kirkegaard  
Subject: Matthew Rippee 0641017

We need your help, please.

Matthew Rippee began taking classes for HQT in Aug of 2008. USD 500 paid for those classes (books and tuition). Would it be possible for you to e-mail us a list on the account, showing charges and payments (itemized like they are on your invoices). One of the invoices is KULC-TPC\_0000047321.

If you could e-mail us that information this afternoon, your help would be greatly appreciated. Thank you.

Patricia Adams  
Federal Programs Tech Asst. and SES Contact for USD 500  
Office of the Chief Financial Officer  
(913) 279-2218  
<http://www.kckps.org>  
Fax: (913) 279-2085 or 551-3217  
Kansas City, KS Public Schools  
2010 N. 59 Street, Floor 3  
Kansas City, KS 66104

Federal Programs Homepage: <http://www.kckps.org/federal/>

Community/Volunteer Affiliations:  
Historian on the KCKs Public Schools (279-2146)  
<http://www.kckps.org/disthistory/>  
Assoc Editor and Contributing Author, Wyandotte Cty Historical Journal

**Barbara Kirkegaard - Payment Detail For MR 0641017**

**From:** "Mayne, Terry L" <tmayne@ku.edu>  
**To:** Barbara Kirkegaard <BAKIRKE@kckps.org>  
**Date:** 8/1/2011 3:38 PM  
**Subject:** Payment Detail For MR 0641017  
**CC:** "Jacobsen, Kathy" <kjake@ku.edu>  
**Attachments:** Book1.xls

---

Barbara-

Attached is the breakdown you requested. Again, this is tuition only since we are not involved in the textbook charges. Please let me know if you need anything else.

Terry  
785.864.5928

Contract Nbr	Total Charges	Term	Payments	Payment Date
4089 USD500FED-LATE ISS	\$75.00	2008Fall	\$75.00	10/31/2008
4089 USD500FED-TUDTRF	\$5,842.00	2008Fall	\$5,842.00	10/31/2008
4092 USD500FED-TUDTRF	\$2,481.15	2009Spring	\$2,481.15	6/3/2009
4096 USD500FED-TUDTRF	\$2,280.75	2009Summer	\$2,280.75	7/30/2009
4099 USD500FED-TUDTRF	\$2,310.75	2009Fall	\$2,310.75	11/6/2009
4102 USD500FED-TUDTRF	\$2,310.75	2010Spring	\$2,310.75	4/2/2010
4109 USD500FED-TUDTRF	\$2,456.10	2010Fall	\$2,456.10	11/5/2010
4112 USD500FED-TUDTRF	\$2,456.10	2011Spring	\$2,456.10	3/18/2011

**Barbara Kirkegaard - FW: USD 500, Matthew Rippee**

**From:** "Deryl Wynn" <dwynn@mvplaw.com>  
**To:** "Barbara Kirkegaard" <BAKIRKE@kckps.org>, "Edwin Hudson" <EDHUDSO@kckps.org>  
**Date:** 8/5/2011 2:41 PM  
**Subject:** FW: USD 500, Matthew Rippee  
**CC:** "Cindy Lane" <cilane@kckps.org>, "Susan Westfahl" <SUWESTF@kckps.org>

Barb & Edwin,

Contained below is an mail I received last night from Mr. Rippee's attorney, Dennis Stanchik, regarding Mr. Rippee's outstanding debt. After much discussion, it appears that I have convinced Mr. Stanchik that it would not be cost effective to file an action for declaratory judgment or to pursue any litigation against the school district. Now however, the teacher wishes to cancel the \$12,000.00 check forwarded last week, replace that check with a \$5,000.00 check and to pay the remaining balance over a period of several months.

"In order to be able to reduce the amount of the monthly payment Matt must make on the \$12,000.00 he borrowed to satisfy the demand for payment in full, Matt proposes that the District tear up the \$12,000.00 check to be replaced immediately by his check for \$5,000.00. This will allow Matt to restructure the terms of the \$12,000.00 loan and free up sufficient cash to allow him to make the monthly payments referred to in the next paragraph."

As it now stands, Mr. Rippee is faced with an action for breach of contract, which he can ill afford, or an action for injunctive relief prohibiting Mr. Rippee from accepting employment with the Olathe School District, which according to his lawyer, is in Mr. Rippee's hometown.

Interestingly, an option not suggested by Mr. Stanchik, but one I would suggest would be to cash the \$12,000, 00 check and work out a payment plan with the teacher or-- work out an arrangement for the teacher to provide services over the summer months or something to that effect. Of course, if Mr. Rippee is deemed by USD 500 to be

*Persona non grata*, this option would be wholly unacceptable. Nevertheless, it appears that Mr. Rippee is unable to meet his financial obligations to the school district.

Please let me hear from you so I can inform Mr. Stanchik of your preference. As always, if you have questions, feel free to give me a call. Deryl

Deryl Wynn  
McAnany, Van Cleave & Phillips, P.A.  
10 E. Cambridge Circle Drive, Suite 300  
Kansas City, KS 66103  
Direct: 913-573-3327  
Main: 913-371-3838  
Fax: 913-371-4722  
dwynn@mvplaw.com

<http://www.mvplaw.com>

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-----Original Message-----

From: Dennis Stanchik [<mailto:stanchiklaw@att.net>]  
Sent: Thursday, August 04, 2011 8:14 PM  
To: Deryl Wynn  
Subject: USD 500, Matthew Rippee

Deryl,

Since clarity is not a natural by-product of driving in rush hour traffic while talking on the phone, I thought it prudent to put my settlement offer in writing. Before getting to the details, however, I want to assure you that I sat down with Matthew this afternoon so that I could review his bank statements and check book for the year. The proposal that follows actually and quite literally reflect Matt's financial situation. The proposal is also one I think that Matt and his family can successfully complete. Here are the terms:



1. In order to be able to reduce the amount of the monthly payment Matt must make on the \$12,000.00 he borrowed to satisfy the demand for payment in full, Matt proposes that the District tear up the \$12,000.00 check to be replaced immediately by his check for \$5,000.00. This will allow Matt to restructure the terms of the \$12,000.00 loan and free up sufficient cash to allow him to make the monthly payments referred to in the next paragraph.

2. Matt will formally agree that he is responsible for the entire amount of the teacher assistance advances made by the District by way of payment to the University of Kansas. In addition, Matt will agree to pay the sum of \$200.00 per month until the balance is paid in full.

3. USD 500 will assign its rights to pursue recovery of over-payments to the University of Kansas. In addition, USD must agree to cooperate with Matthew to the extent that he requires documents evidencing the amount of payments made by the District.

4. If Matthew is able to recover some or all of the windfall that has accrued to the University prior to paying the full amount of his indebtedness to the District, any funds recovered will be paid immediately to the District. Matthew will keep the District apprised of his collection efforts and would be happy to share any documents or correspondence initiated by him or the University of Kansas with counsel for the District.

5. Although I haven't spoken with Matthew about the possibility of providing the District with some form of security interest to the benefit of the District, I think there might be some point in entertaining such a thought.

It is my sincere hope that the District will find this proposal acceptable. There is some room for tweaking the monetary amounts, but any upward adjustment would have to be minimal for Matthew to be able to perform.

From: Edwin Hudson  
To: dwynn@mvplaw.com, Lane, Cindy, Kirkegaard, Barbara  
Date: 8/5/2011 7:33 PM  
Subject: Re: usd/ripee matter

**\*\* For Your Eyes Only \*\***

Thank you, Deryl. Have a good weekend!

-----Original Message-----

From: "Deryl Wynn" <dwynn@mvplaw.com>  
To: Stanchik, Dennis <stanchiklaw@att.net>

Sent: 8/5/2011 7:12:48 PM  
Subject: Re: usd/ripee matter

Mr. Stanchik,

Yes, he is to be at work on Monday. My client advises that Mr. Rippee should return to USD #500 in accordance with the terms and conditions of his current teaching contract and will not be released. If he will not return, he is to pay, in full, his liquidated damages and other outstanding debt, post haste. Should he still have a desire to leave, he will have an appropriate opportunity to do so, without damages, at the end of the school year. I am further advised that the school district is challenged to find a replacement given the late notice. Finally, regarding the threatened legal action, my client advises that we will defend with vigor. Deryl

On Aug 5, 2011, at 4:10 PM, "Dennis Stanchik" <stanchiklaw@att.net> wrote:

> Deryl,  
>  
> Still no word from you client, I assume. At a minimum I need to know whether the District expects Matthew to be at work on Monday morning. Please advise.  
>  
> Dennis

**Barbara Kirkegaard - FW: usd/ripee matter**

**From:** "Deryl Wynn" <dwynn@mvplaw.com>  
**To:** "Edwin Hudson" <EDHUDSO.PO-001.admin@kckps.org>, "Barbara Kirkegaard" <BAKIRKE@kckps.org>  
**Date:** 8/6/2011 10:13 PM  
**Subject:** FW: usd/ripee matter  
**CC:** <suwestf@gw.kckps.org>, "Cindy Lane" <CILANE@kckps.org>

---

PLEASE NOTE: ACCORDING TO THE REMARKS OF HIS ATTORNEY (ATTACHED BELOW), MONDAY MORNING, MR. RIPPEE WILL PAY THE FULL LIQUIDATED DAMAGES AMOUNT AND DEMANDS THAT THE DISTRICT PREPARE THE NECESSARY RELEASE.

**From:** Dennis Stanchik [mailto:stanchiklaw@att.net]  
**Sent:** Sat 8/6/2011 12:02 PM  
**To:** Deryl Wynn  
**Subject:** Re: usd/ripee matter

Deryl,

Please review your letter dated July 29, 2011 that was presented to me after I had tendered the two checks on Mr. Rippee's behalf. The letter is an unequivocal demand. It expresses no conditions that could be construed as an offer of settlement. The letter contained no expiration date and did not express other conditions. It clearly indicates that the District will release Mr. Rippee upon payment of the liquidated damages amount established in the master agreement and payment in full of any amounts owed pursuant to the teachers' assistance program. Please advise your client that on Monday morning, August 8th, Mr. Rippee will be tendering \$21,335.00 (\$1,000.00 in payment of liquidated damages and \$20,335.00 to reimburse your client for funds it has paid to the University of Kansas). Payment will be made in the form of either a money order or cashier's check. I will expect the District to provide Mr. Rippee a letter of release immediately upon receipt of the instrument. Please do not tell me that you did not have explicit authority to obligate your client to the terms set forth in your July 29th letter. That would only add unnecessary and hopefully avoidable collateral issues.

Dennis

On Aug 5, 2011, at 7:12 PM, Deryl Wynn wrote:

> Mr. Stanchik,

>

> Yes, he is to be at work on Monday My client advises that Mr. Rippee should return to USD #500 in accordance with the terms and conditions of his current teaching contract and will not be released. If he will not return, he is to pay, in full, his liquidated damages and other outstanding debt, post haste. Should he still have a desire to leave, he will have an appropriate opportunity to do so, without damages, at the end of the school year. I am further advised that the school district is challenged to find a replacement given the late notice. Finally, regarding the threatened legal action, my client advises that we will defend with vigor. Deryl

>  
> On Aug 5, 2011, at 4:10 PM, "Dennis Stanchik" <stanchiklaw@att.net> wrote:  
>  
>> Deryl,  
>>  
>> Still no word from you client, I assume. At a minimum I need to know whether the District expects Matthew to be at work on Monday morning. Please advise.  
>>  
>> Dennis

From: Edwin Hudson  
To: dwynn@mvplaw.com, Kirkegaard, Barbara  
CC: Lane, Cindy  
Date: 8/6/2011 10:29 PM  
Subject: Re: usd/rippee matter

\*\* For Your Eyes Only \*\*

Deryl, we always regret the loss of good teachers, this one is no exception; however, as stated throughout this process, we will release Mr. Rippee once all of his liquidated damages and all other debts are reconciled (checked cleared). Mr. Rippee can expedient the process with an irrevocable cashier check with the amount in full.

Deryl, there was another email on your message (suwestf@gw.kckps.org), who might that be? I removed that unidentified email address on my reply.

Edwin

-----Original Message-----

From: "Deryl Wynn" <dwynn@mvplaw.com>  
To: Kirkegaard, Barbara <BAKIRKE@kckps.org>  
Cc: Lane, Cindy <CILANE@kckps.org>  
To: Hudson, Edwin <EDHUDSO@kckps.org>  
Cc: <suwestf@gw.kckps.org>

Sent: 8/6/2011 10:11:51 PM  
Subject: FW: usd/rippee matter

PLEASE NOTE: ACCORDING TO THE REMARKS OF HIS ATTORNEY (ATTACHED BELOW), MONDAY MORNING, MR. RIPPEE WILL PAY THE FULL LIQUIDATED DAMAGES AMOUNT AND DEMANDS THAT THE DISTRICT PREPARE THE NECESSARY RELEASE.

From: Dennis Stanchik [mailto:stanchiklaw@att.net]  
Sent: Sat 8/6/2011 12:02 PM  
To: Deryl Wynn  
Subject: Re: usd/rippee matter

Deryl,

Please review your letter dated July 29, 2011 that was presented to me after I had tendered the two checks on Mr. Rippee's behalf. The letter is an unequivocal demand. It expresses no conditions that could be construed as an offer of settlement. The letter contained no expiration date and did not express other conditions. It clearly indicates that the District will release Mr. Rippee upon payment of the liquidated damages amount established in the master agreement and payment in full of any amounts owed pursuant to the teachers' assistance program. Please advise your client that on Monday morning, August 8th, Mr. Rippee will be tendering \$21,335.00 (\$1,000.00 in payment of liquidated damages and \$20,335.00 to reimburse your client for funds it has paid to the University of Kansas). Payment will be made in the form of either a money order or cashier's check. I will expect the District to provide Mr. Rippee a letter of release immediately upon receipt of the instrument. Please do not tell me that you did not have explicit authority to obligate your client to the terms set forth in your July 29th letter. That would only add unnecessary and hopefully avoidable collateral issues.

Dennis  
On Aug 5, 2011, at 7:12 PM, Deryl Wynn wrote:

> Mr. Stanchik,

>

> Yes, he is to be at work on Monday My client advises that Mr. Rippee should return to USD #500 in accordance with the terms and conditions of his current teaching contract and will not be released. If he will not return, he is to pay, in full, his liquidated damages and other outstanding debt, post haste. Should he still have a desire to leave, he will have an appropriate opportunity to do so, without damages, at the end of the school year. I am further advised that the school district is challenged to find a replacement given the late notice. Finally, regarding the threatened legal action, my client advises that we will defend with vigor.

Deryl

>

> On Aug 5, 2011, at 4:10 PM, "Dennis Stanchik" <stanchiklaw@att.net> wrote:

>

>> Deryl,

>>

>> Still no word from you client, I assume. At a minimum I need to know whether the District expects Matthew to be at work on Monday morning. Please advise.

>>

>> Dennis



Dennis J. Stanchik, P.A.

August 8, 2011

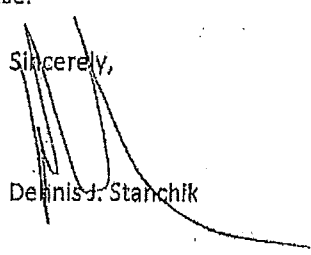
Mr. Deryl Winn  
McAnany, Van Cleave & Phillips, P.A.  
10 East Cambridge  
Circle Drive, Ste 300  
Kansas City, KS 66117

Re: Matter of Matthew Rippee and USD #500

Dear Mr. Winn:

Thank you for your email this morning. Please clarify to whom you would like the cashier's check delivered. I will instruct Mr. Rippee to release the check to whoever is in possession of the full release letter from an employee of the District authorized to issue such a letter. In addition, Mr. Rippee will need your client's copy of his teaching license.

Sincerely,

  
Dennis J. Stanchik

DJS:rjj

18700 W. 115th Terr.  
Olathe, KS 66061

913.599.3990  
913.599.6680 Fax  
stanchiklaw@comcast.net

USD500 002712

**From:** Edwin Hudson  
**To:** Barbara Kirkegaard  
**CC:** Nalon Johnson  
**Date:** 8/8/2011 9:23 AM  
**Subject:** Fwd: FW: Rippee/USD  
**Attachments:** Matthew Rippee doc 21180.pdf; Edwin Hudson.vcf

**\*\* For Your Eyes Only \*\***

Barbara, please have Mr. Rippee's checks available, and depending upon his new payment, we should have a release and licence ready. I will be in meetings here shortly. Thanks Edwin

Edwin K. Hudson  
Chief of Human Resources  
Kansas City Kansas Public Schools  
(913) 279-2296  
[edhudso@kckps.org](mailto:edhudso@kckps.org)

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>>> "Deryl Wynn" <[dwynn@mvplaw.com](mailto:dwynn@mvplaw.com)> 8/8/2011 9:01 AM >>>

Edwin,

I have instructed that Mr. Rippee's check is to be delivered to Edwin Hudson. The check is to be exchanged for Mr. Rippee's license and release. Furthermore, Mr. Rippee's attorney advises that "Mr. Rippee's two previous checks dropped off . . . last week in the amounts of \$1,000.00 and \$12,000.00 will be returned to Mr. Rippee when he drops off the cashier's check for the full sum of \$21,335.00. If the checks are not at the District office for Mr. Rippee to pick up this morning, please take whatever steps necessary to ensure that they are not negotiated."

If these terms can not be met, please advise. Deryl

Deryl Wynn  
McAnany, Van Cleave & Phillips, P.A.  
10 E. Cambridge Circle Drive, Suite 300  
Kansas City, KS 66103  
Direct: 913-573-3327  
Main: 913-371-3838  
Fax: 913-371-4722  
[dwynn@mvplaw.com](mailto:dwynn@mvplaw.com)

<http://www.mvplaw.com>

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-----Original Message-----

From: Dennis Stanchik [<mailto:stanchiklaw@att.net>]  
Sent: Monday, August 08, 2011 8:42 AM  
To: Deryl Wynn



Cc: Karen Brokesh; Juanita R. Hill  
Subject: RE: Rippee/USD

Please see attached letter.

-----Original Message-----

From: Deryl Wynn [mailto:[dwynn@mvplaw.com](mailto:dwynn@mvplaw.com)]  
Sent: Monday, August 08, 2011 8:19 AM  
To: Dennis Stanchik  
Cc: Karen Brokesh; Juanita R. Hill  
Subject: RE: Rippee/USD

I forwarded your comments to my client this weekend. They will be expecting the payment. Deryl

Deryl Wynn  
McAnany, Van Cleave & Phillips, P.A.  
10 E. Cambridge Circle Drive, Suite 300  
Kansas City, KS 66103  
Direct: 913-573-3327  
Main: 913-371-3838  
Fax: 913-371-4722  
[dwynn@mvplaw.com](mailto:dwynn@mvplaw.com)

<http://www.mvplaw.com>

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-----Original Message-----

From: Dennis Stanchik [mailto:[stanchiklaw@att.net](mailto:stanchiklaw@att.net)]  
Sent: Saturday, August 06, 2011 12:07 PM  
To: Deryl Wynn  
Subject: Rippee/USD

Please review your letter dated July 29, 2011 that was presented to me after I had tendered the two checks on Mr. Rippee's behalf. The letter is an unequivocal demand. It expresses no conditions that could be construed as an offer of settlement. The letter contained no expiration date and did not express other conditions. It clearly indicates that the District will release Mr. Rippee upon payment of the liquidated damages amount established in the master agreement and payment in full of any amounts owed pursuant to the teachers' assistance program. Please advise your client that on Monday morning, August 8th, Mr. Rippee will be tendering \$21,335.00 (\$1,000.00 in payment of liquidated damages and \$20,335.00 to reimburse your client for funds it has paid to the University of Kansas). Payment will be made in the form of either a money order or cashier's check. I will expect the District to provide Mr. Rippee a letter of release immediately upon receipt of the instrument. Please do not tell me that you did not have explicit authority to obligate your client to the terms set forth in your July 29th letter. That would only add unnecessary and hopefully avoidable collateral issues.

Dennis

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No virus found in this message.  
Checked by AVG - [www.avg.com](http://www.avg.com)  
Version: 10.0.1391 / Virus Database: 1520/3820 - Release Date: 08/07/11

## Barbara Kirkegaard - Liquidated Damages

**From:** Nalon Johnson  
**To:** Kirkegaard, Barbara; Samples, Sherry  
**Date:** 8/10/2011 11:07 AM  
**Subject:** Liquidated Damages  
**Attachments:** Liquidated Damages.xlsx

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Good Morning,

Edwin asked me to put together a spreadsheet with the names of the certified employees that resigned late. I have put together the spreadsheet but just need a little more information to complete it. Please let me know if the attached information is correct according to your records. There was some information that I did not know. Once you give me the information I will fill in the blanks. Thank you for your help. :-)

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