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October 23, 2018

VIA E-MAIL

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Attorney Brian Pezza
Lewis Rice LLC
600 Washington Avenue, Suite 2500
St. Louis, MO 63101

Re: Tenant Resource Center and Brenda Konkel

Dear Attorney Pezza:

I understand that you represent the Tenant Resource Center ("TRC") in relation to the employment of its Executive Director, Brenda Konkel. I have been engaged to represent Ms. Konkel in this matter.

Ms. Konkel has been asked to resign or be fired. I have the proposed Mutual Agreement of Separation, Waiver and Release provided to Ms. Konkel late Friday, October 19, which I assume you prepared. She has been asked to accept or reject this proposal by 9:00 a.m. today, Tuesday, October 23.

At the outset, you should know that Ms. Konkel is not an at-will employee, and thus that recital in TRC's proposal is wrong. Rather, the TRC provides in its policies for "just cause" protection from discipline, including discharge. Those policies also encourage progressive discipline. Ms. Konkel has been the TRC's Executive Director since 1995; over 23 years. She has never been disciplined, and while she acknowledges that everyone can improve and learn, there is no just cause for any discipline, particularly termination.

The proposal that Ms. Konkel resign or be fired comes as a surprise. In February, the Board took an employee satisfaction survey, and the results were good. While Ms. Konkel was asked to obtain additional management training (the organization has grown rapidly in the last few years) and provide the growing staff with more frequent feedback and guidance, these requests were not presented to her as connected with any deficiencies in performance. She has followed through on these requests, and indeed the reason first given to her for the resignation proposal was staff turnover, not any deficiencies in her performance.

In light of the just cause protections attached to Ms. Konkel's employment, as well as what would be best for the organization, we write to propose an alternative to the Board's. Specifically, we propose that the parties take the next two weeks to define an agreed-upon set of expectations that Ms. Konkel and the Board will meet over the following six months. With respect to Ms. Konkel, these expectations would include performance expectations and measurables, organizational/Board support to be provided in furtherance of these expectations, regular meetings to review status on these expectations, and clearly defined lines of communication and authority (with respect to staff, Board, Ms. Konkel). With respect to the Board, these expectations would include membership filling the vacant Board positions and then a Board member orientation and retreat, in which Ms. Konkel would take an active participant role as TRC's Executive Director. At the orientation and retreat, Board members would (among other things) learn about TRC history, current contract requirements and current budget, assess the organization's needs, and engage in strategic planning and goal setting for the next few years. At the end of six months, the parties will assess Ms. Konkel's continued employment.

If at the end of the six-month period Ms. Konkel has not met the Board's reasonable expectations, it will pay her a severance of five months' salary and benefits, provide an agreed upon letter of reference, and pay out her accrued and unused vacation (currently approximately 44 days). In exchange, Ms. Konkel will be available during the five-month period following separation for up to 3 hours/week of transition assistance, and she will release TRC and its Board members from all claims. If at the end of the six-month period the parties wish Ms. Konkel to remain with TRC, the parties will enter into a one-year renewable contract of employment, terminable by TRC only for just cause (to be more narrowly defined than current TRC policy) or with a severance package like that described above.

Please discuss this proposal with your client and respond to me at your earliest convenience.

Sincerely,

PINES BACH LLP



Tamara B. Packard

TBP:hmm

cc: B. Konkel (*via e-mail only*)