

SEPARATION AGREEMENT

This Separation Agreement (hereinafter the "Agreement") is entered into by and between the Emmett Independent School District No. 221 (hereinafter "District") and Superintendent Wayne Rush (hereinafter "Superintendent Rush"), a professional certificated administrative employee of the District, collectively referred to herein as the "Parties."

WHEREAS, Superintendent Rush is currently employed as the Superintendent of the District, pursuant to a Standard Superintendent Contract ("Contract") with the District to serve in this capacity, with such Contract to end June 30, 2020; and

WHEREAS, Superintendent Rush has submitted a non-revocable letter of resignation to the District's Board of Trustees (hereinafter "Board"), at the request of the Board, with an effective date of June 30, 2019 (a copy of the Resignation Letter is attached hereto at Exhibit A); and

WHEREAS, the Board has received the Resignation Letter and at a duly noticed open meeting has voted to accept Superintendent Rush's resignation, effective June 30, 2019;

THEREFORE, for and in full consideration of the mutual promises and covenants expressed herein, the parties agree as follows:

1. Superintendent Rush is granted a full release from his Contract and position as Superintendent with the District, effective June 30, 2019. As of June 30, 2019 Superintendent Rush's obligations to the District under his current Contract, will be deemed fully satisfied.
2. Superintendent Rush shall continue to perform all functions in his capacity as Superintendent, to the best of his ability, until June 30, 2019 or such other earlier date as determined by the Board. Should Superintendent Rush desire to leave his duties prior to June 30, 2019, a formal request may be advanced to the Board. Such request will be given fair and reasonable consideration by the Board.
 - a. The Board pre-approves Superintendent Rush's use of his accumulated personal and vacation leave days prior to June 30, 2019.
3. Superintendent Rush acknowledges and agrees that all rights he has under his current Contract, including but not limited to his rights to wages and benefits, will cease as of June 30, 2019, except as specifically stated herein:
 - a. On June ~~30~~²⁸, 2019 Superintendent Rush shall receive a payment in the amount of \$6,983.40, representing the cash value of fifteen (15) days of accrued and unused vacation days, as per paragraph five (5) of the Standard Superintendent's Contract. Appropriate withholdings shall be made by the District, including District PERSI obligations.

b. Starting on July 26, 2019 and continuing on each payday thereafter through December 31, 2019, Mr. Rush shall receive compensation and benefits as if he remained on the payroll of the Emmett Independent School District No. 221, with a wage payment in the amount of \$9,699.17 each month, reduced by any deductions, for taxes, benefits, and PERSI. Such monthly status shall include continuation of insurance benefits during such time frame.

i. Superintendent Rush shall be paid the sums addressed in paragraph 3.b, stated herein, regardless of employment status, unless Superintendent Rush becomes re-employed in a PERSI qualifying job. If such re-employment occurs during the period of time stated in paragraph 3.b, all benefits from the District shall cease. Superintendent Rush will continue to receive a payment of \$9,699.17 each month similar to a contractor's status, not as an employee, until ~~June 30, 2020~~. If Superintendent Rush does not become re-employed in a PERSI qualifying job, compensation and benefits, as detailed in paragraph 3.b shall continue.

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c. At any time from January 1, 2020 through June 30, 2020 should Superintendent Rush obtain new employment, in a PERSI qualifying job, adjustment shall be made to any monthly District payment made to Superintendent Rush to offset compensation for such new position. The District shall pay Superintendent Rush one half of the compensation in his contract at an amount of \$4,849.58 per month. Should Mr. Rush's new position provide for benefits, all benefits from the District shall cease. If Superintendent Rush does not become re-employed during this timeframe, compensation and benefits, as detailed in paragraph 3.b shall continue.

d. The District will make appropriate tax and PERSI withholdings and corresponding payments from any sums set and paid, as if Mr. Rush was an employee of the District and as required by law.

e. Should Superintendent Rush Superintendent Rush becomes re-employed in a PERSI qualifying job as outlined in paragraph 3.b.i, all taxes and PERSI withholdings will cease. The district will report payments as required by law.

f. Should Superintendent Rush become re-employed in a PERSI qualifying job from July 1, 2019 through June 30, 2020, Mr. Rush shall provide the District with notice of his re-employment status.

4. Upon the Board's acceptance of Superintendent Rush's Resignation Letter, the Parties shall issue a Joint Announcement of Superintendent Rush's resignation and upcoming departure (Exhibit B).

5. Superintendent Rush does not object to the District posting the Superintendent position as "open", immediately upon acceptance of Superintendent Rush's Resignation Letter.

- a. Immediately subsequent to the acceptance of Superintendent Rush's Resignation Letter, the District will commence activities necessary to fill the open Superintendent's position.
 - b. Superintendent Rush does not object to the District's actions in immediately initiating its search for his replacement.
 - c. Superintendent Rush recognizes that the process for the District's obtaining a new superintendent is solely vested with the Board of Trustees and that Superintendent Rush will have no role in such process.
6. Until such time as the Joint Announcement, Superintendent Rush will refrain from seeking letters of recommendation from the school's staff.
 - a. Thereafter, should Superintendent Rush desire to obtain such a letter of recommendation from staff personnel or former members of the District's Board of Trustees, the District shall have no involvement in the request and the decision of whether or not to honor such request will be at the sole discretion of the individual to whom Superintendent Rush makes such a request. The Board will not interfere with any such request of Superintendent Rush or any individual who wishes to provide such letter of recommendation.
7. With the exception of any claims which any of the Parties hereto may bring against the other seeking enforcement of this Agreement, or charging a breach of this Agreement, the Parties to this Agreement knowingly, intentionally and voluntarily release and waive one another as well as all administrative employees, board members, representatives or successors, in official and personal capacities, from any and all right, obligation, duties, claims, causes of action by whatever name, nature, description or title including but not limited to claims grounded in statute, contract, common law or constitutions, sums of money, covenants, suits, demands, contracts, liabilities, damages, indebtedness, and losses of whatever kind or nature, known or unknown, in law or in equity, which they have had in the past or may now have, or may in the future have, against one another, by reason of any act, omission, breach, matter, event, contract or cause or thing whatsoever, occurring or arising at any time prior to the date on which this Agreement is executed, and from all claims and issues which were asserted or which could have been asserted, arising or relating to the employer/employee relationship between the Parties.
 - a. However, any and all claims brought by a third person relating to allegations of inappropriate conduct by Superintendent Rush, vis-à-vis students, while he was employed by the District, Superintendent Rush's and the District's rights (or lack thereof) to indemnification, contribution, and/or defense shall be governed by the Idaho Tort Claims Act, including but not limited to Section 6-903, Idaho Code, as well as any applicable policies of insurance.

8. Superintendent Rush shall enter into documentation indicating his consent and approval of a waiver of the District's obligation to conduct a performance evaluation for Superintendent Rush for the 2018-2019 school year. No such evaluation has yet been finalized by the District's Board at this time and no such evaluation will be finalized.
9. Superintendent Rush shall return all copies of any and all student educational records that he may have in his possession on or before his final day of performance of his functions in his capacity as Superintendent, as delineated in paragraph 2. Such shall be returned to the District's Business Office. Likewise, any other District property that Superintendent Rush has in his possession, including all District-related passwords, shall be returned on or before June 30, 2019. To the extent practicable, the District's personnel will work to assist Superintendent Rush with his retrieval of his personal property at the District.

Superintendent Rush acknowledges that he has freely and willingly entered into this Agreement and that he has had adequate time, opportunity and resources to consult with legal counsel of his choosing regarding any and all aspects of this Agreement.

Superintendent Rush attests that he is competent and has the legal capacity to enter into this Agreement, and has done so out of his own volition, under no duress or undue influence. Superintendent Rush attests that he has the full power and authority to enter into and execute this Agreement.

Superintendent Rush further attests that in arriving at the decision to enter into this Agreement, he relied only upon those promises and representations set forth herein.

This Agreement is the result of a compromise and shall not, at any time or for any purpose, be considered an admission of liability, fault, wrongdoing or responsibility on the part of any Party and, as such, does not trigger any duty on the part of the District to notify any governing agency, including but not limited to any professional licensing, certificating or credentialing organization, of the facts, circumstances or reasons for Superintendent Rush's resignation. It is recognized and understood by the parties that should the Board be in receipt of a request from any certification or credentialing organization to cooperate with any investigation and/or discover any matter for which the District has a mandatory reporting obligation, the District will comply with any such request or engaged in any necessary reporting.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, representatives, agents, successors, employees and assigns.

No presumptions shall exist in favor of or against either Party to this Agreement as a result of the drafting and preparation of this Agreement. This Agreement does not violate any federal, state or local statute, ordinance, regulation or common law known, but if any provision or portion thereof is determined to be unenforceable or void for any reason, such circumstance shall not affect the enforceability of the remaining provisions of this Agreement.


This Agreement shall be interpreted and enforced according to the laws of the State of Idaho.

The provisions of this Agreement contain the entire agreement of the Parties with respect to the subject matter hereof and no prior or contemporaneous agreement or representation, written or oral, shall have the effect of altering the terms. No amendment to this Agreement shall be effective unless reduced to writing and signed by the Parties. The validity, interpretation, performance, and enforcement of this Agreement shall be governed by and subject to the laws of the State of Idaho.

This Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same identical counterpart, with the same effect as if all parties had signed the same document. All identical counterparts shall be construed as and shall constitute one and the same Agreement. A facsimile of the signature page evidencing the signature of Party to this Agreement shall constitute an original signature.

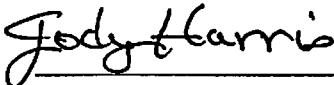
IN WITNESS WHEREOF, the parties hereto have executed this Separation Agreement:

DATED: 6-5-2019



Wayne Bush

DATED: 6-5-2019



Jody Harris
Chairman, Emmett School District No. 221;
on behalf of the Board of Trustees

ATTACHMENT A

Board of Trustees
Emmett Independent School District No 221

At this time, I tender my resignation as the Superintendent of Schools of the Emmett School District No. 221, effective at the close of business on June 30, 2019.

I wish to thank the District and its employees for my opportunities and experiences with the District. I wish the District and its employees well in all future endeavors.

Upon signature and delivery, this Letter of Resignation is irrevocable.

A handwritten signature in black ink, appearing to read "Wayne Rush". The signature is written in a cursive, flowing style.

Wayne Rush
Superintendent of Schools

ATTACHMENT B

At this time the Board of Trustees of Emmett School District No. 221 and Superintendent of Schools Wayne Rush are announcing that at the request of the Board Mr. Rush has submitted his Letter of Resignation from the District, effective June 30, 2019. Mr. Rush's Letter of Resignation letter was accepted by the Board of Trustees during its meeting on _____.

The Board wishes to thank Superintendent Rush for his dedicated years of service to the District.

The District will immediately post the position of Superintendent as open and will actively seek out the best qualified person, seeking to make student achievement a top priority, to lead the District into the future.