

SEPARATION AGREEMENT

This Separation Agreement (hereinafter the "Agreement") is entered into by and between the Buhl School District No. 412 (hereinafter "District") and Ron Anthony (hereinafter "Anthony"), a professional certificated administrative employee of the District, collectively referred to herein as the "Parties."

WHEREAS, Anthony is currently employed as the pursuant to a Standard Superintendent's Contract ("Contract") with the District through June 30, 2022.

WHEREAS, Superintendent Anthony has submitted a non-revocable letter of resignation to the District's Board of Trustees (hereinafter "Board") with an effective date of June 30, 2020 (a copy of the Resignation Letter is attached hereto at Exhibit A); and

WHEREAS, the Board having received the Resignation Letter and at a duly noticed open meeting has voted to accept Superintendent Anthony's resignation, effective June 30, 2020;

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

1. Superintendent Anthony is granted a full release from his contract and position as Superintendent with the District, effective June 30, 2020. As of June 30, 2020 Superintendent Anthony's obligations to the District under his current Contract, will be deemed fully satisfied.
 - a. Superintendent Anthony does agree that during the period of July 1, 2020 through June 30, 2021, should the District's new Superintendent seek input and assistance from him regarding the operation of the District, whether simply a supply of historical information and/or special project for the District, Mr. Anthony will comply with such request to the best of his ability.
2. Superintendent Anthony shall continue to perform all functions in his capacity as Superintendent, to the best of his ability, until June 30, 2020 or such other earlier date as agreed to by the Board.
 - a. The Board pre-approves Superintendent Anthony's use of his accumulated personal and vacation leave days prior to June 30, 2020.
3. Superintendent Anthony 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, 2020, except as specifically stated herein:

- a. During the term of the 2020-2021 school year, from July 1, 2020 through June 30, 2021, Superintendent Anthony shall continue to receive his monthly payroll checks as if he remained the Superintendent of the District during the 2020-2021 school year, pursuant to the salary as addressed in the Standard Superintendent Contract signed in January of 2020.
 - b. During the term of the 2020-2021 school year, from July 1, 2020 through June 30, 2021, Superintendent Anthony's benefits shall include that which he would have earned as if he remained the Superintendent of the District during the 2020-2021 school year.
 - i. Superintendent Anthony shall receive a monthly contribution of \$750.00 to be applied to PERSI Choice.
 - ii. If not otherwise insured, the District will pay for the medical, dental and vision insurance costs of Superintendent Anthony's spouse.
 - c. As of July 1, 2021, any payroll and benefits payments to Superintendent Anthony shall cease unless otherwise outlined herein:
 - i. For the 2021-2022 School year, the District shall provide medical, dental and vision benefits for Superintendent Anthony and his spouse, unless otherwise insured, through COBRA.
 - ii. The District shall provide four (4) months of PERSI payments for Mr. Anthony for the months of July, August, September and October of 2021.
 - d. The District will make appropriate tax withholdings from any sums set and paid, as required by law.
4. Upon the Board's acceptance of Superintendent Anthony's Resignation Letter, the Parties shall issue a Joint Announcement of Superintendent Anthony's resignation and upcoming departure (Exhibit B).
 5. Superintendent Anthony does not object to the District posting the Superintendent position as "open", immediately upon acceptance of Superintendent Anthony's Resignation Letter.
 - a. Immediately subsequent to the acceptance of Superintendent Anthony's Resignation Letter, the District will commence activities necessary to fill the open Superintendent's position.
 - b. Superintendent Anthony does not object to the District's actions in immediately initiating its search for his replacement who will

commence duties as Superintendent on July 1, 2020 or other date as determined by the Board.

- i. Should the Board select a date prior to July 1, 2020, Superintendent Anthony has no objection to working in transition with the newly selected Superintendent.
 - c. Superintendent Anthony recognizes that the process for the District's obtaining a new superintendent is solely vested with the Board of Trustees and that Superintendent Anthony will have no role in such process.
6. Each of the Parties and their elected officers, agents, spouses and attorneys, or any of them, will refrain from publishing any derogatory, disparaging or negative statement with respect to each other or with respect to their employment relationship or with respect to the performance of Superintendent Anthony's duties and responsibilities, or performance by the members of the Board of Trustees of their duties, during the term of the employment relationship. Without in any way limiting the forgoing, such covenant shall specifically apply to all requests by other third persons, seeking employment evaluations or references with respect to the Superintendent.
7. Upon request, Superintendent Anthony may request a letter of recommendation from any member of the school's staff or Board.
 - a. Should Superintendent Anthony desire to obtain such a letter of recommendation from staff personnel, 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 Anthony makes such a request.
 - b. Any reference requests to the Board with regard to Superintendent Anthony shall be directed to Trustee Scott Tverdy, Chairman of the Board of Trustees.
8. The District's Board has completed its obligation to evaluate Superintendent Anthony for the 2019-2020 school year. Superintendent Anthony's last evaluation documentation contained in his personnel file shall be the Board's annual evaluation of Superintendent Anthony for the 2019-2020 school year as already existing in his file.
9. 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 Anthony, vis-à-vis students, while he was employed by the District, Superintendent Anthony'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.

10. Superintendent Anthony shall return all copies of any and all student educational records and District Documents that he may have in his possession on or before June 30, 2020. Such shall be returned to the District's Business Office. Likewise, any other District property that Superintendent Anthony has in his possession shall be returned on or before June 30, 2020. To the extent practicable, the District's personnel will work to assist Superintendent Anthony with his retrieval of his personal property at the District.

11. Compliance with Older Workers Benefit Protection Act. Superintendent Anthony, being forty (40) years of age or older, is advised of and acknowledges the following:

a. Twenty-one (21) Day Consideration Period. Superintendent Anthony shall have up to twenty-one (21) days to consider and accept the terms of this Agreement by fully executing below and returning it to the District. During this twenty-one (21) day period and before signing this Agreement, Superintendent Anthony is encouraged to consult with an attorney regarding the terms and provisions of this Agreement, at his own expense. The terms and provisions of this Agreement are null and void if not accepted by Superintendent Anthony within the twenty-one (21) day period. Superintendent Anthony may sign the Agreement prior to the conclusion of the twenty-one (21) day period.

- i. Superintendent Anthony understands and acknowledges that any modification, material or otherwise, to this Agreement does not restart or affect in any manner the original twenty-one (21) calendar day consideration period.
- b. Release of Age Discrimination in Employment Claims. By signing this Agreement, Superintendent Anthony waives any claims he has or might have against the District under the Age Discrimination in Employment Act ("ADEA") that accrued prior to the date of Superintendent Anthony's execution of the Agreement.
- c. Revocation Period. Superintendent Anthony shall have seven (7) calendar days from the date he signs this Agreement to revoke the Agreement by notifying the District, in writing, prior to the expiration of the seven (7) calendar day period. The written revocation must be delivered to the District and must be postmarked within seven (7) calendar days of Superintendent Anthony's execution of this Agreement. This Agreement shall not become effective or enforceable until the revocation period has expired. If the last day of the revocation period is a Saturday, Sunday or legal holiday, then the revocation period shall not expire until the next following day that is not a Saturday, Sunday or legal holiday.

Superintendent Anthony 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 Anthony 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 Anthony attests that he has the full power and authority to enter into and execute this Agreement.

Superintendent Anthony 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, certifying or credentialing organization, of the facts, circumstances or reasons for Superintendent Anthony's resignation.

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: 3-13-2020


Ron Anthony

DATED: 3-19-2020



Scott Tverdy
Chairman, Buhl School District No. 412;
on behalf of the Board of Trustees

ATTACHMENT A

**Board of Trustees
Buhl School District**

At this time, I tender my resignation as the Superintendent of Schools effective at the close of business on June 30, 2020.

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.

**Ron Anthony
Superintendent of Schools**

ATTACHMENT B

At this time the Board of Trustees of Buhl School District No. 412 and Superintendent of Schools Ron Anthony are announcing that Mr. Anthony has decided to submit his Letter of Resignation from the District, effective June 30, 2020. Mr. Anthony's Letter of Resignation letter was accepted by the Board of Trustees during its meeting on _____.

The Board wishes to thank Superintendent Anthony 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 to lead the District into the future.