

SEPARATION AGREEMENT

This Separation Agreement ("Agreement") is entered into by and between Marsh Valley School District No. 21 ("District") and Marvin Hansen, the Superintendent of the District ("Hansen").

RECITALS

WHEREAS, Hansen is currently under contract to the District; and

WHEREAS, the Board of Trustees ("Board") District has provided notice to Hansen of its intent to terminate Hansen's contract prior to the expiration of the contract; and

WHEREAS, the District and Hansen wish to resolve and settle all claims, disputes and causes of action which the District has or may have against Hansen arising out of Hansen's employment with the District and termination therefrom; and

WHEREAS, the District and Hansen wish to resolve and settle all claims, disputes and causes of action which Hansen has or may have against the District arising out of Hansen's employment with the District and termination therefrom.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Consideration.

1.1 As part of the full execution of this Agreement, Hansen will sign and submit a letter of resignation, and the Board will accept the letter of resignation, which shall be effective as of June 30, 2020.

1.2 Hansen hereby knowingly, intentionally, and voluntarily waives any and all rights, both procedural and substantive, he may have to any due process hearing as provided by Idaho Code §33-513 before the Board or any other proceedings provided by federal or state law, or District policy, on any matter related to his employment, whether or not it has been identified at this time.

1.3 The District will continue to pay Hansen his regular salary and benefits through June 30, 2020 in accordance with Hansen's existing Superintendent Contract.

1.4 Hansen agrees to forego any remaining salary and benefits that may be due on his existing Superintendent Contract.

1.5 The parties agree to enter into a separate agreement whereby Hansen will be employed by the District on a limited, interim superintendent contract basis from July 1, 2020 until such time as the District hires a new, permanent superintendent. Hansen will be paid his current salary and benefits while acting in the capacity of interim superintendent. Any such employment agreement will be approved in accordance with applicable District policy and Idaho law, including but not limited to the Idaho Open Meetings Act, Title 74, Chapter 2, Idaho Code. At such time as a new superintendent is hired, Hansen will be reassigned to an administrative assistant position, which the parties acknowledge and agree shall not be subject to a separate agreement. At such time as Hansen is reassigned to an administrative assistant position, his salary will be reduced to \$5,500 per month plus benefits. The parties agree that Hansen's employment with the District will terminate on June 30, 2021, unless the parties agree otherwise in writing.

1.6 Hansen will be provided with twenty-one (21) calendar days to consider this Agreement and decide whether to accept by signing the Agreement (the "Consideration Period"). This means that Hansen can wait until at least the end of the Consideration Period to sign the Agreement and be entitled to receive the subject benefits and arrangements, provided he meets all other applicable terms and conditions. Hansen may accept such benefits and arrangements by signing and returning the Agreement before the expiration of the Consideration Period. However, if Hansen chooses to sign the Agreement before the expiration of the Consideration Period, he acknowledges that he will do so voluntarily; he also understands that he will waive the remainder of the 21-day Consideration Period if he signs and returns the Agreement before the end of the Consideration Period.

1.7 After Hansen has signed and returned the Agreement, he will have seven (7) calendar days to revoke both his acceptance of the subject benefits and arrangements and the Agreement. By revoking the Agreement, Hansen understands that he will be exercising his right to change his mind. If Hansen revokes the Agreement, however, he understands that he will not be eligible to receive any payments and other promises referenced in this Agreement and other subject benefits and arrangements. Unless he revokes it, this Agreement will be effective on the 8th day after Hansen has signed it and only then will he be entitled to receive the payments and promises offered in this Agreement.

1.8 The District will not challenge or appeal any determination relating to any claim Hansen might make for unemployment insurance benefits.

1.9 In the event the District receives any inquiry concerning Hansen's employment with the District, it will limit its response to Hansen's period of

employment, years of service, placement and attendance, and salary history, unless a signed release for additional information is received, or the District is otherwise required by law to provide additional information.

1.10 This Agreement shall become part of Hansen's personnel file, but shall not be viewed as documentation related to Hansen's job performance or job related conduct, as defined in Idaho Code §33-1210. However, the parties acknowledge and agree that all documents previously placed in Hansen's personnel file, and those placed in his file upon separation, all in accordance with District policy and/or Idaho Code §§33-518 and 33-1210, shall remain in Hansen's personnel file.

1.11 This Agreement may be viewed as a public record, pursuant to Idaho Code §74-106(1).

1.12 Pursuant to Idaho Code §33-357, the District will document the expenditure of public funds set forth above on its website. Hansen will be identified as the recipient of the above-identified funds.

1.13 The parties understand and agree that this Agreement does not waive the District's mandatory reporting requirements as set forth in Idaho Code §33-1208A.

1.14 The parties to this Agreement will each pay their own attorney fees and costs related to any legal services provided relative to this Agreement.

2. Release.

2.1 Hansen, for himself and his successors and assigns, forever releases and discharges any and all costs, claims, suits, contracts, promises, controversies, demands, damages, losses, liabilities, actions, and causes of action of every and whatever kind, name, or nature, known or unknown, either in law or in equity, on account of, arising out of, resulting from, or in any manner connected with his employment with the District including, but not limited to, any claim or cause of action under Idaho Code §§67-5901 *et seq.*; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§2000(e) *et seq.*, as amended by the Civil Rights Act of 1991; the Americans with Disabilities Act, 42 U.S.C. §§121010 *et seq.*, as amended by the Americans with Disabilities Act Amendments Act of 2008; the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, 29 U.S.C. §§621 *et seq.*; the Idaho Personnel System Act, Idaho Code §§67-5301 *et seq.*; the Idaho Protection of Public Employees Act, Idaho Code §6-2101 *et seq.*; and state law regarding claims for wrongful discharge or breach of employment contract.

2.2 Hansen's release of claims as set forth herein expressly extends and inures to the benefit of the District's trustees, agents, employees, representatives, attorneys,

parents, affiliates, predecessors, successors, transferees, assigns and related entities thereof.

2.3 In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §626 *et seq.*, Hansen is advised that he may wish to consult with an attorney prior to execution of the Agreement.

3. **Voluntary Agreement.**

3.1 The parties acknowledge that they have entered into this Agreement voluntarily, and have not been coerced or threatened into signing this Agreement. The parties further acknowledge that except for the consideration and performance described in this Agreement, they have not been promised anything in exchange for signing this Agreement. Further, this Agreement is not made or entered into in reliance on any statement or representation of the opposing party, except those expressly set forth in this Agreement.

3.2 The parties acknowledge that they have read this Agreement and fully understand and voluntarily accept its terms. The parties represent that there exists no physical or mental condition known to them, which would preclude them from executing this Agreement.

3.3 This Agreement shall not constitute an admission by either party concerning the merits of claims against or differences between them.

4. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the parties hereto. The terms of this Agreement shall not be modified unless agreed to in writing and signed by the parties hereto. The parties do not agree to perform any act not herein expressly and specifically mentioned, and acknowledge that the above consideration is in full and final settlement of all matters mentioned herein.

5. **Miscellaneous.**

5.1 ***Binding Effect.*** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors and permitted assigns.

5.2 ***Severability.*** The provisions of this Agreement are severable, and if any part of it is found to be unenforceable, the remaining paragraphs shall remain fully valid and enforceable.

5.3 ***Headings Not Controlling.*** The paragraph headings included herein are for reference only and are not part of this Agreement. The headings shall not control or alter the meaning of this Agreement as set forth in the text.

5.4 **Equal Participation in Drafting.** The parties have equally participated in the drafting of this Agreement. No ambiguity shall be construed against any party based upon a claim that the party drafted the ambiguous language.

5.5 **Compromise.** This Agreement is made as part of a compromise by the parties with each other and shall not be construed as an admission of liability by any party; the same being hereby denied.

5.6 **Full Understanding; Independent Legal Counsel.** The parties each acknowledge, represent and agree that they have read this Agreement; that they have been fully advised by their legal counsel with respect to the meaning and effect of the Agreement; and that this Agreement is executed by the parties knowingly, willfully, and with an understanding of the terms; and that no additional promises, inducements, or agreements not stated in this Agreement have been made.

5.7 **Governing Law.** This Agreement shall be interpreted and enforced in accordance with the laws of the State of Idaho without reference to any conflict of laws provisions.

5.8 **Effective Date.** This Agreement shall be effective in accordance with section 1.7 herein.

MARSH VALLEY SCHOOL DISTRICT NO. 21

By: Kevin F. Fennesbeck
Kevin Fennesbeck, Chairman
Board of Trustees

Date: 7/13/2020

EMPLOYEE

By: Marvin Hansen
Marvin Hansen

Date: 6-6-20