

SEPARATION AGREEMENT

This Separation and Mutual Release Agreement ("Agreement") is entered into by and between the Lakeland Joint School District No. 272 (hereinafter "District") and Rusty Taylor (hereinafter "Administrator"), a professional certificated employee and former Superintendent of the District, (collectively referred to herein as the "Parties.")

WHEREAS Administrator is currently employed pursuant to a two (2) year standard Idaho Administrator's Contract ("Contract") with the District to serve as Superintendent with the District through end of the 2026-2027 school year; and

WHEREAS the District Board of Trustees desires to buy out the remainder of Administrator's Contract and effective March 23, 2026, relieve him of all duties and functions as the District's Superintendent; and

WHEREAS Administrator acknowledges and accepts the Board's decision pending terms of the buy-out Agreement which are set forth below; and

WHEREFORE, in full consideration of the mutual promises and covenants expressed herein, the Parties agree as follows:

1. Administrator has relinquished all duties owed to the District effective March 23, 2026. Thereafter, Administrator will neither be expected nor required to perform any duties for the District for the remainder of the 2025-2026 school year, or thereafter, except to effectuate the exchange of personal and school property, including but not limited to all District keys.

2. In return for Administrator's resignation, the District agrees to pay all salary owed under his Contract from July 1, 2026, through June 30, 2027, which represents the total salary and benefits he would have received had the District not terminated his duties, in the total amount set forth below, to be paid in a lump sum, which lump sum includes the following:

- a. Gross Salary due: \$156,000.00;
- b. Health Insurance Single Coverage Premium Cost for 2026-2027: \$11,018.00
- c. FICA (employee portion): \$10,355.12
- d. FICA (employer portion): \$10,355.12
- e. Federal Tax (employee portion): \$28,818.32
- f. Medicare (employee portion): \$2,421.76
- g. Medicare (employer portion): \$2,421.76
- h. State Tax (employee portion): \$7,262.00

LUMP SUM AMOUNT DUE: \$118,160.80.

3. The District agrees to **not** pursue any employment action against Administrator and will forgo any further employment process relating to concerns arising from or related to Administrator's performance of his job duties for the District; and Administrator agrees to **not** pursue any actions or claims against the District in any way arising out of or pertaining to his Employment with the District:

- The District will take no action pursuant to either Idaho Code 33-512, 33-513, 33-514, 33-515, 33-515A or Idaho Code 33-513(5), or any other applicable statute or contractual term.
- Administrator hereby knowingly, intentionally and voluntarily waives any and all rights, claims or actions with regard to any other applicable statute, contractual term, or constitutional provision in any way arising from or related to his employment with the District.
- District hereby knowingly, intentionally and voluntarily waives any and all rights, claims or actions it has or may have against Administrator in any way arising from or related to his employment.

4. Administrator will have the opportunity to review his personnel file documentation that will be transferred to any requesting Idaho Public School District pursuant to Section 33-1210, Idaho Code. The personnel file will include a copy of this Agreement.

With the exception of the copy of this Agreement, the District represents and warrants that no information has been placed in Administrator's personnel file since March 23, 2026 and that the District will not place any new or additional information in Administrator's personnel file related to or stemming from Administrator's employment with the District as covered by this Agreement.

The District hereby formally retracts both the letter of reprimand, dated May 20, 2026, and the letter of termination, dated May 28, 2026, sent to Administrator on or about May 28, 2026, and warrants that these documents have not been placed in Administrator's Personnel File.

5. Administrator will make arrangements with the Board Clerk to identify any personal property so that such may be retrieved and returned to him as detailed in Paragraph 1, above, without any disruption to students or District personnel.

6. Administrator agrees to return all District property to the Interim Superintendent that he has in his possession. Administrator agrees to terminate his personal access to any and all district servers and also agrees to indemnify and hold harmless the District for any malfeasance he may have caused.

7. The District will report Administrator's separation date to PERSI as June 30, 2026.

8. 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 hereby knowingly, intentionally and voluntarily waive any and all causes of action that each may have, by whatever name, nature, title or description, including claims grounded in statute, contract, tort, common law or constitutions, against each other, their agents, administrative employees, board members, representatives or successors, in any manner relating

to Administrator's employment with the District or the cessation of his employment with the District.

9. With respect to any and all claims brought by a third person or entity arising from conduct that occurred while Administrator was employed by the District, Administrator's and 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 Idaho Code § 6-903, as well as any applicable insurance policies.

10. Administrator agrees to return all copies of all student or educational records that he may have in his possession or control. Such shall be returned to the Interim Superintendent no later than July 30, 2026.

11. The District will direct all calls and written inquiries to the District from potential employers of Administrator to the Director of Human Resources for attention.

12. Both Parties mutually agree to not defame the other Party.

Administrator 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.

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

Administrator 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 either Party.

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 known federal, state or local statute, ordinance, regulation or common law, but if any provision or portion of this Agreement 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: July 21, 2026



Rusty Taylor
Superintendent,
Lakeland School District No. 272

DATED: August 19, 2026



Michelle Thompson
Board Chair,
Lakeland School District No. 272,
on behalf of the Board of Trustees