

SEPARATION AGREEMENT

Kevin Case (Case) and the Board of Education of Unified School District No. 253, Emporia, Kansas (Board or District), knowingly and voluntarily agree to the terms and conditions set out in this Separation Agreement (Agreement).

WITNESSETH:

WHEREAS, Case is under contract as Superintendent for the District for the 2020-2021 and the 2021-2022 school years;

WHEREAS, Case and the District have determined they both have an interest in facilitating a reasonable separation for Case and the District before the end of his current contract; and

WHEREAS, discussions between Case and the Board, through their respective attorneys, have resulted in the parties reaching agreement on the terms and conditions for Case's separation from the District and resolution of any potential claims between the parties.

NOW THEREFORE, the Board and Case agree to the following:

1. **Resignation.** By his signature on this Agreement, Case voluntarily resigns from his employment with the District, effective immediately, and contingent upon the acceptance of his resignation by the Board.

2. [REDACTED]

3. **Payments.** As consideration for this Agreement and in lieu of the terms of his current Superintendent Contract of Employment:

a. The District shall pay Case all compensation and benefits due through June 30, 2021 of his

current contract on the District's regular pay dates through June 30, 2021;

- b. On or before December 31, 2020, , the District will pay Case for half his accrued vacation and sick leave earned as of June 30, 2021, and by February 2, 2021, the District will pay the remaining half of his accrued vacation and sick leave earned as of June 30, 2021;
- c. On or before June 30, 2021, the District will pay Case the full amount it has contributed to his retirement account; and
- d. On the first pay date after June 30, 2021, the District shall pay Case a lump sum of \$10,000, in lieu of the contractual compensation and benefits due to him for 2021-2022.

4. Allowance. Case will not use the National Convention allowance for 2020-2021, which is provided in his current contract.

5. Insurance. The District will maintain health, dental, and all other insurance coverage for Case under the District's health, dental, and other insurance plans through June 30, 2021. The District will continue to pay the premiums for all of Case's insurance and will continue to use funds deducted from his compensation, as referred to in No. 3a, to pay the premiums for continued insurance coverage for his family through June 30, 2021.

6. Withholding. Withholding on the accrued vacation and sick leave and the lump sum payment will be made according to Case's current W-4, or an updated W-4, which he may submit with his signature on this Agreement.

7. Other Employment. Upon the effective date of this Agreement, Case may seek and accept other employment, including with another school district.

8. Release of claims. In exchange for this Agreement and other valuable consideration:

- a. Case hereby forever knowingly and voluntarily waives and releases the Board and USD 253 from any claims, counts, causes of action, demands, liabilities, promises, obligations, agreements, suits, costs, and rights of every kind or nature, whether known or discovered in the future, relating to, or arising out of his employment with the District; and
- b. The District hereby forever knowingly and voluntarily waives and releases Case from any claims, counts, causes of action, demands, liabilities, promises, obligations, agreements, suits, costs, and rights of every kind or nature, whether known or discovered in the future, relating to, or arising out of his employment with the District.

9. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10. Reference. The District will respond to any inquiries of prospective employers by providing (1) the dates of Case's employment, (2) his job description and duties, (3) his wage history, and (4) information that his employment contract ended with his voluntary resignation at the end of the fall semester of the 2020-2021 school year.

11. Property and Access. Case will, within 48 hours of the execution of this Agreement, provide to the Board President the usernames, passwords, and any other administrative login information required to operate official District email, work-related accounts, and social media accounts under his control (such as, but not necessarily limited to, Facebook, Twitter, and YouTube);

an accounting of Case's current projects in progress; and access to all District-related files and data stored in his office or on any District computer or iPad in his possession, in his email account, or in any other District-provided file storage solution. Within this 48-hour window, Case shall return all other District property still in his possession, including, but not necessarily limited to, his District-issued computer or electronic devices, District credit card, and will remove his personal property from the District office unless other arrangements are made with the Board President. Case will collect his personal files (including digital files) and effects at a mutually agreed time [REDACTED]

[REDACTED] Upon reasonable written request of the Board President or his designee, Case shall provide information necessary to assist the District with this transition and maintain daily operations in his absence.

12. Agreed Statement. The parties agree to the following written statement concerning Case's resignation, which will be the only statement either party will make to any one other than the Board about his resignation:

By mutual agreement between Superintendent Kevin Case and the Board of Education for USD 253, Superintendent Case is resigning from USD 253 effective immediately. Both parties continue to share a vested interest in the District moving forward and keeping the best interest of students, staff, and the community at the forefront.

13. Confidentiality. The parties agree to a mutual Confidentiality clause, to prohibit disclosure of any details concerning Case's employment or his separation beyond the members of the Board, the Board Clerk, and counsel for the Board, except as may be required by the Kansas Open Record Act or as allowed by state law.

14. Non-Disparagement. The parties mutually agree they are prohibited from making any disparaging comment, remark, statement, or posting about each other to District personnel,

employees, or staff, students or parents, District patrons, individual or business members of the community, any news outlet, social media, any person or entity outside the District, or to any potential employer for Case.

15. Parties Bound. This Agreement is binding on the heirs, successors, marital communities, and assigns of the parties.

16. Consideration. The consideration recited herein is real and adequate and is the only consideration for this Agreement.

17. No Admission of Liability. Both parties acknowledge that this Agreement is not and shall not be construed as an admission of liability by either party.

18. Choice of Law and Forum. This Agreement shall be deemed to have been made in the state of Kansas; shall be interpreted and enforced in accordance with the laws of the State of Kansas. Any action seeking interpretation or enforcement of its terms shall be brought in the State of Kansas without regard to where the cause of action arose.

19. Contract. This Agreement contains the entire understanding of the parties regarding its subject matter, is a legal contract, and may not be changed except by written agreement signed by both parties.

20. Savings Clause. If any part or provision in this Agreement is found to be illegal or unenforceable, that provision will be severed from this Agreement and all other provisions shall remain fully binding and legally enforceable.

21. Access to Legal Counsel. Case and the Board each acknowledge they have read the full contents of this Agreement and understand the Agreement constitutes a contract. Both Case and the Board have had the opportunity to consult with legal counsel and enter into this Agreement voluntarily.

IN WITNESS THEREOF, the parties have executed and delivered this Agreement on the
dates set for herein.

Kevin E Case 11/20/2020
Kevin Case Date

[Signature] 11-20-2020
Michael Crouch Date
Board President
For the Board of Education
USD 253, Emporia,
Kansas

[Signature] 11-20-2020
Attest: Clerk, Board of Education Date
Unified School District 253