

ADDENDUM TO EMPLOYMENT SEPARATION AGREEMENT

This Addendum to Employment Separation Agreement (hereinafter “Addendum”) is between Bonneville Joint School District No. 93 (hereinafter “District”) and Charles J. Shackett (hereinafter “Employee”).

WHEREAS, Employee has been employed as the Superintendent of the District pursuant to the terms of that certain State of Idaho Superintendent Contract Form dated July 11, 2018, (hereinafter, “Employment Agreement”); and,

WHEREAS, Employee and District entered into that certain Employment Separate Agreement dated August 8, 2018 which governed the terms and provisions relating to Employee’s retirement and resignation from employment (hereinafter, “Separation Agreement”); and,

WHEREAS, the District has extended to another individual the opportunity to serve the District as Superintendent who the parties agree is capable of assuming such position without the level of transitional assistance they contemplated at the time of the creation of the Separation Agreement and each believe an amendment to the said agreement is mutually beneficial to both parties,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

1. **Resignation and Amendment to Separation Agreement.** Superintendent resigns and the District accepts his resignation of employment and the mutual non-renewal and cancellation of the Employment Agreement effective February 28, 2019 (“Resignation Date”) and agree that his compensated services with the District shall end on that date. Prepaid employee benefits are included in the final compensation calculation as stated in paragraph 3 below. The parties further agree to amend the Separation Agreement as herein provided.
2. **Volunteer Consulting.** Effective March 1, 2019 and continuing until May 31, 2019 Employee shall, acting solely as a volunteer, periodically consult with the District and its employees as requested by the Chairperson of the Board of Trustees on matters relating to the District (hereinafter, “Consultation”). Such Consultation shall be performed as a volunteer and no employee/employer relationship shall exist between the parties in compliance with the State of Idaho PERSI rules. The Employee shall not be required to maintain any specifically scheduled hours of Consultation.
3. **Final Compensation and Separation Payments.** The District shall pay for the benefit of Employee the sum of \$191,657.77 as a “purchase of service” payment toward employee’s PERSI retirement benefits together with a direct payment to Employee in the gross amount of \$77,947.76, less standard withholding as a one time separation payment.

The parties acknowledge that this modified contract payout results in a savings of approximately \$59,000.00 to the District from the previous obligation of the original Separation Agreement.

- 4, **COBRA Medical Coverage and Supplemental Insurance.** The District will notify its medical insurance carrier, other benefits carriers and the Idaho State Department of Education that Employee is no longer an employee of the District and that Employee's final date of payment for contracted compensation is February 28, 2019. Employee shall retain all rights to post-employment group health insurance benefits pursuant to the general COBRA laws, to the extent applicable. The District's insurance carrier shall be responsible for informing Employee of his COBRA rights pursuant to law. Employee shall be responsible for providing a current address where such communication shall be forwarded. If Employee desires to continue any of his benefits coverage (medical/dental/vision), it will be solely and entirely the responsibility of Employee to address all costs and documentation. *This provision does not restrict Employee from utilizing any and all rights he may have under Idaho Code Section 33-1228 with respect to unused sick leave and obtaining insurance through the District's insurance program.*

5. **Effect of Agreement.** This Addendum shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, agents, successors, employees and assigns and shall modify and alter the terms of the Separation Agreement only as specified herein. All other terms and provisions of the Separation Agreement not expressly modified by this Addendum are hereby ratified and reaffirmed and shall remain in full force and effect.

6. **Counterparts.** This Agreement may be signed in one or more counter parts and by electronic or facsimile signature and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Separation Agreement effective of the day and year first above written:

DATED: _____

CHARLES J. SHACKETT

DATED: _____

AMY LANDERS, Vice -Chair
BONNEVILLE JOINT SCHOOL DISTRICT
NO. 93 BOARD OF TRUSTEES