

AGREEMENT

This Separation Agreement, made this 2nd day of June, 2020, between Jimmy Don Rollins (hereinafter referred to as "Rollins") and the Springdale School District No. 50 of Washington County, Arkansas (hereinafter referred to as "the Springdale School District")

WITNESSETH

Whereas Rollins has served the Springdale School District as Superintendent of Schools for thirty-nine (39) years and presently serves as Superintendent of Schools under an Amended and Restated Contract between Rollins and the Springdale School District with the expiration date on such contract being December 31, 2021, and

Whereas Rollins has served the Springdale School District faithfully and honorably for the past thirty-nine (39) years and is widely recognized across this State and the Nation as being a leader in the field of education, and

Whereas, both parties to this Agreement recognize that it is in the best interest of each of them for Rollins to resign his position, and

Whereas the parties desire to memorialize their agreement

Now therefore the parties hereunto agree as follows:

1. **RESIGNATION OF ROLLINS:** The parties agree that Rollins shall resign from his position as Superintendent of Schools of the Springdale School District effective June 30th, 2020.
2. **PRIOR CONTRACTS OF EMPLOYMENT:** The parties agree that, excepting for the provisions of paragraph 7.6 of the Employment Agreement between the parties to this Agreement, such Employment Agreement being dated the 14th day of January, 2020, this Agreement shall supersede all prior contracts of employment between Rollins and the Springdale School District

with all such prior contracts being a nullity with the terms and conditions of such contracts be held for naught. The provisions of paragraph 7.6 of the existing contract of employment shall continue in full force and effect notwithstanding this Agreement.

3. **CONSIDERATION TO ROLLINS:** The parties agree that the monies to which Rollins is entitled consist of the sum of \$180,858.00 representing accumulated and unpaid sick/ personal leave over the term of his employment with the Springdale School District; his annual salary of \$243,000.00 up to and including December 31, 2021; annual deferred compensation in the amount of \$13,500.00; and a longevity bonus in the amount of \$20,000.00.

4. **SCHEDULE OF PAYMENTS:** The parties agree that the sums of money set out in the preceding paragraph of this Agreement shall be paid as follows:

- A. The sum of \$180,858.00 representing the accumulated and unpaid sick/personal leave shall be paid to Rollins on or immediately after June 30, 2020;
- B. The balance of monies owed under the preceding paragraph of this Agreement total \$404,750.00 which shall be paid in equal monthly installment payments commencing on July 15, 2020, and continuing thereafter for sixty (60) consecutive months. The amount of each payment shall be 1/160th of \$404,750.00 before appropriate deductions for federal and state taxes.

In the event of Rollins' death prior to June 30th, 2025, any proceeds remaining owed shall be paid to the estate of Rollins.

5. **INSURANCE PREMIUMS:** The parties agree that the Springdale School District shall make payment of the premium on a certain life insurance policy with Metropolitan Life Insurance Company in the amount of \$20,500.00 in February 2021, and a premium to the American

Fidelity Insurance Company in the amount of \$980.49 also in February 2021. The timing of the annual payment to the insurance companies shall occur within thirty (30) days of receipt by the District of a copy of the notice of the renewal premium.

6. **OBLIGATIONS OF ROLLINS:**

- A. On or before June 30th, 2020, Rollins shall return to the Springdale School District all personal property of the Springdale School District in his possession.
- B. Rollins covenants not to, directly or indirectly, use, disseminate, or disclose to any third person or business entity any information, data, processes, or procedures of the Springdale School District not generally known to the public to which he was made privy as a consequence of his employment with the Springdale School District. This information includes trade secrets, as are defined in the Arkansas Code and records, including without limitations student records or employment records, and information of the Springdale School District which are protected from disclosure under the Arkansas Freedom of Information Act or 20 U.S.C. §1232g, the Family Educational Rights and Privacy Act (FERPA).
- C. The parties to this Agreement acknowledge that Rollins may choose to seek employment elsewhere and, therefore, Rollins agrees not to solicit any employee of the Springdale School District for employment elsewhere for a period of twelve (12) months subsequent to June 30th, 2020.
- D. All parties to this Agreement recognize that, while Rollins has a great deal of

institutional knowledge about the operation of the District, the Superintendent who replaces him should have the benefit of using and applying his own practices and procedures in the operation of the District. Thus, the parties agree that Rollins will make himself reasonably available to consult with the District only if invited to do so by the new superintendent or his/her designee.

7. **NON-DISPARAGEMENT**: The parties to this Agreement acknowledge Rollins' faithful and honorable service to the District and acknowledge that the resignation by Rollins is on amicable terms. Thus, neither party shall make, publish, or deliver any disparaging comments about the other subsequent to the resignation of Rollins.

8. **MATERIAL REPRESENTATIONS OF EACH**: Each party to this Agreement represents and covenants to the other that neither party has information of any outstanding claims, demands, threats of litigation, suits, administrative charges, or any other claim to adverse action against either party as a consequence of misconduct of either party prior to the date of this Agreement. The parties acknowledge that the representations made by each are material to the other party.

9. **MUTUAL RELEASE**: Recognizing that neither party has claims to be asserted against the other, other than the claims which might arise under this Agreement, nevertheless each party releases and fully discharges the other party from any claims against either party arising from the employment relationship between Springdale School District and Rollins. The parties intend for this mutual release to be interpreted broadly and to include claims that are known (of which there are none) or unknown.

Rollins specifically releases any claims against Springdale School District arising under the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act, and the Arkansas Civil Rights Act of 1993.

This release includes a covenant by each party not to sue the other regarding any claim excepting only for any action alleging the breach of this Agreement.

10. **ACKNOWLEDGMENTS**: Each party to this Agreement acknowledge that they have consulted with an attorney prior to the execution of this Agreement. Further, Rollins acknowledges that he has been granted a period of twenty-one (21) days in which to consider this Agreement prior to the date of his signature. Rollins further acknowledges and understands that, under applicable law, he has a period of seven (7) days following the date of this signature within which he may revoke this Agreement, thus this Agreement will not become effective or enforceable until the seven (7) day revocation period has expired. However, under applicable law, the Springdale School District has no corresponding right of revocation.

11. **ENTIRE AGREEMENT**: Except as provided herein, this Agreement constitutes the entire agreement between the parties and may not be amended or modified except in a writing executed by both parties.

12. **GOVERNING LAW**: This Agreement shall be construed and in accordance with the laws of the State of Arkansas.

13. **BINDING EFFECT**: This Agreement shall be binding upon each parties' heirs, administrators, personal representatives, successors, and assigns.

IN WITNESS WHEREOF I have set my hand and seal this 2nd day of June, 2020.

Jimmy Don Rollins
JIMMY DON ROLLINS

Michelle Cook
SPRINGDALE SCHOOL DISTRICT NO. 50
OF WASHINGTON COUNTY,
ARKANSAS, by Michelle Cook, President,
Board of Education

ATTEST:

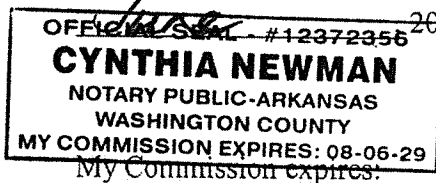
Nick Emerson
NICK EMERSON, Secretary, Board of
Education, Springdale School District
No. 50 of Washington County, Arkansas

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF WASHINGTON)

On this the 2nd day of June, 2020, before me, a Notary Public,
personally appeared **JIMMY DON ROLLINS**, known to me (or satisfactorily proven) to be the
person whose name is subscribed to the foregoing instrument and acknowledged that he had
executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and seal on this the 2nd day of June, 2020.



Cynthia Newman
NOTARY PUBLIC

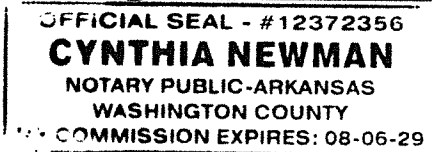
8-6-29

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF WASHINGTON)

On this the 2nd day of June, 2020, before me, a Notary Public, personally appeared **MICHELLE COOK**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that she had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and seal on this the 2nd day of June, 2020.



My Commission expires:

8-6-29

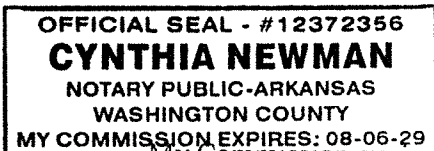
Cynthia Newman
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)ss.
COUNTY OF WASHINGTON)

On this the 3rd day of June, 2020, before me, a Notary Public, personally appeared **NICK EMERSON**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument and acknowledged that he had executed the same for the purposes therein set forth.

In witness whereof I hereunto set my hand and seal on this the 3rd day of June, 2020.



My Commission expires:

8-6-29

Cynthia Newman
NOTARY PUBLIC