

AGREEMENT

1. Parties. This Agreement is entered into between the Evergreen School District ("School District") and John Steach ("Superintendent") on this 26th day of February 2019.

2. Purpose. The parties believe it is in their respective best interests that all employment matters as between Superintendent and the School District be resolved to the mutual satisfaction of each other and that this Agreement be binding on both parties.

3. Resignation, Compensation and Future Employment. Upon execution of this Agreement and as set forth in Exhibit A, Superintendent shall submit his irrevocable resignation of his current employment position, effective March 5, 2019. Benefits shall continue until April 30, 2019. Within thirty days of March 5, 2019, the School District agrees to make a lump sum payment of \$301,812.17, which is the equivalent of twelve months' salary, including the amount of Superintendent's remaining vacation balance and tax-sheltered annuity contribution based on Superintendent's 2018-19 contract. The District shall report the full salary and compensation to DRS as required by law.

4. Release. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. section 621, et seq., Superintendent shall have twenty-one (21) days from the receipt of this document within which to consider whether to sign this Agreement and accept the consideration contained in the above paragraphs in exchange for signing this Agreement. Superintendent shall have seven (7) days following his signing of this Agreement in which to revoke this Agreement. This Agreement shall not become effective or enforceable until the seven (7) day period following Superintendent's signing of this Agreement. In order to revoke this Agreement and to validly rescind his acceptance of this Agreement, Superintendent must provide written notice to Interim Superintendent Mike Merlino prior to midnight on the seventh day after Superintendent signs the Agreement. Such notice shall be sent via first class mail to:

Mr. Michael Merlino
Interim Superintendent
Evergreen School District
13501 NE 28th Street
Vancouver, WA 98668

Except as provided in the last paragraph of this paragraph, Superintendent hereby releases, remises, acquits, and forever discharges Evergreen School District, including all of its officers, directors, Superintendents, administrators, agents, attorneys, accountants, insurers, representatives, successors, and assigns, from any and all past, present, and future claims, demands, liabilities, actions, suits, grievances, damages, loss and expenses, known or unknown, fixed or contingent, of any nature or concern whatsoever, which arose, occurred or accrued prior to the effective date of this Agreement, including, but not limited to, any and all claims or grievances arising under the Age Discrimination in Employment Act, 29 U.S.C. section 621, et seq.; the Revised Code of Washington, other state and federal laws, the Equal Pay Act of 1963, 29 U.S.C. section 201-206; Fair Labor Standards Act, 29 U.S.C. section 201, et seq.; Rehabilitation Act of 1973 and amendments, 29 U.S.C. section 701, et seq.; Civil Rights Act of 1964 (Title VII), 42 U.S.C. section 2000(e) to 2000(e-17); Title IX of the Education Amendments of 1972, 20 U.S.C. section 1681, 1682; Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000D, et seq.; Americans

with Disabilities Act, 42 U.S.C. Section 1201, *et seq.*; Washington Minimum Wage and Hours Act, Chapter 49.46 RCW; Washington Law Against Discrimination, Chapter 49.60 RCW; Washington Human Rights Commission Regulations, Title 162 WAC; Washington Wage and Hours Act, Chapters 49.48; individual Superintendent contracts between the District and Superintendent; and 49.52 RCW, the Local Government Whistleblower Protection Act, RCW Chapter 42.41. The provisions of this section do not apply to any claims arising under this Agreement.

Despite any language in the previous paragraph of this Section, Superintendent retains his right to bring a claim under the Age Discrimination in Employment Act, alleging only that this Agreement was not knowingly and voluntarily signed. This Agreement in no way affects the right of the EEOC to bring a claim on his behalf.

5. Complete and Exclusive Agreement. This Agreement constitutes the complete and exclusive agreement between Superintendent and the District. There are no separate oral understandings, promises or representations. This Agreement constitutes the entire agreement between the parties, supersedes any prior obligations, negotiations or discussions between them, may be modified only by written amendment signed by the parties, and shall be effective upon execution by authorized representatives of all parties.

6. Reinstatement: Superintendent hereby waives any right or claim of reinstatement to any employment with the District after his resignation and agrees to make no claim or application for any such employment in the future.

7. Compliance with Laws: Notwithstanding any other provision in this Agreement, both parties understand that the District is required to and shall comply with all public records laws, all reporting laws, and any other laws regulating public school districts.

8. Execution: This Agreement shall be deemed to have been executed and delivered within the State of Washington. The rights and obligations of the parties shall be construed and enforced in accordance with and governed by the laws of the State of Washington. It is agreed and understood that each party will execute any documents necessary to effectuate the terms set forth in this Agreement.

9. Knowing and Voluntary Assent: Superintendent represents that he has thoroughly discussed all aspects of this Agreement and Release with a representative or attorney, that he understands all of its provisions, and that he knowingly and voluntarily assents to its terms. This Agreement and Release is executed by Superintendent without any representation by the District or any other person or entity. Superintendent further expressly confirms that he signs as his own free and voluntary act and not as a result of coercion with the full intent of forever releasing the District or any other person or entity described above from all claims, including claims arising out of and relating to the employment relationship between Superintendent and the District and the separation thereof, which arose, occurred or accrued prior to the effective date of this Agreement.

10. Waiver of Breach: No waiver of any breach of any term or provision of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be

binding unless it is in writing and signed by the party waiving the breach.

11. Attorney's Fees: In the event of litigation in connection with or concerning the subject matter of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party in connection therewith, including reasonable attorney's fees, both at trial and upon appeal.

12. Non-Disparagement: Superintendent agrees not to make or imply disparaging remarks, directly or indirectly, about the District, its officers, directors, employees, and agents. The School District likewise agrees that its current Interim Superintendent, current Chief Human Resource Officer, and current School Board members shall not make disparaging remarks, directly or indirectly, about Employee. Both parties acknowledge and agree that nothing in this Agreement shall preclude either party or their agents and employees from making any statements about the other if compelled or otherwise required by law or District policy or procedure.

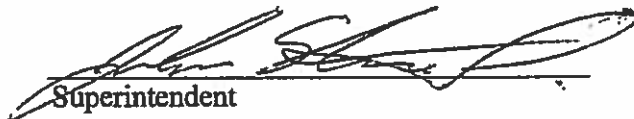
13. Construction and Enforceability of Agreement. All parties have had an equal opportunity to participate in the drafting of this Agreement. No alleged ambiguity shall be construed against any party based upon a claim that that party drafted the ambiguous language. Should any portion of this agreement and release be held to be unenforceable, the remaining portion(s) or paragraphs of it shall not be affected.

EVERGREEN SCHOOL DISTRICT

DR. JOHN STEACH



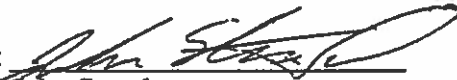
Mr. Michael Merlino, Interim Superintendent
and Board Secretary



Superintendent

EXHIBIT A

I, John Steach, hereby submit my irrevocable resignation from employment with the Evergreen School District, effective March 5, 2019.

Signed: 
John Steach

Date: Feb 26th 2019