

AGREEMENT

1. Parties. This Agreement is entered into between the Evergreen School District ("School District") and Caroline Garrett ("Employee") on this 20 day of December 2019.

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

3. Resignation. Upon execution of this Agreement, Employee shall submit her irrevocable resignation effective April 2, 2020. Also upon execution of this Agreement, Employee shall begin a leave of absence, during which she shall exhaust all her accrued paid leave (sick, personal and vacation). Within 30 days of April 2, 2020, the District shall pay Employee a lump sum amount equal to her current compensation through June 30, 2020, less normal and regular payroll deductions. District shall further pay Employee a lump sum amount within 30 days of April 2, 2020 equal to the amount of employer premiums the Employee will be required to pay in order to obtain health care benefits through COBRA until June 30, 2020.

4. Release. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. section 621, et seq., Employee 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. Employee shall have seven (7) days following her 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 Employee's signing of this Agreement. In order to revoke this Agreement and to validly rescind her acceptance of this Agreement, Employee must provide written notice to Superintendent Mike Merlino prior to midnight on the seventh day after Employee signs the Agreement. Such notice shall be sent via first class mail to:

Evergreen School District
Mike Merlino
Superintendent
13501 NE 28th Street
Vancouver, WA 98668

Employee agrees and understands as follows:

- A. Employee has carefully read this entire Agreement, including the provisions related to release of claims, and understands such provisions;
- B. Employee does not waive any rights or claims that arise after the date of execution of this Agreement;
- C. Employee waives her claims, including claims under ADEA, in exchange for valuable consideration;

D. School District has advised Employee to consult an attorney prior to executing this agreement and Employee has had the opportunity to consult with an attorney prior to executing this Agreement;

Except as provided in the last paragraph of this section, Employee hereby releases, remises, acquits, and forever discharges School District, including all of its officers, directors, employees, 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, the association agreement between the District and the Evergreen Administrator Association; individual employee contracts between the District and Employee; 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, Employee retains her 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 her behalf. Notwithstanding the foregoing, the Employee agrees to waive her right to recover monetary damages in any charge, complaint or lawsuit filed by her or by anyone else on her behalf.

5. Complete and Exclusive Agreement. This agreement constitutes the complete and exclusive agreement between Employee 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: Employee hereby waives any right or claim of reinstatement to any employment with the District after her resignation and agrees to make no claim or application for any such employment in the future.

7. Public Records: Nothing in this Agreement shall be interpreted or intended to preclude the District from complying with any public records laws or other applicable laws (including Chapter 42.56 RCW).

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.

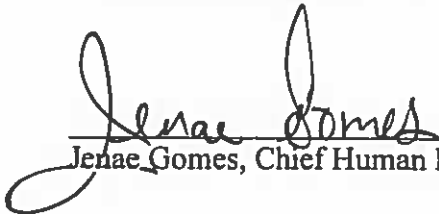
9. Knowing and Voluntary Assent: Employee represents that she has thoroughly discussed all aspects of this Agreement and Release with a representative or attorney, that she understands all of its provisions, and that she knowingly and voluntarily assents to its terms. This Agreement and Release is executed by Employee without any representation by the District or any other person or entity. Employee further expressly confirms that she signs as her 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 Employee 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. 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

CAROLINE GARRETT



Jenae Gomes, Chief Human Resource Officer



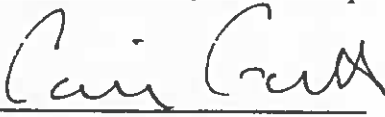
Employee

Date 12-20-19

Date 12/20/19

EXHIBIT A

I, Caroline Garrett, hereby submit my irrevocable resignation from employment with the Evergreen School District, effective April 2, 2020.

Signed: 
Caroline Garrett

Date: 12/20/19