

SEPARATION AND RELEASE AGREEMENT

THIS SETTLEMENT AGREEMENT, RELEASE OF ALL CLAIMS AND SEPARATION AGREEMENT (hereinafter "Agreement") is entered into by and between JASON THOMPSON (Employee) and MARYSVILLE SCHOOL DISTRICT (District). The Effective Date shall be upon the expiration of the Revocation Period set forth below in Paragraph 9.

1. The Parties. Employee is currently employed by the District as the Superintendent. The parties agree to amicably end that employment relationship with this Agreement in exchange for mutual consideration set forth below. This Agreement shall not be construed as an admission by the District or Employee of any wrongdoing.

2. Resignation, Administrative Leave, Final Date of Employment, Other Employment, and Monetary Terms. By his signature below to this Agreement, Employee resigns his employment with the District with his resignation taking effect at the close of business on June 30, 2022. The period of employment from the Effective Date of the Agreement through the close of business on June 30, 2022, shall be called the "employment period."

- a) Immediately upon expiration of the Revocation Period below, Employee will also submit a letter of resignation to the Board effective at close of business June 30, 2022.
- b) The parties will confer and agree on a joint statement regarding Employee's resignation.
- c) Employee may apply for, but will not begin, employment with another school district through June 30, 2022.
- d) Employee will remain on administrative leave during the employment period, using his own sick or vacation leave. At the expiration of this employment period, he will be paid any remaining sick and/or vacation leave according to applicable law.
- e) Employee will receive monthly gross wages of \$21,629.85 per month during the employment period. This amount encompasses his total compensation, including but not limited to, base pay, annuity and DCP stipends, a mileage stipend, EXTEN days. In addition, he will receive full medical, dental, and vision benefits. The District agrees to make all required employer contributions.
- f) Employee will not be eligible for rehire with the District, and Employee agrees that he will not seek any future employment with the District.

- g) Each party to this Agreement agrees to bear the cost of each party's own attorney fees and costs.
- h) After the Older Workers' Benefits Protection Act timelines set forth in paragraph 9 below have expired, Employee's resignation shall be irrevocable. Once the timelines set forth in paragraph 9 below have expired, the District's Board of Education can take formal Board Action to accept Employee's resignation, even though the effective date of that resignation would be in the future.

3. District's Interim-Superintendent Appointment.

- a) The District intends to appoint an Interim Superintendent and conduct a search for a permanent Superintendent. Employee will not hold himself out and/or represent to others that he is conducting business on behalf of the District in any capacity.

4. Employee's Release of All Claims.

a) **"Released Parties"** In consideration of the District's payment set forth above, Employee does hereby release and fully discharge the District and its past or present school board Directors, administrators, agents and employees, and insurers, (collectively "Released Parties") from any and all Released Claims.

b) **"Released Claims:"** include all manner of demands, liabilities, obligations, damages, punitive damages, attorneys' fees, causes of action, suits, or claims, whether known or unknown, asserted or unasserted, whether suspected or unsuspected, which Employee, his heirs, executors, administrators, legatees, representatives, successors, transferees, and assigns may have against any of the Released Parties herein. "Released Claims" includes without limitation claims for monetary or equitable relief; wage claims; claims for negligence, gross negligence, punitive damages, breach of express or implied contract, tort, assault, battery, invasion of privacy, loss of service or consortium, intentional or negligent infliction of emotional distress, outrage, slander, libel, violation of the Washington Public Records Act; violation of state, federal and/or local law prohibiting retaliation and/or discrimination on the basis of race, color, national origin, ancestry, religion, sex, age, disability, sexual orientation, and/or any other protected category, status or activity, including without limitation claims under, as amended, the federal Age Discrimination In Employment Act of 1967, the federal Americans With Disabilities Act, the federal Family and Medical Leave Act, the federal Equal Pay Act of 1963, the federal Occupational Health and Safety Act of 1970, the federal Fair Labor Standards Act, the federal Consolidated Omnibus Reconciliation Act of 1986, the federal Employment Retirement Income Security Act of 1974 (except for vested benefits, if any), the Washington Law Against Discrimination, the Washington Minimum Wage Act, the Washington Family Leave Act, federal Title VII of the Civil Rights Act of 1964, and any claim under any other federal, state and/or local civil rights and/or employment statutes, orders, regulations and/or ordinances.

“Released Claims” also includes any and all future damages or losses not presently known to the parties to this Agreement, but which may later be discovered, which Employee, his heirs, executors, administrators, legatees, representatives, successors, transferees, and assigns can, shall or may have.

5. District’s Release of All Claims: In consideration of the terms set forth above, the District does hereby release and fully discharge Employee from any and all known and/or unknown claims the District may have against the Employee.

6. Age Discrimination in Employment Act (ADEA) Waiver. Employee acknowledges that Employee is knowingly and voluntarily waiving and releasing any claims or rights Employee may have under the federal Age Discrimination in Employment Act of 1967 (ADEA). However, Employee is not waiving Employee’s rights required under Section 626(f) of the ADEA, as amended, for a knowing and voluntary waiver.

7. Medicare. Employee certifies that at the time of the execution of this Settlement Agreement, and at the time of the alleged employment dispute, Employee was not receiving Medicare benefits or proceeds, and that Medicare has not made any conditional payments arising from or related to injuries stemming from the facts at issue in the employment dispute. This certification is supported by an executed Medicare compliance form, attached as Attachment A, which the District may reasonably rely on in not reporting this settlement within the meaning of Section 111 of the Medicare Medicaid SCHIPS Extension Act of 2007 (42 U.S.C. § 1395y(b)(8)).

8. Workers Compensation. Employee declares that he is unaware of any physical, mental, or emotional condition for which he might make a claim for workers compensation benefits.

9. Older Workers’ Benefits Protection Act Provisions (29 U.S.C. § 626(f)(1)(A)-(H)). In accordance with the Requirements of the Older Workers’ Benefits Protection Act, Employee expressly acknowledges the following:

- a) Employee is hereby advised to consult with an attorney prior to accepting this Agreement.
- b) Employee understands that he has twenty-one (21) days from the time in which he is first presented with this Agreement to consider whether to accept it. He also understands that, while it is his right to decide to accept, enter into, and execute the Agreement before the end of that twenty-one (21) day period, that he is under no obligation to do so. He also understands that by returning the signed Agreement prior to the end of the review period, he has voluntarily waived the remainder of that twenty-one (21) day period.

- c) Employee also understands that for a period of seven (7) days following the acceptance of and execution of this Agreement, he may revoke the Agreement in writing. Any revocation must be in writing and received by Mr. Duncan K. Fobes, Patterson Buchanan Fobes & Leitch, Inc., P.S., 1000 Second Avenue, Floor 30, Seattle, Washington, 98104, before the revocation period expires. **Employee further understands that if he does not revoke the Agreement in writing within the seven (7) day period, this Agreement will be enforceable seven (7) days after the date of acceptance.**

10. Non-Disparagement. The parties agree to refrain from directly or indirectly making any defamatory, false, misleading, and/or disparaging remarks about each other.

11. Reference Checks. Employee will refer all requests for references to the District's Human Resources Department. Other than the statutorily required RCW 28A.400.301 checks, in response to reference checks the Human Resources Department will provide only Employee's dates of employment, positions held, and rate of pay.

12. School Board Approval Required. This Agreement is subject to the approval of the Marysville School District Board of Directors.

12. Cooperation. The parties will cooperate in preparing any documents to carry out the intent of this Agreement.

14. Reliance. Employee represents and acknowledges that in executing this Agreement, he does not rely and has not relied upon any representation or statement not set forth herein made by the District or by any of the District's agents, representatives, or attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

15. Merger, Governing Law, Venue, Counterparts, Captions, Paragraph Headings, Construction, and Severability.

a. **Merger.** This Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not mere recitals. This Agreement is the final and complete **Agreement** between the Parties and any prior or contemporaneous agreements between the parties concerning this matter are superseded by this Agreement.

b. **Governing Law, Arbitration, and Attorney Fees for Disputes.** This Agreement and any and all matters arising hereunder shall be governed by and construed under and in accordance with the laws of the State of Washington. The parties agree that any and all future disputes relating to this agreement or the circumstances that give rise to this Agreement will be arbitrated by Margo Keller. The parties to this Agreement further agree that any future arbitration will be scheduled for a mutually

agreeable date, place, and time. Each party shall bear its own attorney fees and costs for all costs associated with, and including, the arbitration.

- c. **Counterparts, Captions, and Paragraph Headings.** This Agreement may be executed in multiple counterparts and all such counterparts shall collectively constitute this one Agreement. Captions and paragraph headings used in this Agreement are for convenience only, are not terms or conditions of this Agreement, and shall not be used in construing this Agreement.
- d. **Construction.** The terms, conditions and other provisions of this Agreement have been negotiated between the parties. The construction and interpretation of any clause or provision of this Agreement shall be construed without regard to the identity of the party who prepared the Agreement, or any provision thereof. No presumption shall arise as a result of this Agreement, or any provision thereof, having been prepared by one party or the other.
- e. **Severability.** In the event that any provision of this Agreement is held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

16. Voluntary Signature and Binding Effect. It is understood and agreed that this Agreement has been executed knowingly and voluntarily and that Plaintiff has had full opportunity to consult with her legal counsel before signing this Agreement. This Agreement is or will be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, legatees, representatives, successors, transferees, and assigns.

The signature of the District representative below verifies that all necessary action has been taken to obtain approval of this Agreement from the Marysville School District Board of Education and that the person signing the Agreement on behalf of the District is fully authorized to do so.

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PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN OR UNKNOWN CLAIMS.



Jason Thompson, Employee
Signed: September 20, 2021.

Marysville School District

By: 

Its: Vanessa Edwards, Board President
Marysville School District

Signed: September 22, 2021.

Attachment

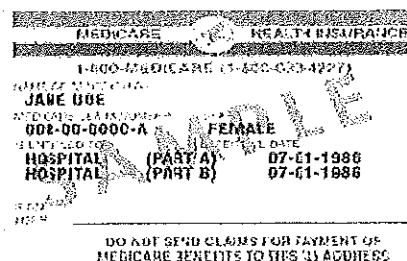
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The Centers for Medicare & Medicaid Services (CMS) is the federal agency that oversees the Medicare program. Many Medicare beneficiaries have other insurance in addition to their Medicare benefits. Sometimes, Medicare is supposed to pay after the other insurance. However, if certain other insurance delays payment, Medicare may make a "conditional payment" so as not to inconvenience the beneficiary, and recover after the other insurance pays.

Section 111 of the Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA), a new federal law that became effective January 1, 2009, requires that liability insurers (including self-insurers), no-fault insurers, and workers' compensation plans report specific information about Medicare beneficiaries who have other insurance coverage. This reporting is to assist CMS and other insurance plans to properly coordinate payment of benefits among plans so that your claims are paid promptly and correctly.

We are asking you to answer the questions below so that we may comply with this law.

Please review this picture of the Medicare card to determine if you have, or have ever had, a similar Medicare card.



Section I

Are you presently, or have you ever been, enrolled in Medicare Part A or Part B?												<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No					
If yes, please complete the following. If no, proceed to Section II.																			
Full Name: (Please print the name exactly as it appears on your SSN or Medicare card if available.)																			
Medicare Claim Number:										Date of Birth (Mo/Day/Year)									
**Social Security Number: (If Medicare Claim Number is Unavailable)										-		-		Sex		<input type="checkbox"/> Female		<input type="checkbox"/> Male	

**Note: If you are uncomfortable with providing your full Social Security Number (SSN), you have the option to provide the last 5 digits of your SSN in the section above.

Section II

I understand that the information requested is to assist the requesting insurance arrangement to accurately coordinate benefits with Medicare and to meet its mandatory reporting obligations under Medicare law.

JASON THOMPSON
Claimant Name (Please Print)

_____ Claim Number

JASON THOMPSON
Name of Person Completing This Form If Claimant is Unable (Please Print)

[Signature]
Signature of Person Completing This Form

9-20-2021
Date

If you have completed Sections I and II above, stop here. If you are refusing to provide the information requested in Sections I and II, proceed to Section III.

Section III

Claimant Name (Please Print)

Claim Number

For the reason(s) listed below, I have not provided the information requested. I understand that if I am a Medicare beneficiary and I do not provide the requested information, I may be violating obligations as a beneficiary to assist Medicare in coordinating benefits to pay my claims correctly and promptly.

Reason(s) for Refusal to Provide Requested Information:

Signature of Person Completing This Form

Date

