

## SETTLEMENT AGREEMENT

between

### TACOMA SCHOOL DISTRICT AND KEN WILSON

THIS SETTLEMENT AGREEMENT (the "Agreement") by and between the Tacoma School District (the "District" or "Employer") and employee, Ken Wilson ("Employee" or "Wilson") (collectively, the "Parties"). The Parties enter into this Agreement in settlement of all claims and disputes (as set forth in more detail below).

1. Payment. The District agrees to pay Wilson **two hundred, fifty thousand dollars** (\$250,000) as follows: one hundred thousand dollars (\$100,000) will be made payable to Wilson as wages from which all lawful deductions will be made; the remaining one hundred, fifty thousand dollars (\$150,000) will be made payable to Mary Ruth Mann in trust for Wilson as a lump sum payable for illness and emotional distress, as well as attorney fees, within fourteen (14) calendar days of Wilson's execution of this Agreement.

2. Employment Dates. Wilson will be reinstated and designated as on leave without pay or benefits from May 2016 through June 30, 2017. The retroactive submission of his resignation effective July 1, 2017, will be accepted by the District.

3. Letter to be Signed by the District. Upon execution of this Agreement the District will provide a letter signed by Lisa Nolan consistent with the letter attached as Exhibit A to the Parties' Memorandum of Material Terms from July 24, 2017.

4. Personnel File. Upon execution of this Agreement the District will provide Wilson a copy of his personnel file, and the Parties will meet to discuss any document included in the file that appears to contain information that is contrary to the voluntary resignation effective July 1, 2017, and will further discuss the appropriateness of moving that document to the litigation file of the District's General Counsel.

5. Release. Wilson releases, covenants not to sue, and forever discharges the District and the Additional Released Parties, as defined below, from all Released Claims, as defined below, that relate to or arise from Wilson's previous employment with and/or by the District, any compensation therefor, and/or the cessation of that employment:

a. "Released Claims" means any and all claims, demands, causes of action, actions, rights, liabilities, damages, whether punitive or otherwise, and/or attorneys' fees and costs whatsoever at law or in equity or otherwise, direct or indirect,

known or unknown, asserted or unasserted, that Employee now owns or holds and/or has at any time heretofore owned or held against Employer and/or the Additional Released Parties, in any capacity, that (i) are or may be based upon any fact, act, omission, cause or matter of any kind occurring or existing at any time on or before the date of this Agreement, (ii) relate to and/or arise from in any way, directly or indirectly, Employee's employment with and/or by Employer, any compensation therefor, and/or the cessation of that employment; and/or (iii) relate to and/or arise from in any way, directly or indirectly, Employer, the Additional Released Parties, and/or any of Employer's current and/or Employees, agents, officers, representatives, heirs and assigns.

b. Without limiting the generality of the foregoing, "Released Claims" include without limitation claims for: monetary or equitable relief; wage claims; negligence; 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 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 Washington's Little Norris-LaGuardia Act (RCW 49.32), the Washington Prohibited Employment Practices Law (RCW 49.44), the Washington Minimum Wage Act (RCW 49.46), Washington's statutes related to wages (including RCW 49.48 and RCW 49.52), the Washington Law Against Discrimination (RCW 49.60), Washington's Family Leave Law (RCW 49.78), the Civil Rights Act of 1964 (including Title VII of that Act), the Equal Pay Act of 1963, the Age Discrimination in Employment Act of 1967 (ADEA), the Americans with Disabilities Act of 1990 (ADA), the Fair Labor Standards Act of 1938 (FLSA), the Family and Medical Leave Act of 1993 (FMLA), the Employee Retirement Income Security Act of 1974 (ERISA), the National Labor Relations Act (NLRA), the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the federal Equal Pay Act of 1963, the federal Occupational Health and Safety Act of 1970, and any claim under any other federal, state and/or local civil rights and/or employment statutes, orders, regulations and/or ordinances.

c. In addition to all other releases set forth in this Agreement, Wilson agrees to dismiss with prejudice any actions filed with any court, administrative agency, or any grievance or appeal filed in any forum, including but not limited to (i) his appeal pursuant to Chapter 28A.405 RCW pending in Pierce County Superior Court; (ii) his petition for judicial review and other administrative or judicial challenges to the determination of ineligibility for unemployment benefits; and (iii) his complaint filed with the City of Tacoma's Office of Equity and Human Rights. Wilson further agrees not to file any such claims in the future and agrees that all public records requests filed by Wilson, his family, and/or his attorney will be withdrawn in exchange for the consideration above.

d. These releases extend to and inure to the benefit of Employer and the following Additional Released Parties: all of Employer's past and present officers, directors, agents, employees, marital communities, representatives, partners, attorneys, accountants, insurers, employee benefit plans, parents, subsidiaries, affiliates, predecessors, successors, transferees, assigns, and related entities thereof, and all past and present shareholders, officers, directors, agents, employees, marital communities, representatives, attorneys, accountants, insurers, employee benefit plans, parents, subsidiaries, affiliates, predecessors, successors, transferees, assigns, of any of those persons and/or entities.

e. This release binds Employee and Employee's heirs, survivors, legatees,

executors, personal representatives, receivers, trustees, insurers, marital communities, successors, subrogees, transferees and assigns.

f. Employee represents, warrants and agrees that, following consultation with counsel: (i) Employee understands Employee is releasing potentially unknown claims; (ii) these releases are fairly and knowingly made; and (iii) Employee is aware that Employee has limited knowledge with respect to certain of the Released Claims. The Parties specifically allocate the risk of any mistake by any party in entering into this Agreement to the party or parties who later claim that party was mistaken.

g. Wilson acknowledges and agrees that the payment and other conditions set forth herein constitute full and complete satisfaction of all claims against the District for any claim, dispute, or complaint raised as well as any matter which could have been raised in a grievance, hearing, or any lawsuit; and that Employee and Employee's agents and/or representatives will not file, pursue, or assert in any way, claims, demands, or causes of action against any other person, organization, corporation or other entity in connection with any claim or matter raised in the Lawsuit, as well as any claim or matter which could have been raised in the grievance, hearing, or any lawsuit. Employee further agrees that Employee will not prosecute, allow to be prosecuted on Employee's behalf or participate in any legal action of any kind arising out of or relating to Employee's employment with Employer or the separation thereof unless required by law.

h. The waivers, releases and indemnification by Employee shall be a full, binding and complete settlement between the Parties hereto and it is specifically agreed that the terms of the waivers, releases and indemnification are contractual and not a mere recital. Further, Employee agrees that the waivers and releases in this section are intended to apply only to claims that Employee has or may have or that may accrue as of the date of this Agreement. The waivers and releases herein do not apply to any claims that may arise after execution of this Agreement. Notwithstanding the foregoing, the waivers and releases do not limit either Party's right, where applicable, to participate in an investigative proceeding of any federal, state or local governmental agency as required by applicable law.

6. No Other Claims/Assignment of Claims. Employee represents and warrants that Employee has not filed or initiated any other administrative charge, lawsuit, arbitration or other proceeding of any kind whatsoever against Employer or any of the Additional Released Parties that has not been dismissed or otherwise completely terminated, and further represents that Employee has not assigned, transferred, encumbered, and/or given to anyone any Released Claim Employee has, ever had and/or claimed to have against Employer or any of the Additional Released Parties. Employee hereby states and warrants that Employee is the sole owner of the claims that have been asserted in the hearing and grievance.

7. Employment References. The District will direct all employment inquiries regarding Wilson to Lisa Nolan or another designated individual within the District's Human Resources Department if Nolan is no longer available, who will provide information consistent with the letter attached as Exhibit A to the Parties' Memorandum of Material Terms from July 24, 2017.

8. No Admission of Liability. This Agreement does not constitute, and may not be construed as, an admission of liability or wrongdoing on the part of Employer or the Additional Released Parties or an admission of violation of any law. Employer expressly denies liability. The Parties have entered into this Agreement solely to avoid costly

9. Independent Legal Counsel. The Parties acknowledge, represent and agree that they have read this Agreement, they fully understand its terms, they have consulted with and been fully advised by legal counsel, and they are entering into it voluntarily. Both of the Parties have participated in drafting this Agreement and waive the rule of construction that an agreement is construed against its drafter. Each Party further acknowledges that it has had the opportunity to conduct an investigation into the facts and evidence relating to the Released Claims and that it has made an independent decision to enter into this agreement, without relying upon representations of any other party. Each Party assumes the risk that the facts or evidence may turn out to be different than it now understands them to be and agrees to be bound by this Agreement notwithstanding the discovery of new or different facts or evidence. Specifically, each Party agrees that: (i) this Agreement is not the product of coercion or duress; (ii) no representation about the nature and extent of injuries or damages has been made by any attorney or agent of any other Party; (iii) such Party has not been induced to make this Agreement based on any representation regarding the nature and extent of legal liability or financial responsibility of any other Party; (iv) in determining the adequacy of this Agreement, such Party has taken into consideration the alleged injuries or damages and consequences thereof; and (v) such Party is relying wholly upon such Party's own judgment, belief and knowledge of the nature, extent and duration of a Party's injuries, if any.

10. Governing Law. This Agreement is governed by Washington law, without giving effect to principles or provisions of those laws relating to conflicts or choice of laws.

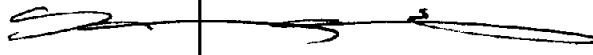
11. Age Discrimination in Employment Act (ADEA) Waiver. Employee acknowledges that, as part of this settlement, Employee is knowingly and voluntarily waiving and releasing any claims or rights Employee may have under the federal Age Discrimination In Employment Act of 1967 (ADEA). However, Employee is not waiving Employee's rights required under Section 626(f) of the ADEA, as amended, for a knowing and voluntary waiver. Employee further acknowledges that the consideration given for the waiver and release in this Agreement is in addition to anything of value to which Employee is and/or was already entitled. Employee further acknowledges that Employee has been advised by this writing, as required by the ADEA, that: (i) Employee's waiver and release do not apply to any right or claim that may arise after Employee signs this Agreement; (ii) Employee has the right to consult with an attorney prior to executing this Agreement, is and has been advised to do so, and has done so with regard to the terms and any legal effect of this Agreement; (iii) Employee has twenty-one (21) days to consider this Agreement, which period begins from the date the final agreement is provided to Employee's counsel; (iv) Employee has seven (7) days following the date Employee signs this Agreement to revoke the Agreement; and (v) this Agreement shall not be effective until the day after which this seven (7) day revocation period has expired, which day shall be the eighth day after Employee signs this Agreement. Any revocation must be in writing and received by **Charles Lind**, attorney for Employer, at Patterson Buchanan Fobes & Leitch, Inc., P.S., 2112 Third Avenue, Suite 500, Seattle, Washington 98121, before the revocation period expires. Employee further acknowledges that if Employee does not sign and return this Agreement within this 21-day period, Employee will not be eligible to receive the consideration described at paragraph 1 in this Agreement. Employee further acknowledges that if Employee revokes this Agreement, this Agreement will not become effective or enforceable and Employee will not receive the consideration described in paragraph 1 of this Agreement.

12. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the Parties and the Parties' respective heirs, survivors, legatees, executors, personal representatives, receivers, trustees, insurers, marital communities, successors, subrogees, transferees, agents, and assigns.

13. Captions/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 and are not a part of this Agreement and shall not be used in construing it.

14. Severability. In the event that any one or more of the provisions (except the Release under paragraph 3 of this Agreement) shall be 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.

15. Final and Complete Expression. This Agreement is the final, entire and complete expression of the agreement of the Parties and may be modified only by a written addendum signed by each party. The terms of this Agreement are contractual and not mere recitals. This Agreement supersedes and replaces all prior agreements, discussions and representations, all of which are merged into, and superseded by, this Agreement. No party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations, or agreements, other than those contained in this Agreement.

TACOMA SCHOOL DISTRICT	KEN WILSON
	 Ken Wilson
Date:	Date: 8/16/17

[DISTRICT LETTERHEAD]

[June 30, 2017]

[ADDRESSEE]

*Re: Letter of Recommendation for Ken Wilson*

To Whom It May Concern,

Mr. Ken Wilson worked for the Tacoma School District between 2002 and June 30, 2017. During that time Mr. Wilson had outstanding performance evaluations.

Mr. Wilson had been terminated by the District, but he was reinstated after the District more closely reviewed the circumstances related to that termination. The District acknowledges that Mr. Wilson did not get an opportunity to participate in the investigation surrounding water quality and that Mr. Wilson may have been able to provide mitigating information if he had been allowed to participated.

Sincerely,

Lisa Nolan  
Assistant Superintendent for Human Resources