

SEPARATION AGREEMENT

Douglas County School District No. 4 – Roseburg (the “District” and Gerry Washburn (“Washburn”) hereby enter into the following agreement (“Agreement”) for the purpose of setting forth the terms and conditions of Washburn’s resignation from employment with the District. In exchange for the mutual promises and other consideration described below, the parties agree to the following:

1. By signing this Agreement, Employee agrees to resign his employment with the District effective August 31, 2018. This resignation is irrevocable. The District will not be required to consider any application made by Employee in the future.

2. The District hereby agrees to pay Washburn a lump sum of \$150,000 less all applicable taxes and withholdings (the “Settlement Amount”). The check comprising the Settlement Amount shall be delivered to Washburn’s attorney within fourteen (14) business days following Washburn’s execution and delivery of this Agreement and the expiration of the seven (7) day revocation period as described in paragraph 8 below. As Washburn’s employment with the District shall be deemed terminated as of August 31, 2018 and no further salary or benefits shall accrue to him under his contract after that date, except as provided for in this Agreement.

3. The Settlement Amount to be paid pursuant to this Agreement does not include, and is in addition to, any amounts earned and paid to Washburn by the District, and Washburn has no right to the Settlement Amount other than by virtue of his entry into this Agreement.

4. In consideration of the mutual covenants and promises contained herein, Washburn does hereby:

a. release, absolve, acquit, and discharge the District as well as its predecessors, successors, and assigns, and its present and former principals, members, agents, employees, officers, insurers, and representatives, (“Released Parties”) of and from all rights, claims, demands, charges, obligations, damages, losses, causes of action, and suits of all kinds and descriptions, legal and equitable, known and unknown, that Washburn has, may have, or ever has had, against the Released Parties, individually and/or collectively, from the beginning of time to the date of his execution of this Agreement, under any law, constitution, rule, regulation, statute, ordinance, code, public policy, or common law theory, whether in tort, contract, equity, or otherwise; and

b. without limiting the generality of the matters released in paragraph 3.a above, release, absolve, acquit, and discharge the Released Parties of and from all rights, claims, demands, charges, obligations, damages, losses, causes of action, and suits arising out of or relating to the Age Discrimination in Employment Act (ADEA) (as amended) 29 U.S.C. §621 et seq., the Older Workers Benefit Protection Act, Civil Rights Act of 1964 (Title VII) (as amended), 42 U.S.C. §§ 2000e et seq., the Equal Pay Act of 1963, 29 U.S.C. § 206, the Rehabilitation Act of 1973 (as amended), 29 U.S.C. §§ 701 et seq., the Washburn Retirement Income Security Act of 1974 (as amended), 29 U.S.C. §§ 1001 et seq., the Fair Labor Standards Act (as amended), 29 U.S.C. §§ 201 et seq., the Americans

with Disabilities Act, 42 U.S.C. §§ 12101 et seq., the Civil Rights Act of 1991, the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq., Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981, The Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq., the Vietnam Era Veteran's Readjustment Assistance Act of 1974, 38 U.S.C. § 4211 et seq., the Uniformed Services Employment and Reemployment Rights Act of 1994, 38 U.S.C. § 4301 et seq., Executive Order 11246, the Contract Work Hours and Safety Standards Act 40 U.S.C. § 3701 et seq., the Walsh-Healey Public Contracts Act, 41 U.S.C. § 35 et seq., and under any other federal, state, or local laws, rules, regulations, or ordinances, or any common law actions, claims, causes of action, rights, liabilities, demands or theories of recovery, including any claims for attorneys' fees.

5. The release contained in this Agreement pertains to all claims, actions, causes of action, liabilities, demands, rights, damages, costs, expenses and controversies of every nature and kind whatsoever, known or unknown, suspected or unsuspected resulting from any practices, acts, or omissions prior to the effective date of this Agreement. Washburn acknowledges that he may hereafter discover facts different from, or in addition to, those which he now knows or believes to be true with respect to these matters, and he agrees that this Agreement shall remain effective in all respects notwithstanding such different or additional facts or the discovery thereof.

6. This Agreement does not extend to any matters that may not be released as a matter of law. The parties also acknowledge that this release does not waive any rights to defense and indemnification that Employee may have under the Oregon Tort Claims Act (ORS 30.285 et seq.)

7. The release contained in paragraph 3 above includes a release and waiver of any and all claims Washburn has or may have pursuant to the Age Discrimination in Employment Act. Washburn acknowledges that he has been given the opportunity to consider this Agreement for at least twenty-one (21) calendar days and has done so or knowingly and voluntarily waives his right to consider this Agreement for the twenty-one day (21) day period. Washburn agrees that changes to this Agreement, whether material or immaterial, will not restart this twenty-one (21) day acceptance period.

8. Washburn has the right to revoke (that is, to cancel) this Agreement within seven (7) calendar days of signing it by delivering a written statement of revocation within that seven (7) day period by hand delivery or overnight receipted mail to:

Jason Montgomery
Attorney
PO Box 1205
Roseburg, OR 97470

In the event Washburn revokes this Agreement, the District shall not be obligated to pay the Settlement Amount or provide any of the consideration set forth above.

9. Washburn represents that he has not filed, caused to be filed, and will not file any lawsuit or complaint with respect to any of the Released Claims, and represents and warrants that he will never file or prosecute any lawsuit or complaint based on the Released Claims. This provision shall not apply to any non-waivable charges or claims brought before any governmental agency, and this Agreement does not prohibit Washburn from filing a charge, participating in a proceeding with any federal, state, or local government agency enforcing discrimination laws, or cooperating with any such agency in its investigation. With respect to any such non-waivable claims, however, Washburn agrees to waive his right (if any) to any monetary or other recovery should any governmental agency or other third party pursue any claims on his behalf, either individually or as part of any collective or class or group action.

10. As further consideration for the promises and agreements set forth herein, the District generally releases Washburn from any and all claims, actions, causes of action, liabilities, demands, rights, damages, costs, expenses and controversies of every nature and kind whatsoever, known or unknown, suspected or unsuspected resulting from any practices, acts, or omissions prior to the effective date of this Agreement.

11. In the event that a party files an action to enforce this Agreement, the prevailing party shall be entitled to the payment of its or his reasonable attorneys' fees, expert witness fees, litigation expenses, and costs incurred in any such action. Washburn further agrees that if he violates this Agreement by bringing any action, charge, claim, or complaint that is released in this Agreement against the Released Parties, Washburn shall pay all costs and expenses of defending such action, charge, claim, or complaint incurred by the Released Parties, including reasonable attorneys' fees.

12. Washburn acknowledges and agrees that he has communicated to the District any and all practices or conduct that he believes may violate federal or state laws, regulations, or the District's policies or procedures.

13. The District shall respond to any inquiries regarding Washburn's employment from prospective employers by stating only the dates of Washburn's employment. No further information will be provided. In any release to the press or the public the District shall state that the Superintendent's employment was terminated without cause. The District shall not refer to performance issues, disciplinary matters, or misconduct in any such statement.

14. Washburn further represents, warrants, and agrees that:

a. Washburn has the authority to enter into this Agreement as a binding obligation on his family and heirs; and

b. Washburn has carefully read and fully understands all of the provisions of this Agreement, he has been given the opportunity to fully discuss the contents of this Agreement with independent attorneys of Washburn's choice, he has been advised in writing to do so, and he is voluntarily entering into this Agreement.

15. Any court proceeding filed to enforce this Agreement or arising out of this Agreement shall be initiated in the Circuit Court of the State of Oregon for Douglas County. Washburn agrees to submit to the jurisdiction of said court in any such proceeding.

16. This Agreement constitutes the entire agreement between and among the parties pertaining to the subject matter hereof. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral and written, express or implied, pertaining to the subject matter herein are hereby superseded and merged herein.

17. The Parties acknowledge that they have reviewed this Agreement in its entirety and have had a full and fair opportunity to negotiate its terms and to consult with counsel of their own choosing concerning the meaning and effect of this Agreement. Each Party therefore waives all applicable rules of construction that any provision of this Agreement should be construed against its drafter, and agrees that all provisions of this Agreement shall be construed as a whole, according to the fair meaning of the language used.

18. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one agreement.

19. This Agreement is entered into in, and shall be governed by and construed and interpreted in accordance with, the laws of the state of Oregon.

WASHBURN UNDERSTANDS THAT THIS AGREEMENT IS A FINAL AND BINDING WAIVER OF ANY CLAIMS AGAINST THE DISTRICT, INCLUDING CLAIMS FOR AGE DISCRIMINATION UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT.

THE ONLY PROMISES MADE TO CAUSE WASHBURN TO SIGN THIS AGREEMENT ARE THOSE STATED IN THIS AGREEMENT.


WASHBURN REPRESENTS THAT THIS AGREEMENT HAS BEEN FULLY EXPLAINED BY HIS ATTORNEY.

GERRY WASHBURN

Gerry C. Washburn _____ 9-5-18 _____

Date

ROSEBURG SCHOOL DISTRICT


Title: Board Chair

Date 9/10/18