

## **Personal and Confidential**

### **RETIREMENT AGREEMENT AND RELEASE**

This Retirement and Release Agreement (“Agreement”) by and between Steve Webb (“Employee”), and the Vancouver School District No. 37 (“District”) is effective on the date of its mutual execution by the parties. Collectively, the District and the Employee are referred to herein as “the Parties.” The terms of the Agreement are as follows:

**1. Irrevocable Retirement from the District.** Employee hereby submits his irrevocable notice of retirement from employment with the District effective upon execution of this Agreement by both parties. ("the retirement date"). The District accepts Employee’s irrevocable retirement subject to approval by the Board of Directors.

**2. Consideration.** Upon execution of this Agreement, and in consideration of Employee’s retirement, release, and other promises, and subject to the terms and conditions herein, the District agrees to the following conditions:

- A. In recognition of the various accrued leaves and terms of employment outlined in the Employee’s professional services contract, the District agrees to pay the employee \$455,000 in two equal lump sums. The first lump sum shall be paid within 30 days of execution of this Agreement. The second equal lump sum shall be paid on January 4, 2022.
- B. The Employee’s duties to the District shall cease upon mutual acceptance of this Agreement.
- C. The District will provide a public announcement of the Employee’ retirement, the form of which shall be agreed upon by the parties in good faith.

**3. Release and Covenant Not To Sue.**

A. In exchange for the consideration referenced herein, Employee hereby waives and releases, knowingly and willingly, the Vancouver School District, its Board of Directors members, agents, servants, employees, or any person or entity acting by, through, under or in concert with the District (collectively referred to as “released parties”) from any and all claims, demands, liens, agreements, covenants, actions, suits at law or equity, obligations, debts, damages, judgments, liabilities, attorneys’ fees, costs, and expenses of whatever kind, known or unknown, suspected or unsuspected, that arise out of the Employee’s employment with and/or separation from the Employer, including, but not limited to any claims Employee may have under federal, state or local employment, labor, or anti-discrimination laws, statutes and case law and specifically claims arising under the Washington Law Against Discrimination, the United States Constitution or Washington Constitution, the Americans with Disabilities Act, the Family Medical Leave Act, the whistle-blower statute, Washington common law and any and all other applicable state, county or local ordinances, statutes or regulations, including claims for attorneys’ fees.

B. Employee warrants and agrees that he has not and will not initiate or cause to be initiated against released parties any other lawsuit, compliance review, action, grievance proceeding or appeal, investigation or proceeding of any kind, or participate in same, individually under any contract (express or implied), law or regulation (federal, state or local), of any kind whatsoever, including without limitation, pertaining or in any way related to his employment with Employer. This includes, without limitation, an agreement not to communicate with or contact, directly or indirectly in any manner whatsoever, current or former employees of released parties for the purpose of encouraging, promoting, initiating or discussing any action whatsoever against released parties. Employee further waives any right to monetary recovery should any administrative or governmental agency, individual or entity pursue any claim on his behalf.

**4. Non-disparagement Clause.** The parties agree that they shall not disparage one another publicly or professionally.

**5. Denial of Liability.** No provision of this Agreement shall be construed as an admission of liability by either party; and such liability is expressly denied.

**6. Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and supersedes and replaces all prior negotiations and any proposed agreements. In executing this Agreement, Employee acknowledges that he has entered into this Agreement of his own free will, and that no promises or representations have been made to him by any person other than the express terms set forth herein. 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. The terms, conditions and other provisions of this Agreement have been negotiated between the parties. No presumptions shall arise as a result of this Agreement that this Agreement was prepared by one party or the other.

**7. Twenty-One Day Consideration Period.** Employee acknowledges that he has been given the opportunity to consider this Agreement for twenty-one (21) days in accordance with the provisions of the Age Discrimination in Employment Act's ("ADEA") Older Worker's Benefit Protection Act and accepts this Agreement in its present form.

**8. Seven-Day Revocation Period:** Employee acknowledges that following the date of execution of this Agreement by the parties, he has seven (7) days to revoke the same by personally notifying the Board President, in writing of his revocation before the seven (7) day revocation period expires.

**9. Governing Law.** This Agreement and any and all matters arising hereunder shall be governed by and construed in accordance of the laws of the State of Washington.

**10. Attorneys' Fees.** The Parties will bear the cost of their own attorneys' fees.

**11. Severability.** It is understood and agreed that should any provision of this Agreement be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

**12. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

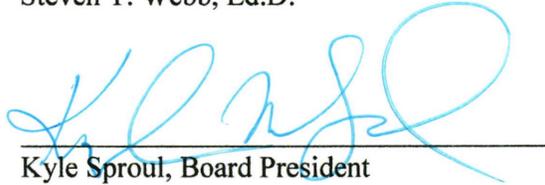
**13. Legal Counsel.** Employee acknowledges that this Agreement constitutes written notice from Employer that he should consult with an attorney before signing this Agreement, and he acknowledges that he has fully discussed all aspects of this Agreement with an attorney to the extent he desires to do so. Employee agrees that he has carefully read and fully understands all of the provisions of this Agreement and that he is voluntarily entering into this Agreement. Employee agrees that, as part of this Agreement, he has been provided with consideration in addition to anything of value to which he is already entitled.

DATED: 2.11, 2021



Steven T. Webb, Ed.D.

DATED: 2.11, 2021



Kyle Sproul, Board President  
Vancouver School District No. 37