

SETTLEMENT AGREEMENT

This Agreement is entered into by and between Snoqualmie Valley School District (“District”) and Dr. Lance Gibbon (“Dr. Gibbon”). Dr. Gibbon is currently employed by the District as Superintendent. The parties hereby agree as follows:

RECITALS

WHEREAS, Dr. Gibbon is under an employment contract with the District through June 30, 2024,

NOW, THEREFORE, the parties have agreed to the following terms and conditions in order to settle and resolve all legal and personnel issues to facilitate a smooth separation of the employment relationship between Dr. Gibbon and the District.

1. **DR. GIBBON’S OBLIGATIONS.** In consideration of the District’s undertakings in this Agreement and in paragraph 2 below, Dr. Gibbon hereby agrees as follows:

a. Dr. Gibbon, by execution of this Agreement, submits his irrevocable separation from employment with the District effective Tuesday, November 15, 2022. He is thereafter released from any contractual obligations except those contained herein.

2. **DISTRICT OBLIGATIONS.** In exchange for the consideration offered by Dr. Gibbon in this Agreement and in paragraph 1 above, the District hereby agrees to:

a. Pay Dr. Gibbon a total settlement amount of six hundred thousand dollars and 00/100 (\$600,000.00). The payments will be as follows:

- One hundred thousand dollars and 00/100 (\$100,000.00) by November 28, 2022;
- Two hundred and fifty thousand dollars and 00/100 (\$250,000.00) by February 1, 2023; and
- Two hundred and fifty thousand dollars and 00/100 (\$250,000.00) by September 30, 2023.

The payments will be made by the District to Dr. Gibbon, after only legally required tax withholdings are made to these severance payments. Payments will be made to Dr. Gibbon’s heirs in the event of his death.

b. The District will not reduce Dr. Gibbon’s sick leave balance, which stands at one thousand five hundred and seventy six (1,576) hours at the signing of this agreement.

3. All parties received competent legal representation. Dr. Gibbon and the District represent that they understand all of this Agreement, its provisions, and that they knowingly and voluntarily assent to its terms.

4. In the event of a dispute between the parties regarding this agreement, and/or arising from this agreement, the substantially prevailing parties shall be entitled to an award of attorney's fees and costs.

5. This Agreement constitutes the complete agreement between the District and Dr. Gibbon. There are no separate oral understandings, promises or representations.

6. Dr. Gibbon agrees that the District has paid to him all compensation, wages and accrued benefits owed to him through October 31, 2022. Other than the remaining compensation, wages and accrued benefits owed until the date of Dr. Gibbon's resignation and the payments and benefits specified in this Agreement, the District shall have no obligations and shall provide no further compensation or benefits of any kind to Dr. Gibbon.

7. **RELEASE AND COVENANT NOT TO SUE.**

a. In exchange for the consideration referenced herein, Dr. Gibbon hereby waives and releases, knowingly and willingly, the Snoqualmie Valley 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, complaints, grievances, 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 or relate to Dr. Gibbon's employment with and/or separation from the District on or before the date of his execution of this Agreement and/or in connection with any possible claims or entitlement to relief resolved herein, including, but not limited to any claims Dr. Gibbon 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, as well as any District policy or regulation.

- b. Dr. Gibbon warrants and agrees that he has not and will not initiate or cause to be initiated against the District any lawsuit, compliance review, action, grievance proceeding or appeal, investigation or proceeding of any kind.

8. **FUTURE SUBPOENAS.** In the event Dr. Gibbon receives a subpoena to testify or provide any information whatsoever regarding the District, released parties or his employment with the District, his representative shall immediately inform the District, which shall have the right to file an objection to the subpoena and permit a court of competent jurisdiction to determine the validity of the subpoena and any objection before Dr. Gibbon responds to the subpoena as required by law.

9. **DISTRICT PROPERTY.** Dr. Gibbon represents and warrants that he has turned over to the District, all property that he received from the District or that he generated in the course of his employment with the District (collectively "District Property")

10. **ELECTRONIC FILES.** Dr. Gibbon has provided the district a USB drive on which the district will provide Dr. Gibbon a copy of all his electronic files from his Google Drive and OneDrive accounts within 30 days.

11. **DENIAL OF LIABILITY AND WRONGDOING.** No provision of this Agreement shall be construed as an admission of liability or wrongdoing by either party and such liability and wrongdoing in any fashion are expressly denied.

12. **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, Dr. Gibbon 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. The terms of this Agreement are accepted for the purpose of making a full and final settlement of all personal and unemployment matters.

13. **SILENCE NO MORE ACT.** Nothing in this Agreement otherwise prohibits Dr. Gibbon from disclosing or discussing conduct, as defined by Chapter 49.44 RCW, that he reasonably believes, under federal, state, or common law, constitutes a violation of a clear mandate of public policy, a wage or hour infraction, or constitutes discrimination, harassment, or retaliation.

14. **TWENTY-ONE DAY CONSIDERATION PERIOD.** Dr. Gibbon 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.

15. SEVEN-DAY REVOCATION PERIOD. Dr. Gibbon 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 Dr. Beth Porter, Executive Director of Human Resources, in writing of his revocation before the seven (7) day revocation period expires.

16. GOVERNING LAW. This Agreement and any and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Washington.

17. 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.

18. 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.

DR. GIBBON ACKNOWLEDGES THAT HE HAS CAREFULLY READ AND FULLY UNDERSTANDS ALL PROVISIONS OF THIS SETTLEMENT AGREEMENT; THAT HE HAS BEEN REPRESENTED BY A LAWYER OF HIS OWN CHOOSING WITH WHOM HE HAS REVIEWED THIS AGREEMENT OR HAVE HAD THE OPPORTUNITY TO CONSULT WITH; THAT THE DISTRICT SHALL HAVE NO RESPONSIBILITY TO REIMBURSE DR. GIBBON FOR ANY LEGAL FEES INCURRED BY HIM IN CONNECTION WITH THE REVIEW OR NEGOTIATION OF THIS SETTLEMENT AGREEMENT; AND THAT DR. GIBBON'S EXECUTION OF THIS SETTLEMENT AGREEMENT IS VOLUNTARY AND UNCOERCED.

ACKNOWLEDGED AND AGREED TO:

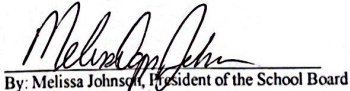
DR. LANCE GIBBON



By: Dr. Lance Gibbon

Dated: Nov. 14, 2022

SNOQUALMIE VALLEY SCHOOL DISTRICT



By: Melissa Johnson, President of the School Board

Dated: 11/15/22