



SCHOOL DISTRICT
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Press Release

TO: News Director
FROM: Selah School District
RE: Settlement Agreement
CONTACT: Selah Superintendent, Steve Chestnut, 697-0706

Selah School District Releases Settlement Agreement

The Selah School District is releasing the recent settlement agreement with a teacher at Selah Junior High School as the result of a Public Records Request.

“The school board approved this agreement because it was in the financial interest of the school district to do so,” said Superintendent Steve Chestnut. “The teacher would have been able to continue being paid for at least four months by exercising his due process rights. By agreeing to this settlement, the district will also be saving the cost of additional attorney fees.”

All questions concerning this situation should be directed to Superintendent Steve Chestnut, at 697-0706, or stevechestnut@selah.k12.wa.us

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SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS

This Agreement is entered into between the Selah School District No. 119 ("District"), and David McMillen ("Employee").

WHEREAS, Employee is employed as a teacher with the District; and

WHEREAS, concerns have arisen with respect to possible workplace misconduct on the part of Employee, leading the District to place Employee on non-disciplinary administrative leave with pay pending investigation of these concerns; and

WHEREAS, the District and Employee wish amicably to resolve these concerns through an agreement between them.

NOW THEREFORE, the parties agree as follows:

1. Employee hereby resigns his position with the District effective November 30, 2011. He shall remain on administrative leave between the date of execution of this agreement and November 30, 2011. Employee shall turn in his District keys at the time of execution of this agreement. Following execution of this agreement, Employee shall schedule a time with his principal, Marc Gallaway, to retrieve any personal property or possessions remaining on District property.
2. The District accepts Employee's resignation. In consideration of this resignation and in consideration of Employee's release of claims provided for below, the District agrees to pay to Employee all pay and benefits to which he is contractually entitled through the date of his resignation. In addition, the District shall pay Employee a total of \$16,604.50, payable in three payments of \$5,534.83 per month (minus income tax, garnishments if any and FICA deductions). Such monthly sums shall be paid at the end of December 2011 and January and February 2012. The District shall also pay medical, dental and other benefits to which the Employee would be entitled had he been employed to the end of February 2012. The District also agrees that, in the event that Employee applies to the Department of Employment Security for unemployment compensation, it will not contest his application in any way.
3. In exchange for the consideration set forth above, and for other valuable consideration, the receipt of which is hereby acknowledged, Employee, on behalf of himself and any descendants, representatives or assigns, hereby releases the District and its directors, officers, attorneys, employees acting on behalf of the District, agents, insurers, successors, assigns and all other representatives, individually and in their corporate capacities, from any liability or damages, including without limitation, continuing contract rights and damages for emotional distress and/or discrimination, arising by reason of Employee's prior interactions with the District and Employee's employment relationship with the District, including, without limitation, any claims arising under the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; Civil Rights Act, 42 U.S.C. §

1981 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq.; the Washington State Law Against Discrimination, Ch. 49.60 RCW; the Washington Age Discrimination Statute, RCW 49.44.090; the collective bargaining agreements between the District and the Employee's bargaining representative; individual employee contracts between the District and Employee; and any other federal, state and local laws or ordinances and any common law claims now or hereafter recognized. For the purpose of implementing a full and complete release of the District and its directors, officers, employees, attorneys, agents, successors, insurers, assigns and all other representatives, individually and in their corporate capacities, Employee expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims, whether known or should have been known, concerning acts occurring up to the date of this Agreement, and this Agreement extinguishes any such claim or claims, provided that neither party is releasing the other from the terms of this Agreement, and either party may bring an action to enforce this Agreement.

4. The release of claims set forth above is specifically intended to include, without limitation, the release of any and all claims arising under the Federal Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act. Employee agrees and understands as follows:

A. Employee has carefully read this entire Agreement, including the provisions related to release of claims, and understands such provisions;

B. Employee does not waive any rights or claims that arise after the date of execution of this Agreement;

C. Employee waives all claims, including claims under ADEA, in exchange for valuable consideration, including without limitation the consideration set forth in paragraph one above;

D. Employee has had the opportunity to consult with an attorney prior to executing this Agreement; and

E. Employee has been advised that he has twenty-one days to execute this agreement and if and when he executes this Agreement, Employee shall have seven days following the execution of the Agreement to revoke it. The Agreement shall not become effective or enforceable until the revocation period has expired.

5. The Employee denies any wrongdoing or violation of any law. The parties acknowledge that this Agreement in no way is, and shall not be construed as, an admission of wrongdoing, liability or of a violation of any duty, contract, law or regulation by either party. The consideration provided herein is not, and may not be cited by anyone, as an admission, past practice or precedent for any future dispute.

6. This Agreement constitutes the entire agreement between the parties, supersedes any prior obligations, negotiations or discussions between them, and may only be changed by

written amendment signed by the parties. The parties were represented by legal counsel, participated jointly in the preparation of this Agreement, and each party has had the opportunity to review carefully, seek clarification of, or propose changes to any portion of this Agreement. Accordingly, the parties intend that this Agreement should be construed as if jointly prepared and that any ambiguity should not be construed against either party.

7. This Agreement shall be interpreted and construed under the laws of the State of Washington. The parties agree that should any legal proceeding be required to enforce any other term or condition of this Agreement, the prevailing party in such proceeding shall be entitled to an award of costs and reasonable attorneys' fees in addition to any other relief awarded; provided, that in the event of a breach the breaching party shall be entitled to thirty (30) days' notice of breach and an opportunity to cure prior to such suit being filed. The parties agree that the Superior Court of the State of Washington in and for Yakima County shall be the venue for and shall have jurisdiction over the parties in the event of such proceeding.

8. This Agreement shall be effective upon execution by authorized representatives of all parties. In executing this Agreement, facsimile or photocopy signatures shall be considered appropriate substitutes for originals.

9. Should any of the provisions of this Agreement be rendered invalid by a court or government agency of competent jurisdiction, it is agreed that this shall not in any way or manner affect the enforceability of the other provisions of this Agreement which shall remain in full force and effect.

SELAH SCHOOL DISTRICT

EMPLOYEE

SC Chestnut
Steve Chestnut, Superintendent

David G. McMillen
David McMillen

11/2/11
Date

10/27/11
Date