

SEPARATION AND RELEASE AGREEMENT
Tenure Purchase Agreement

This Agreement is entered into by and between the Seattle Colleges (State College District 6), hereinafter referred to as the “College”), and Ms./Mr. _____, _____. This resignation agreement from all College employment including the relinquishment of any tenure rights was mutually initiated by Ms./Mr. _____ and the College.

This agreement also settles and resolves all actual and potential disputes and claims that may arise from or relate to the employment relationship between the College and Ms./Mr. _____, including claims related to the employment relationship and separation of employment.

This Agreement is made in consideration of the mutual undertakings set forth herein. The parties hereby agree as follows:

1. **Separation.** Ms./Mr. _____ hereby agrees to separate and end her/his position and employment with the College effective no later than September 18, 2020. The College accepts Ms./Mr. _____ request to end all employment with the College on that date. Ms./Mr. _____’s separation from the College shall be irrevocable.
2. **Settlement.** In consideration for the release and waiver of all claims associated with her/his employment relationship with the College, the College agrees to pay Ms./Mr. _____ half (50%) of their annual base salary in one lump sum within 30 days following the effective date of this agreement.
3. **Withholding.** The College will withhold applicable OASI, Medicare, retirement, and federal income tax contributions from the cash payments made under Paragraph 2 of this Agreement and will contribute the appropriate amount for the employer share of OASI and Medicare payments. Ms./Mr. _____ has had an opportunity to consult with an attorney or other advisors with respect to taxes and other consequences of this Agreement. The College makes no representations and gives no advice to Ms./Mr. _____ in regard to any consequence of this Agreement. In no event shall the College be liable for payment of federal income taxes or the employee share of OASI and Medicare taxes.
4. **Release of Claims.** _____ hereby knowingly, voluntarily and irrevocably WAIVES AND RELEASES each and every claim and right of every kind whatsoever, known or unknown, against the College and/or any current, former or future trustee, officer, employee or agent of the College. The claims and rights waived and released by Ms./Mr. _____ include, but are not limited to, every claim and right arising in tort and/or under any contract, including any employment contract, and/or under any statute, including every claim of alleged wrongful discharge or unlawful discrimination -- whether on the basis of gender, disability, handicap, age, or otherwise -- and **specifically includes every claim under Age Discrimination in Employment Act (ADEA), 29**

U.S.C. § 629, et seq. Ms./Mr. _____ makes and gives this waiver and release on the basis of all current facts, known and unknown, and regardless of possible misunderstandings or other undiscovered facts.

5. **Specific Release.** Specifically, but without limiting the generality of the foregoing, Ms./Mr. _____ waives and releases the College, and/or any current or former officer, employee, or agent, **from any claims arising under Title VII of the Civil Rights Act of 1964 and the Washington Law Against Discrimination, RCW 49.60.** Ms./Mr. _____ agrees not to file a grievance, complaint, or institute a lawsuit in any court of the United States or any state against the College, its officers, employees or former employees with respect to any claim or cause of action of any type arising or which may have existed at any time on or prior to the date of this agreement.
6. The payment provided in this separation agreement shall be the sole relief provided to the Ms./Mr. _____ for all claims released by her/his and she/he shall not be entitled to recover, and agrees to waive any monetary benefits or recovery against the College related to any released claim.
7. Nothing in this agreement shall interfere with the Employee's right to file a complaint, cooperate, and participate in an investigation or proceeding conducted by the EEOC or other federal or state regulatory or law enforcement agency.
8. **Right to Counsel, Review and Revocation Period.** This Agreement is the product of negotiation and participation by all parties, and shall not be deemed to have been prepared or drafted by any one party. Ms./Mr. _____ agrees that she/he has been advised to consult with an attorney prior to executing this Agreement and that she/he has had full opportunity to do so. Ms./Mr. _____ has been given what is to her/him a satisfactory period within which to consider this Agreement before signing it and Ms./Mr. _____ has been given at least forty-five calendar days within which to consider this Agreement before signing it, and will have seven calendar days following such signing to revoke it. Ms./Mr. _____'s relinquishment of employment rights shall be irrevocable, subject only to her/his right as provided herein to revoke this Agreement no later than seven days after it is executed by her.
9. **Complete Agreement.** This Agreement constitutes the entire agreement between parties, and supersedes any and all other agreements, understandings, and discussions, oral or written. No modification or waiver shall be valid or binding unless signed in writing by both parties.
10. **Governing Law: Venue.** This Agreement shall be governed by the laws of the State of Washington, and shall be binding upon and inure to the benefit of Ms./Mr. _____ and the College and, as applicable, their respective agents, representatives, assigns, heirs, executors, successors and administrators. Venue for any dispute under this contract shall be the King County Superior Court of the State of Washington. If any provision of this Agreement shall be held invalid, such invalidity

shall not affect the other provisions of this Agreement that can be given effect without the invalid provision.

11. If Ms./Mr. _____ has not accepted and delivered this offer to the Office of the College President or her designee within forty-five days this offer will be deemed withdrawn and no longer valid.
12. This Agreement is intended to terminate all Individual Employment Contracts and the employer-employee relationship between the parties. Except as otherwise incorporated in or consistent with the terms of this Agreement, upon the execution of this Agreement by all parties, all Individual Contracts, and all rights and duties of the parties under the Contracts, shall be terminated and of no further force or effect.
13. **Effective Date.** This Agreement shall become effective seven days after its execution by all parties.

PLEASE READ CAREFULLY. THIS IS A VOLUNTARY SEPARATION AND FINAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. YOU HAVE THE RIGHT BEFORE SIGNING THIS AGREEMENT TO REVIEW IT WITH AN ATTORNEY OR OTHER ADVISORS.

Each party has read this Agreement and now enters into it knowingly and voluntarily. Ms./Mr. _____ understands that THIS IS A FINAL SETTLEMENT AND RELEASE OF ALL CLAIMS AGAINST THE COLLEGE INCLUDING CLAIMS RELATED IN ANY WAY TO THE EMPLOYMENT RELATIONSHIP AND/OR TERMINATION THEREOF.

Date

Dr.
President,
Date

Approved as to form: Office of the Attorney General State of Washington Derek Edwards, Assistant Attorney General Dated: August 3, 2020
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