

TENURE PURCHASE AGREEMENT AGREEMENT OF SETTLEMENT AND RELEASE

This Agreement is made by and between Clark College, Community College District 14 (hereinafter referred to as the "College"), Clark College Association for Higher Education/WEA, (hereinafter referred to as "AHE"), and James Craven. This is a tenure purchase agreement mutually initiated by James Craven, AHE, and the College. The agreement is intended to compensate James Craven for resigning from all College employment, giving up his tenure rights, and relinquishing all existing rights to employment. This agreement is also intended to settle and resolve all actual and potential disputes and claims that may arise from or relate to the employment relationship between the College and James Craven and the termination of that relationship.

The parties hereby agree as follows:

1. The College accepts James Craven's request to resign from all College employment and give up all existing tenure rights and associated employment rights effective May 2, 2014.
2. This resignation and release of tenure rights shall be irrevocable. James Craven represents and certifies that he is making this agreement voluntarily and of his own free will.
3. In consideration of James Craven giving up his rights to tenure and for the release and waiver of claims executed by James Craven, the College will pay James Craven \$100,000.00.
4. James Craven hereby knowingly and voluntarily WAIVES AND RELEASES each and every claim and right of every kind whatsoever, which he currently has against the College, and/or any current or former officer, employee, or agent. The claims and rights thus waived and released by James Craven 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.** James Craven 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. Specifically, James Craven waives and releases the College, and/or any current or former officer, employee, or agent, **without limiting the generality of the foregoing, from any claims arising under Title VII of the Civil Rights Act of 1964 and the Washington Law Against Discrimination, RCW 49.60.** James Craven and the AHE agree further that neither will grieve, or file for grievance-arbitration, nor institute a lawsuit in any court of the United States or any state against the College, its officers, employees or agents 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 James Craven's separation from the College.
6. James Craven and the AHE agree that neither will lodge or cause to be lodged any complaint or claim with any State agency wherein there is an allegation of any wrongdoing by the College, its officers, employees, or agents that might result in an award of damages against the College, its officers, employees, agents, or former employees.
7. Both parties agree that neither will disparage nor speak poorly of the other. James Craven will not disparage or speak poorly of Clark College, any College employee, officer or, agent; and the College acting by and through its administrators, will not disparage or speak poorly of James Craven.
8. This Agreement is the product of and prepared by all parties, and shall not be deemed to have been prepared or drafted by any one party. James Craven agrees that he has been advised to consult with an attorney and a union representative prior to executing this Agreement and that he has had full opportunity to do so. James Craven has been given what is to him a satisfactory period within which to consider this Agreement before signing it and James Craven has been given at least **21 (twenty-one) calendar days within which to consider this Agreement before signing it, and will have 7 (seven) calendar days following such signing to revoke it and retain his College employment.**
9. This Agreement constitutes the entire agreement between the 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 all parties.
10. This Agreement shall be executed as an Agreement governed by the laws of the State of Washington, and shall be binding upon and inure to the benefit of James Craven 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 Clark County Superior Court of the State of Washington.

11. If James Craven has not accepted and delivered this offer to the Office of the Clark College President or his designee, prior to May 2, 2014, this offer will be deemed withdrawn and no longer valid.

12. This Agreement is intended to terminate any and all tenure rights, all Individual Employment Contracts and the employer-employee relationship between the parties effective May 2, 2014. 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. Each party has read this Agreement and now enters into it knowingly and voluntarily. James Craven understands that THIS IS A FINAL SETTLEMENT AND RELEASE OF ALL CLAIMS.

James Craven

Date

Margaret S. Olney
Attorney for James Craven
And Clark College Association for Higher Education/WEA

Date

Robert Knight, President
Clark College
Community College District 14

Date

Approved as to form: Office of the Attorney General State of Washington Bonnie Y. Terada Assistant Attorney General Dated: April ____, 2014
--

Kimberly Sullivan
Clark College Association
For Higher Education/WEA

Date