

SETTLEMENT AGREEMENT

1. Parties. This Settlement Agreement (“Agreement”) is entered into by KEVIN PURNELL (“PURNELL”) and the ADRIAN SCHOOL DISTRICT (the “DISTRICT”)(collectively “the parties”).
2. Non-Admission. This Agreement does not constitute an admission by the DISTRICT of any violation of any law or statute and the parties agree that neither this Agreement, nor the furnishing of consideration shall be deemed or construed for any purposes as evidence or an admission of liability or wrongful conduct of any kind.
3. Payment to PURNELL. In consideration for signing this Agreement, the DISTRICT agrees to pay PURNELL \$41,191.37 plus all employment taxes and retirement contributions required by the PERS system on September 20, 2021. The DISTRICT agrees to pay PURNELL \$75 Gift Card to The Mirage on September 7, 2021. The DISTRICT agrees to pay PURNELL \$61,787.05 plus all employment taxes and retirement contributions required by the PERS system on January 20, 2022. The DISTRICT shall contribute \$14,500 in health insurance premiums for PURNELL to the Oregon Educators Benefit Board through June 30, 2022. The DISTRICT will pay PURNELL \$4,166.67 TSA account by September 30, 2021. PURNELL must have returned a signed original of this Agreement to the DISTRICT before payment will be made.
4. PURNELL’s Employment Separation. PURNELL agrees that PURNELL’s employment with the DISTRICT will cease effective the date PURNELL signs this Agreement.
5. References. Upon request, the DISTRICT agrees to provide the attached letter of reference for PURNELL. PURNELL shall direct individuals to the DISTRICT’s Human Resources Department when an individual seeks employment references from the DISTRICT.
6. Telephone References. The Human Resources Department will only respond with PURNELL’s dates of employment, and positions held. PURNELL shall direct individuals to the DISTRICT’s Human Resources Department when an individual seeks employment references for PURNELL from the DISTRICT.
7. Unemployment. The DISTRICT will respond truthfully to all inquiries from the Employment Department.
8. Waiver and Release of Claims. PURNELL, on behalf of PURNELL, PURNELL’s descendants, spouses, dependents, heirs, executors, administrators, assigns, and successors, fully, finally, and forever releases and discharges the DISTRICT, its representatives, officers, directors, agents and employees, from any and all claims, grievances and rights of any kind that PURNELL may have, whether now known or unknown, suspected or unsuspected, including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1983, the Equal Pay Act, the Americans With Disabilities Act, the Age Discrimination in Employment Act, Sections 503 and 504 of the Rehabilitation Act of 1973, Family Medical Leave Act, Fair Labor Standards Act,

Employee Retirement Income Security Act, the Occupational Safety and Health Act, the Older Workers' Benefit Protection Act, the Workers' Adjustment and Retraining Notification Act, Workers' Compensation Law, as amended, state, civil or statutory laws, including any and all human rights laws and laws against discrimination, any other federal, state, or local fair employment statute, code or ordinance, common law, contract law, tort, including, but not limited to, fraudulent inducement to enter into this contract, and any and all claims for attorneys' fees. PURNELL agrees that PURNELL is owed no wages except as provided by this Agreement. PURNELL represents that PURNELL knows of no claim that PURNELL has that has not been released by this paragraph. Nothing in this Agreement prevents or precludes PURNELL from challenging or seeking determination in good faith of the validity of this waiver under the ADEA, nor does it impose any condition precedent, penalties or costs for doing so, unless specifically authorized by federal law. This release does not extend to claims which as a matter of law cannot be waived.

9. Payment of Applicable Taxes. PURNELL is and shall be solely responsible for all federal, state and local taxes that may be owed by PURNELL by virtue of the receipt of any portion of the monetary payment provided under this Agreement. PURNELL agrees to indemnify and hold the DISTRICT harmless for any and all liability, including, without limitation, all penalties, interest and other costs that may be imposed by the Internal Revenue Service or other governmental agencies regarding any tax obligations that may arise from the monetary consideration made to PURNELL under this Agreement.
10. Return of Property. As a condition precedent to PURNELL's receipt of the monetary payment provided under this Agreement, PURNELL shall return all DISTRICT property possessed by him to the DISTRICT.
11. Entire Agreement. This Agreement contains the entire agreement and understanding between PURNELL and the DISTRICT with respect to any and all disputes or claims that PURNELL has, or could have had, against the DISTRICT as of the date this Agreement is executed, and supersedes all other agreements between PURNELL and the DISTRICT with regard to such disputes and claims. This Agreement shall not be changed unless in writing and signed by both PURNELL and the DISTRICT.
12. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provisions, which shall remain in full force and effect. If any portion of this Agreement is found invalid, the parties agree to enter into a full and general Release by PURNELL that is not invalid.
13. PURNELL's Acknowledgment. PURNELL acknowledges that no representation, promise or inducement has been made other than as set forth in this Agreement and that PURNELL has entered into these Agreements without reliance upon any other representation, promise or inducement not set forth therein. PURNELL further acknowledges and represents that PURNELL assumes the risk for any mistake of fact now known or unknown, and that PURNELL understands and acknowledges the

significance and consequences of this Agreement and represents that its terms are fully understood and voluntarily accepted. PURNELL also acknowledges: (a) that PURNELL has consulted with or has had the opportunity to consult with an attorney of his choosing concerning this Agreement and has been advised to do so by the DISTRICT; and (b) that PURNELL has read and understands this Agreement, is fully aware of its legal effect, and has entered into it freely and voluntarily based on his own judgment and/or the advice of his attorney. PURNELL acknowledges that PURNELL has been given a reasonable time to consider the terms of this Agreement.

14. Twenty-One Day Consideration Period. PURNELL acknowledges that he has been given a period of at least twenty-one (21) days to consider the terms of this Agreement and, if PURNELL should execute it prior to the expiration of the twenty-one day consideration period, knowingly waives his right to consider this Agreement for twenty-one days.
15. Seven-Day Revocation Period. PURNELL acknowledges that PURNELL may, for a period of seven (7) days following the execution of this Agreement, revoke acceptance thereof. This revocation must be done in writing and delivered to the DISTRICT'S Human Resources Department before the close of business on the seventh day. This Agreement shall not become effective until the expiration of this seven-day revocation period.
16. Headings. The headings contained in the Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
17. Choice of Law. This Agreement is to be interpreted pursuant to the laws of Oregon, except where the application of federal law applies.
18. Attorney Fees. The prevailing party in any proceeding for breach or enforcement of the agreement shall be awarded their reasonable attorney fees and costs.

YOU SHOULD CONSULT WITH AN ATTORNEY. THIS AGREEMENT INCLUDES A WAIVER OF CLAIMS, WHETHER KNOWN OR UNKNOWN, UP TO AND INCLUDING THE DATE THIS AGREEMENT IS SIGNED.

KEVIN PURNELL

Kevin Purnell
Date: *August 30, 2021*

ADRIAN SCHOOL DISTRICT

By: *[Signature]*
Title: *School Board Chair*
Date: *8-30-21*