

SEPARATION AGREEMENT AND RELEASE IN FULL OF ALL CLAIMS

This Separation Agreement and Release in Full of All Claims ("Separation Agreement") is made this 18th day of July, 2023, by and between the Nyssa School District, an Oregon Public School District (hereinafter referred to as the "District") and Superintendent Darren Johnson (hereinafter referred to as "Johnson").

WHEREAS, Johnson has been employed by the District as the Superintendent pursuant to an Employment Agreement dated April 10, 2023 for a two-year term commencing on July 1, 2023 and ending on June 30, 2025 (hereinafter the "Employment Contract"); and

WHEREAS, the parties hereto believe it is in their mutual interest to terminate their employment relationship and mutually release all claims against the other in accordance with the terms and conditions set forth in this Separation Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Johnson and the District hereby agree as follows:

1. Johnson hereby resigns from his employment with the District upon the Effective Date (which is the date of the last signature below). Through and including such day, Johnson shall be entitled to utilize any accrued sick leave, personal leave, vacation time, or other paid time off and continue to be compensated his regular salary in accordance with the Employment Contract and applicable policies of the District. Through the date of resignation as indicated above, Johnson shall continue to fulfill his duties as Superintendent to the District as required under the Employment Contract.

2. In consideration for the release from Johnson as set forth in this Agreement and the other terms and conditions set forth herein, the District shall pay to Johnson the sum of ONE-HUNDRED AND THIRTY SEVEN THOUSAND FOUR HUNDRED AND EIGHTY SIX DOLLARS (\$137,486) on the Effective Date of this Agreement. In addition, the District shall also pay for Johnson's health insurance premiums to maintain health insurance coverage for Johnson on the District's insurance plan in place for its employees through June of 2024, subject to the same terms and conditions, including any requirements for premiums, co-payments, or deductibles as they are presently established by the District's health insurance plan. However, Johnson shall be required to notify the District within 10-business days of obtaining health insurance elsewhere and the District shall thereafter be entitled to discontinue maintenance of the health insurance coverage for Johnson effective as of the date Johnson obtains health insurance elsewhere.

3. Except as provided in paragraphs 1 through 2 above, Johnson accepts the consideration paid hereunder as full and complete satisfaction of any and all claims he may have against the District. Johnson also agrees he is not entitled to any further compensation or benefits arising from his Employment Contract or any District policy or as a result of his resignation from employment with the District.

4. The District and Johnson agree that they shall not disparage the other in any manner on any subject or in relation to any matter arising from their employment relationship and/or the mutual decision to end that employment relationship unless necessary for purposes of enforcing this Separation Agreement or if required by law. The District agrees that all inquiries concerning Johnson from prospective employers shall be directed to Susan Ramos or Donnie Ballou for response.

5. The District shall defend, hold harmless and indemnify Johnson from any and all claims, demands, suits, actions, and legal proceedings brought against Johnson in his individual capacity or in his capacity as an agent and employee of the District, whether presently pending, initiated or asserted during the remaining period of his employment with the District and/or his resignation from employment with the District, provided that the incident that arose while Johnson was acting reasonably and within the scope of his employment and consistent with applicable Oregon law. The foregoing provision is not intended as, and does not constitute, a waiver by either the District or Johnson of the immunities or limitations of damages provided for under applicable law.

6. In consideration of the covenants set forth in this Agreement, Johnson on behalf of himself, his dependents, heirs, executors, administrators, and assigns, shall and hereby does fully release and discharge the District, its Board of Directors, its administrators, employees, representatives, attorneys, agents, insurers, assigns, and successors, from any and all rights, claims, and causes of action that he has or may have against them, whether those claims are past or present; known or unknown; suspected or unsuspected; and/or asserted or unasserted and Johnson promises not to sue the District or any of the parties herein released. This release includes, but is not limited to, any claims, actions or suits arising from his employment with the District and/or his resignation from such employment, including, without limitation to the following claims:

a. Under state and federal legislation (as amended) such as Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Retirement Income Security Act, State of Oregon Anti-Discrimination Statutes, and the Older Workers Benefits Protection Act, all claims under the Equal Pay Act, the Fair Labor Standards Act, the Americans with Disabilities Act, as amended, the Family Medical Leave Act, as amended, all federal and state retaliation statutes, and all federal and state civil rights statutes or ordinances, as well as any and all other federal, state or local statutes, ordinances, regulations, constitutions or executive orders, all claims under the common law, including but not limited to claims for wrongful termination, defamation, negligent supervision and breach of promise of specific treatment in specific situations; and

b. Under any employment contract (express or implied) or any implied covenant of good faith and fair dealing; which might otherwise have governed the employment relationship previously existing between the parties; and

c. Under the common law, including but not limited to claims for wrongful discharge, intentional and reckless infliction of emotional distress, interference with contractual or business relationships, conversion, unjust enrichment, invasion of privacy and defamation, regardless of whether such claims arose or may have arisen individually, through a government entity, class of employees or union representatives; and

d. For fraud in the inducement of this Separation Agreement as well as any other claim Johnson might assert to rescind this Separation Agreement.

Johnson acknowledges that he may hereafter discover claims or facts in addition to or different from those Johnson now knows or believes to exist with respect to the subject matter of this Separation Agreement and which, if known or suspected at the time of executing this Separation Agreement, may have materially affected the negotiation of this Separation Agreement. Nevertheless, Johnson hereby waives any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Johnson acknowledges that he understands the significance and consequences of such release.

The release provided by Johnson in this Separation Agreement shall bind Johnson, his marital community, heirs, survivors, legatees, executors, personal representatives, receivers, trustees, insurers, successors, subrogees, transferees, and assigns.

7. The District agrees to release and fully discharge Johnson with respect to any and all rights, claims, and causes of actions which the District had, now has, or may have or claim to have in the future against Johnson by reason of Johnson's employment by the District until the Effective Date; provided however, that nothing herein shall release Johnson from any claims arising out of Johnson's fraud or willful misconduct.

8. Johnson agrees and understands that by execution of this Severance Agreement and Release, the Employment Contract executed by Johnson and the District with the term which commenced on July 1, 2023 shall be voided and of no further effect and each party shall be released from any obligations under said Contract.

9. Johnson acknowledges and agrees that: (a) he has not suffered or sustained any work-related injury or illness that would be eligible for workers' compensation benefits; and (b) he has not filed, and has no intention of filing any claims against the District or any parties released hereunder for workers' compensation benefits arising out of, or in the course of his employment with the District.

10. Johnson understands and agrees that if he ever asserts against the District or any of the parties released in this Separation Agreement individually or collectively, any claim, action, charge or suit which Johnson has released in accordance with this Separation Agreement, then such parties: (a) may plead this Separation Agreement as an absolute defense; and (b) will be entitled to recover from Johnson any attorney fees, costs, and disbursements which might be incurred in defending against any such claim, action, charge or suit.

Johnson also agrees that if any agency or court ever assumes jurisdiction over or purports to bring any legal proceeding in whole or in part on Johnson's behalf based on any claim, action, charge or suit that has been waived or released in accordance with this Separation Agreement, he will immediately inform such agency or court that he has resolved all such claims and will ask such agency or court to dismiss any such claim, action, charge or suit with prejudice to the extent it seeks to recover anything for him.

11. In the event of any dispute regarding the performance of any parties' obligations under this Agreement, the parties agree that such disputes shall be resolved through binding arbitration, by a mutual arbitrator agreed upon by the parties. In that event, judgment on the award of the arbitrator may be filed in the Circuit Court of the State of Oregon for Malheur County.

12. Johnson acknowledges and represents that: (a) the District and parties released hereunder have not made any representations regarding the income tax treatment of payments to be made under this Separation Agreement; and (b) except for withholding, reporting and

payment of FICA taxes and federal, state and local income tax withholdings on wages payable to Johnson, Johnson is solely responsible for reporting and paying any taxes associated with payments made hereunder under relevant law. Johnson agrees to indemnify and hold District harmless for any taxes, penalties, interest, legal fees or other liability incurred by District resulting from Johnson's failure to so report and pay.

13. This Separation Agreement does not constitute and may not be construed as an admission of liability or wrong doing by either party, or of any misconduct or unsatisfactory performance by Johnson.

14. This Separation Agreement is an integrated agreement which constitutes the entire, final and binding agreement of Johnson and District with respect to its subject matter. Johnson and District have made no other representations or agreements, written or oral, with respect to the resolution of this dispute. This Separation Agreement supersedes any and all prior agreements or understandings, written or oral, with respect to termination of Johnson's employment relationship with District. This Separation Agreement sets forth the entire agreement between the parties as the subject matter hereof, and may not be supplemented or amended by any agreement not made a part hereof.

15. The parties participated jointly in the preparation of this Separation Agreement, and each party has had the opportunity to review, comment upon and redraft this Separation Agreement. Accordingly, it is agreed that this Separation Agreement shall be interpreted and construed as if the parties jointly prepared this Separation Agreement, any uncertainty or ambiguity shall not be interpreted against, or in favor of any party.

16. In the event any part of this Separation Agreement is declared or determined to be invalid or unenforceable, the remaining parts shall not be affected thereby but shall continue in full force or effect.

17. This Separation Agreement shall be binding upon and inure to the parties, their respective heirs, successors, personal representatives and heirs and District's directors, officers, employees, and agents.

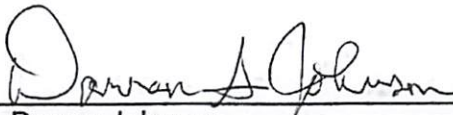
18. Each party shall be responsible for their own costs, attorney fees or expenses ("Legal Expenses"). No party shall be required to pay any Legal Expenses incurred by any other party in connection to this Separation Agreement.

19. This Separation Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Oregon, without regard to the conflicts of law rules thereof.

20. Johnson represents and acknowledges that in executing this Separation Agreement, he does not rely and has not relied upon any representation or statement not set forth herein made by District or by any of District's agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Separation Agreement or otherwise.

21. This Separation Agreement may be executed by the parties hereto in any number of counterparts, all of which, when taken together, shall constitute a fully executed, binding and enforceable agreement.

22. The undersigned represent that they have carefully read the foregoing Separation Agreement, know its contents, and after consultation with their respective attorneys, have signed the same as their own free act and will.



Darren Johnson

Nyssa School

District

By:



Its:



18 July 2023