

SEPARATION and SEVERANCE AGREEMENT
October 2024

THIS SEPARATION and SEVERANCE AGREEMENT (hereinafter "Agreement") is entered into between the Board of Directors ("Board") of the Marysville School District ("District"), on behalf of the Board and the District, and Dr. Zachary Robbins ("Dr. Robbins"), the District's Superintendent of Schools. ("The Parties" refers to the Board on behalf of itself and the District, and Dr. Robbins.) The Agreement shall be effective after Board approval set forth in Para. 15 and the seven day revocation period set forth in paragraph 8(c) below.

Preamble

Whereas, Dr. Robbins is employed by the Board to serve as Superintendent for the Marysville School District and during his employment with the District has always received favorable evaluations from the Board;

Whereas, in school board-superintendent working relationships it is important that school boards and superintendents work together and when, through no one's fault, there comes a time when that is no longer feasible, a change in leadership may best serve the interests of all parties - school districts, school boards and school superintendents.

Whereas, the Board and Dr. Robbins recognize that the District faces many challenges, including financial problems that pre-date Dr. Robbins's tenure as Superintendent. The Parties wish to move forward in different directions and mutually agree that a change in leadership is in the best interests of the District.

Whereas, it is the desire of Dr. Robbins and the Board to amicably end their working relationship;

Whereas, Dr. Robbins's employment contract as Superintendent expires June 30, 2027, and contains a provision that Dr. Robbins cannot be terminated unless there is "cause" for his termination or unless the District pays him the full balance of his contract, which amount would be significantly more than what is agreed to below;

Whereas, Dr. Robbins has not engaged in any conduct which would provide an employer, including the Board or District, legal "cause" to terminate him;

Whereas, Dr. Robbins recognizes the difficulties currently facing the school district and wishes to waive his right to full payout of the balance of his contract, something which the Board is grateful for;

Now, therefore, to that end the Parties agree as follows:

Terms and Conditions of the Agreement

1. The Parties agree to end their working together. Dr. Robbins and the District respectfully agree to amicably end Dr. Robbins's employment relationship with the District in exchange for the mutual consideration set forth below. This Agreement shall not be construed as an admission by the Board, the District, nor Dr. Robbins of any misconduct, wrongdoing, liability, breach of any agreement between the Board and/or the District and Dr. Robbins, or violation by the District or Dr. Robbins of any statute, law, regulation, contract or policy.

2. Resignation and final date of employment. By his signature below to this Agreement, Dr. Robbins voluntarily resigns his employment with the District effective after approval by the Board as well as Dr. Arthur Jarvis, special administrator appointed pursuant to Revised Code of Washington 28A.315.221, and the expiration of the seven-day revocation period set forth in paragraph 8(c) below.

3. Consideration provided to Dr. Robbins: The Board on behalf of the District agrees as follows:

- a. The District shall provide Dr. Robbins the following severance pay beginning the effective date of the Agreement and ending October 31, 2025. (The Severance Period).
- b. Severance paychecks shall be paid to Dr. Robbins monthly with the last check paid to him on or before October 31, 2025.
- c. The amount of such severance pay checks shall be calculated as \$29,150.00 per month, subject to withholding for taxes and mandatory deductions. This includes his current base salary and what he is entitled to under his employment contract as additional gross compensation in the form of 15 supplemental days and contributions equal to the 2024 maximum elective salary deferral to both a 403(b) account and a 457(b) account for Dr. Robbins's benefit in accordance with the terms of the applicable plans.
- d. The District shall provide Dr. Robbins with continuation of his and his family's existing health, dental, and vision insurance during the Severance Period. Dr. Robbins shall make his required contributions to that insurance, but for no more than he currently pays on a monthly basis. Any additional costs for the provision of Dr. Robbins's continued insurance benefits will be borne by the District.
- e. By November 15, 2024, the District shall cash out and pay Dr. Robbins for his accrued sick leave and vacation leave as of the effective date of this Agreement and based on his per diem rate of \$1,526.36.
- f. By November 15, 2024, the District shall pay Dr. Robbins a lump sum amount of \$50,000.00. This amount is in recognition of the fact that Dr.

Robbins will have moving expenses, job search travel and lodging expenses, attorney fees, and expenses in securing new housing. Due to the purpose of this lump sum, it is not additional salary, compensation, or wages and a 1099 form will be issued instead of a W-2 form.

4. Consideration provided to the Board and District: Dr. Robbins in turn agrees that this Agreement ends, extinguishes, and terminates any prior contracts or agreements of any description or any kind, written or oral, between Dr. Robbins and the District or Dr. Robbins and the Board except as to those referenced in Paragraphs 5 and 7 below.

5. General release of any and all claims.

a. Mutual release: In additional consideration, Dr. Robbins and the Board, along with the District, hereby release and fully discharge one another as well as any of their self-insured and self-administered property/casualty cooperatives, risk pools and or risk cooperatives, insurers, agents, lawyers, officers and directors, board members, former board members, or any such released persons or entities (collectively "Released Parties") from any and all Released Claims.

b. "Released Claims" include all manner of demands, liabilities, obligations, damages, punitive damages, attorneys' fees, causes of action, suits, or claims, whether known or unknown, asserted or unasserted, whether suspected or unsuspected, which any party to this Agreement, their heirs, executors, administrators, legatees, representatives, successors, transferees, and assigns may have as against any of the Released Parties herein. Thus, the District and Board release Dr. Robbins from any and all claims up to the effective date of this Agreement, and Dr. Robbins releases the District and the Board from any and all claims up to the effective date of this Agreement.

"Released Claims" includes without limitation claims for monetary or equitable relief; wage claims; claims for negligence, gross negligence, punitive damages, breach of express or implied contract, tort, invasion of privacy, loss of service or consortium, intentional or negligent infliction of emotional distress, outrage, slander, libel, violation of the Washington Public Records Act; violation of state, federal and/or local law prohibiting retaliation and/or discrimination on the basis of race, color, national origin, ancestry, religion, sex, age, disability, sexual orientation, and/or any other protected category, status or activity, including without limitation claims under, as amended, the federal Age Discrimination In Employment Act of 1967, the federal Americans With Disabilities Act, the federal Family and Medical Leave Act, the federal Equal Pay Act of 1963, the federal Occupational Health and Safety Act of 1970, the federal Fair Labor Standards Act, the federal Consolidated Omnibus Reconciliation Act of 1986, the federal Employment Retirement Income Security Act of 1974 (except for vested benefits, if any), the Washington Law Against Discrimination, the Washington Minimum Wage Act, the Washington Family Leave Act, federal Title VII of the Civil Rights Act of 1964, and any claim under any other federal, state and/or local civil rights and/or employment statutes, orders, regulations and/or ordinances.

“Released Claims” also includes any and all future damages or losses not presently known to the parties to this Agreement, but which may later be discovered if caused by an event occurring prior to the effective date of this Agreement. This release also specifically covers any losses that any Party may at any time incur alleging that such a claim is the result of non-disclosure in whole or in part by any Released Party or its representative, or claims are allegedly the result of the other party’s actions or inactions so long as such events occurred prior to the effective date of this Agreement.

Notwithstanding anything in this Agreement to the contrary, to the extent Dr. Robbins may have vested rights under the terms of any Employee Retirement Income Security Act (“ERISA”) plans sponsored by the District, Dr. Robbins’s rights to such vested benefits are not waived and shall continue to be governed by the terms of the applicable plans, if any.

6. Workers Compensation. Dr. Robbins declares that he is currently unaware of any physical, mental, or emotional condition for which he might make a claim for workers compensation benefits.

7. Indemnification.

- a. As further consideration to Dr. Robbins, the Board and District agree that it will defend, hold harmless, and indemnify Dr. Robbins, and to the extent allowed by law, his community property, from any and all third party demands, claims, suits, actions, damages costs, charges, and expenses, including court costs and attorney fees, including against any claims and demands by any current or former employees of the District and any claims, demands, or requests for investigation submitted to the Board, District, or Office of Professional Practices (hereinafter “Claims”); provided that the incident out of which the demands, claims suits, actions, damages, costs, charges and expenses arise has occurred at a time when Dr. Robbins was acting within the scope of his employment as Superintendent of Marysville School District.
- b. The Board agrees that in defending against any claim or lawsuit where he is a named party that Dr. Robbins may select legal counsel of his choosing regardless of location at a rate not to exceed \$550 per hour or the rate paid to the District’s counsel in defense of such Claim if higher. The Board agrees to pay attorneys’ fees and costs incurred by Dr. Robbins directly to Dr. Robbins’s counsel upon submission of an invoice. In order to protect attorney-client privilege between Dr. Robbins and his counsel, the narratives of any time entries may be redacted before the invoices are submitted to the District for payment. This Para. 7(b) shall apply to any defense or indemnity not covered by an insurer. The Board agrees that all pre-existing indemnification agreements between the Parties shall survive the termination of Dr. Robbins’s employment agreement and remain in full force and effect in addition to the provisions contained herein.

8. Older Workers' Benefits Protection Act Provisions (29 U.S.C. § 626(f)(1)(A)-(H)). In accordance with the Requirements of the Older Workers' Benefits Protection Act, Dr. Robbins expressly acknowledges the following:

- a) Dr. Robbins is hereby advised to consult with an attorney before accepting this Agreement.
- b) Dr. Robbins understands that he has twenty-one (21) days from the time in which he is first presented with this Agreement to consider whether to accept it. He also understands that, while it is his right to decide to accept, enter into, and execute the Agreement before the end of that twenty-one (21) day period, that he is under no obligation to do so. He also understands that by returning the signed Agreement before the end of the review period, he has voluntarily waived the remainder of that twenty-one (21) day period.
- c) Dr. Robbins also understands that for a period of seven (7) days following the acceptance of and execution of this Agreement, he may revoke the Agreement in writing. Any such written revocation should be delivered to the Acting Superintendent of the Marysville School District before the seven (7) day period expires. **Dr. Robbins further understands that if he does not revoke the Agreement in writing within the seven (7) day period, this Agreement will be enforceable seven (7) days after the date of acceptance.**

9. Reference checks; non disparagement. Dr. Robbins will refer all requests for references to the individual acting as the District's Superintendent. That person acting as Superintendent will provide a positive reference in response to such inquiries based on Dr. Robbins's most recent evaluation by the Board, which evaluation is positive. The Board and Dr. Robbins also agree to not disparage one another.

10. Cooperation. The parties will cooperate in preparing any documents to carry out the intent of this Agreement. When asked by the District or its attorneys, Dr. Robbins will reasonably cooperate in defense of any claims against the District. He will be reimbursed for reasonable travel expenses, and to the extent his is employed elsewhere, he will be reimbursed for any loss of remuneration or personal leave time in that position in the amount of such loss.

11. The terms of this Agreement shall be binding on any and all successors without modification or alteration in any respect in the event of annexation, change of management, consolidation, merger, reorganization or dissolution of the School District or Board. To that end, the Board and District will work in good faith to have this Agreement honored in such an event.

12. No Tax Advice. Neither the District nor any of its representatives have provided Dr. Robbins with any advice as to the taxability of the proceeds he will receive under this Agreement. Should Dr. Robbins require such advice, he shall seek it

independently. The District shall not be held in any way responsible or liable for anything in relation to the tax consequences of this Agreement on Dr. Robbins, and Dr. Robbins agrees to indemnify the Released Parties in this regard, except as to taxes or penalties which are attributable to the District's share of payroll and other taxes.

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

14. Agreement subject to approval. This Agreement is subject to the approval of the Board and the Special Administrator appointed by OSPI, Art Jarvis, Ed.D.

15. Merger, governing law, venue, attorney fees for disputes, counterparts, captions, paragraph headings, construction, and severability:

a. Merger: This Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not mere recitals. This Agreement is the final and complete agreement between the Parties.

b. Governing law, venue, and attorney fees for disputes: This Agreement and any and all matters arising hereunder shall be governed by and construed under and in accordance with the laws of the State of Washington. Venue to resolve any disputes concerning this Agreement shall be in Snohomish County Superior Court. The prevailing party in any court action lawsuit dispute concerning this Agreement shall recover its reasonable attorney fees, reasonable costs, and reasonable litigation expenses from the non-prevailing party.

c. Counterparts, captions and paragraph headings: This Agreement may be executed in multiple counterparts and all such counterparts shall collectively constitute this one Agreement. Captions and paragraph headings used in this Agreement are for convenience only, are not terms or conditions of this Agreement, and shall not be used in construing this Agreement.


d. Construction: The terms, conditions and other provisions of this Agreement have been negotiated between the parties, with each party having had the benefit of its own legal counsel. The construction and interpretation of any clause or provision of this Agreement shall be construed without regard to the identity of the party who prepared the Agreement, or any provision thereof. No presumption shall arise as a result of this Agreement, or any provision thereof, having been prepared by one party or the other.

e. Severability: In the event that any provision of this Agreement is held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

16. Voluntary signature and binding effect. It is understood and agreed that this Agreement has been executed knowingly and voluntarily and that the Parties have had full opportunity to consult with legal counsel before signing this Agreement. This Agreement is or will be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, legatees, representatives, successors, transferees, and assigns.


The signature of the District representative below verifies that all necessary action has been taken to obtain approval of this Agreement from the Marysville School District Board of Education and that the person signing the Agreement on behalf of the District is fully authorized to do so.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE OF ALL KNOWN OR UNKNOWN CLAIMS.



Dr. Zachary Robbins
Signed: October 2, 2024.


Marysville School District

By: 

Connor Krebs,
Its: Board President
Signed: October 3, 2024.

Special Administrator Approval:

As Special Administrator appointed by OSPI, this Agreement meets with my approval. My approval does not bind OSPI, the State, or me to any terms or conditions of this agreement as we are not parties to the agreement. It merely means that I do not contest the agreement and the Board of Education is authorized to enter into it.



Art Jarvis, Ed.D.
Special Administrator appointed by OSPI,
Signed: October ____, 2024