

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release ("Release") is made this ____ day of April, 2016 ("Effective Date") by and among LINDA CLARK and WEST ADA SCHOOL DISTRICT NO. 2, RUSSELL JOKI, JULIE MADSEN, TINA DEAN, CAROL SAYLES, members and/or former members of the Board of Trustees of the West Ada School District, in their professional and individual capacities, collectively referred to as "PARTIES" as follows:

RECITALS

1. LINDA CLARK'S employment relationship with the WEST ADA SCHOOL DISTRICT was severed in the fall of 2015, and, as a result LINDA CLARK has alleged various wrongful acts on the part of WEST ADA SCHOOL DISTRICT, RUSSELL JOKI, JULIE MADSEN, TINA DEAN, CAROL SAYLES, members and/or former members of the Board of Trustees of the West Ada School District, in their professional and individual capacities.

2. As of the date of this Agreement, no Tort Claim Notice or Litigation has been filed by LINDA CLARK against WEST ADA SCHOOL DISTRICT, RUSSELL JOKI, JULIE MADSEN, TINA DEAN, CAROL SAYLES, members and/or former members of the Board of Trustees of the West Ada School District, in their professional and individual capacities. However, LINDA CLARK has provided a Draft COMPLAINT AND DEMAND FOR JURY for alleged various causes of action against WEST ADA SCHOOL DISTRICT, RUSSELL JOKI, JULIE MADSEN, TINA DEAN, CAROL SAYLES, members and/or former members of the Board of Trustees of the West Ada School District, in their professional and individual capacities stemming from LINDA CLARK'S employment with and separation from WEST ADA SCHOOL DISTRICT NO. 2.

3. On or about November 18, 2015, the WEST ADA SCHOOL DISTRICT filed a Complaint concerning LINDA CLARK to the Professional Standards Commission signed by RUSSELL JOKI. On or about April 1, 2016 the Complaint was closed due to a finding by the Executive Committee that there was not probable cause to warrant a filing of an administrative complaint.

4. The factual and legal issues involved in this matter are in dispute.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made herein, the PARTIES hereby stipulate and agree as follows:

1. **PAYMENT.** Collectively and in total sum, the insurer of the WEST ADA SCHOOL DISTRICT, RUSSELL JOKI, JULIE MADSEN, TINA DEAN, CAROL SAYLES, members and/or former members of the Board of Trustees of the West Ada School District, in their professional and individual capacities, shall pay to LINDA CLARK the amount of ONE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$160,000.00). This payment is for various claims and contentions of LINDA CLARK and a check for each such contention shall be issued as follows:

- a. A check for ONE HUNDRED THIRTY SIX THOUSAND SEVEN HUNDRED AND NINETY-NINE DOLLARS AND TWENTY-FIVE CENTS (\$136,799.25) shall be made payable to LINDA CLARK for general damages including compensatory damages. LINDA CLARK will be issued a 1099 form for the amount of ONE HUNDRED THIRTY SIX THOUSAND SEVEN HUNDRED AND NINETY-NINE DOLLARS AND TWENTY-FIVE CENTS (\$136,799.25) and said form will list the payment to LINDA CLARK as "other income."
- b. A check for TWENTY THREE THOUSAND TWO HUNDRED DOLLARS AND SEVENTY-FIVE CENTS (\$23,200.75) made payable to Strindberg & Scholnick, LLC client trust account for reimbursement of attorneys' fees and costs.

2. **MUTUAL RELEASE OF CLAIMS.** The PARTIES each agree that the foregoing consideration represents in full all outstanding obligations owed to LINDA CLARK by the released parties. The PARTIES, on behalf of themselves, their indemnitors, executors, agents, servants, representatives, successors, employees and assigns and all other persons, firms or corporations with whom the PARTIES now or may hereafter be affiliated, and any person or persons acting for, by or through them, or on their behalf in any way shall fully, finally and forever release, acquit and discharge each other, including each party's insurers, including Idaho Counties Risk Management (ICRMP), indemnitors, executors, agents, servants, representatives, successors, employees and assigns and all other persons, firms or corporations with whom the PARTIES now or may hereafter be affiliated, and any person or persons acting for, by or through them, or on their behalf in any way, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses and compensation of any nature whatsoever, whether based on a tort, contract, state statute, state or federal Constitution or other theory of recovery, and whether for compensatory or punitive damages, which the PARTIES may have, or which may hereafter accrue or otherwise be acquired on account of the incident, events and alleged tortious acts and/or breaches of contract and/or violation of state statute or federal law (hereinafter "Released Claims") and/or violation of state or federal Constitution, which are the subject matter of the PARTIES dispute, including, without limitation, any and all known or unknown claims for any and all damages, economic and/or non-economic losses, personal injury, and/or expenses and the consequences thereof, which have resulted or may result from the alleged acts or omissions of any party with respect to such Released Claims and all matters alleged in the draft Complaint; claims, counter-claims, and/or defenses that could have been alleged in said Complaint and any responding pleadings/suits; and any other claims arising from LINDA CLARK'S employment and separation from WEST ADA SCHOOL DISTRICT.

3. **SETTLEMENT.** The PARTIES acknowledge and agree that the Release and discharge set forth above is a general release of any and all claims asserted or which could be asserted between the PARTIES in the dispute. The PARTIES expressly waive and assume the risk of any and all claims for damages which exist as of this date with respect to the claims asserted in the dispute, but of which the PARTIES do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the PARTIES' decision to enter into this Release. The PARTIES further agree that the Payment set forth above constitutes a complete compromise of matters involving disputed issues of law and

fact with respect to the claims asserted in the Litigation. The PARTIES assume the risk that the facts or law may be other than either PARTY believes. It is understood and agreed that this settlement is the compromise of disputed claims, and the Payment made is not to be construed as an admission of liability by any PARTY, that the PARTIES deny liability as to each other, and the PARTIES enter this Release merely to avoid imminent and future litigation.

4. **ENTIRE AGREEMENT.** The PARTIES hereby declare and represent that no promise, inducement or agreement not herein expressed has been made by either PARTY to the other, and that this Release contains the entire agreement between the PARTIES, and that the terms of this Release are contractual and not a mere recital.

5. **VOLUNTARY.** The PARTIES represent that they have completely read the terms and conditions of this Release, or that the terms and conditions of this Release have been completely read and explained to the PARTIES by their attorneys, and that each PARTY fully understands this Release and voluntarily accepts and enters into it.

6. **AUTHORITY.** Each PARTY represents and warrants that no other person or entity has, or has had, any interest in the claims, demands, obligations, or Litigation referred to in this Release, except as otherwise set forth herein; that the PARTIES have the sole right and exclusive authority to execute this Release and perform as specified herein; and that neither PARTY has sold, assigned, transferred, conveyed nor otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Release.

7. **AUTHORIZATION TO EXECUTE.** The persons signing this Release on behalf of the PARTIES represent and warrant that they are duly authorized to execute this Release on behalf of the respective PARTIES and to bind the PARTIES to the terms, conditions, provisions, duties, and obligations set forth in this Release. This Release shall be binding upon the heirs, successors and assigns of the PARTIES, and no promise, inducement, or agreement not herein expressed has been made to the undersigned.

8. **COOPERATE.** The PARTIES agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release.

9. **GOVERNING LAW.** This Release shall be deemed to have been executed and delivered within the State of Idaho, and the rights and obligations of PARTIES hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Idaho; provided, however, that to the extent that Idaho law on the choice of law would dictate application of another state's law, the expressed intent of the PARTIES to apply substantive Idaho law to the determination of the dispute shall prevail.

10. **SEVERABILITY.** If any provision of this Release or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Release that can be given effect without the invalid provision or application and, to this end, the provisions of this Release are declared to be severable.

11. **AMENDMENT.** This Release may not be modified orally, and may only be modified by a written document signed by the PARTIES. Any attempt to modify this Release in the absence of a written document signed by the PARTIES shall be void and of no effect.

12. EXECUTION IN COUNTERPARTS. This Release may be executed in counterparts, and each counterpart, once executed, shall have the efficacy of a signed original. True and correct copies of signed counterparts may be used in place of the originals for any purpose.

13. PARAGRAPH HEADINGS. Paragraph headings in this Release are provided solely for the convenience of the PARTIES and shall not be construed as affecting the rights or the obligations of the PARTIES under this Release.

14. ARM'S LENGTH/GOOD FAITH AGREEMENT. The PARTIES acknowledge and agree that this Release reflects an arm's length resolution of the litigated dispute between PARTIES and was mutually drafted and entered into freely by the PARTIES with advice of counsel. In the event that any ambiguity is found to exist in any provision of this Release, such ambiguity is not to be construed by any doctrine calling for the construction of ambiguities against the drafter of the document.

15. FUTURE COSTS AND FEES. In the event that any legal proceeding or action of any sort occurs arising out of or related to the terms of this Release or to enforce the terms of this Release, the prevailing party therein shall be entitled to an award, in addition to its damages, of reasonable attorney fees, costs, and expenses relating to such dispute.

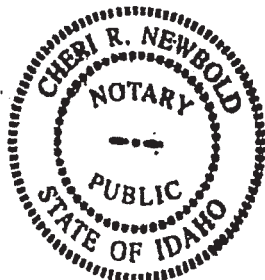
IN WITNESS WHEREOF, the PARTIES, by their duly authorized representatives, have read the foregoing and understand it, and affix their signatures hereto as of the Effective Date.

Mary Ann Ranells
Dr. Mary Ann Ranells
Superintendent of Schools
West Ada School District

STATE OF Idaho)
County of Ada) ss.

On this 22 day of April, 2016, before me, a Notary Public for the State of Idaho, personally appeared MARY ANN RANELLS, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she voluntarily executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Cheri R. Newbold
Notary Public for West Ada School District #2
Residing at: 1853 W. Rothlaska Dr. Meridian
My Commission Expires: 2-11-22 ID 83646

Russell Joki

Russell Joki

Former West Ada School Board Trustee West Ada

In his Official and Individual Capacity

*My signature is not an admission of
any wrong doing in law or policy
as a West Ada Trustee.*

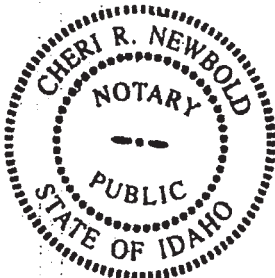
STATE OF)

) ss.

County of Ada)

may 2016
On this 4 day of April, 2016, before me, a Notary Public for the State of Idaho, personally appeared **RUSSELL JOKI**, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she voluntarily executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




Cheri R. Newbold

Notary Public for West Ada

Residing at: 1853 W. Battlesnake Meridian Id

My Commission Expires: 2-11-22

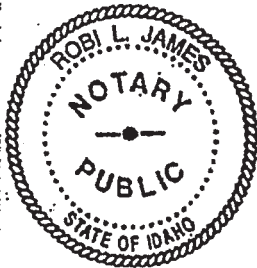
83646


Julie Madsen
Former West Ada School Board Trustee West Ada
In her Official and Individual Capacity

STATE OF)
County of Ada) ss.

On this 3 day of ^{May} ~~April~~, 2015, before me, a Notary Public for the State of Idaho, personally appeared JULIE MADSEN, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she voluntarily executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.





Notary Public for Borise, Idaho
Residing at: Borise
My Commission Expires: 2/20/2019

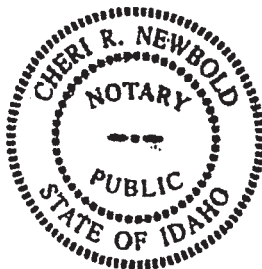
*MY SIGNATURE ABOVE REFLECTS THE UNDERSTANDING THAT 100% OF THE FUNDS PAID IN ACCORDANCE WITH THIS AGREEMENT WILL BE PAID BY ICRMP, WHO INDEPENDENTLY DEVELOPED THE DOCUMENT WITH LINDA CLARK'S COUNSEL. I WAS NOT CONSULTED PRIOR TO ITS DEVELOPMENT AND ADAMANTLY DENY ANY ALLEGATIONS CONTAINED HEREIN.

Tina Dean
Tina Dean
West Ada School Board Trustee West Ada
In her Official and Individual Capacity

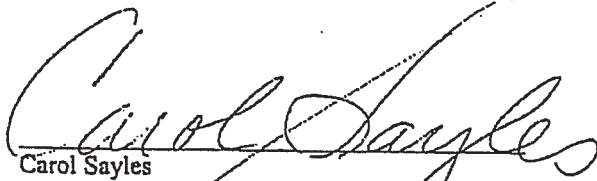
STATE OF Idaho)
) ss.
County of Ada)

On this 19 day of April, 2016, before me, a Notary Public for the State of Idaho, personally appeared TINA DEAN, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she voluntarily executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



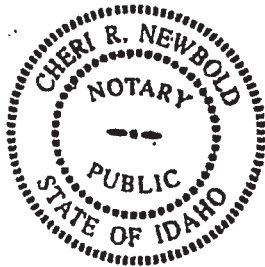
Cheri R. Newbold
Notary Public for WEST Ada School District
Residing at: 1853 W. Battlesnake Meridian ID
My Commission Expires: 2-11-2022 83646



Carol Sayles
West Ada School Board Trustee West Ada
In her Official and Individual Capacity

STATE OF Idaho)
County of Ada) ss.

On this 26 day of April, 2016, before me, a Notary Public for the State of Idaho, personally appeared CAROL SAYLES, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she voluntarily executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



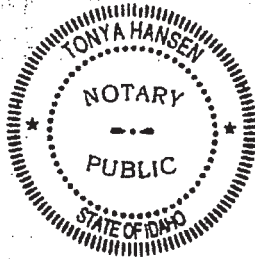

Notary Public for West Ada
Residing at: 1853 W. Rathlesnake Dr. Meridian
My Commission Expires: 7-11-22 Idaho
83646

Linda Clark
Linda Clark

STATE OF IDAHO)
County of Ada) ss.

On this 3rd day of May 2016, before me, a Notary Public for the State of Idaho, personally appeared **LINDA CLARK**, known or identified to me to be the person whose name is subscribed to the within and foregoing instrument, and acknowledged to me that she voluntarily executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Tonya Hansen
Notary Public for Idaho
Residing at: Patina + Idaho
My Commission Expires: 12-3-18