

AGREEMENT

This Agreement is made and entered into this 14 day of January, 1998, between DAVID HAYASHI (hereinafter referred to as "Hayashi") and HIGHLINE SCHOOL DISTRICT (hereinafter referred to as "the District").

Recitals

A. Hayashi was employed by the District as a teacher and coach, until his resignation effective August 31, 1998.

B. This Agreement arises from allegations that resulted in Hayashi's suspension with pay on October 14, 1997.

C. In order to resolve all issues regarding Hayashi's employment with the District, and to avoid the cost, time, and uncertainty of litigation, including a hearing pursuant to RCW 28A.405.310, the parties have reached the agreement set forth below.

Agreement

In consideration of the mutual promises and covenants contained in this Agreement, all parties agree as follows:

1. Irrevocable Resignation. Contemporaneous with the execution of this Agreement, Hayashi shall deliver to the District his written, irrevocable resignation, effective August 31, 1998. A copy of the resignation letter is attached hereto as Exhibit A. Execution of this Agreement by the District will constitute acceptance of Hayashi's resignation.

2. Payment. Hayashi shall remain on paid leave of absence until the effective date of his resignation, August 31, 1998. Hayashi will not be reissued a new contract for any period beyond the 1997-1998 school year, and the effective date of his resignation is understood and intended to coincide with the last day he would be paid under the current contract for the current school year. The District shall continue those benefits which Hayashi is entitled to receive during a paid administrative leave (including insurance and retirement benefits) through August 31, 1998.

If Hayashi becomes employed by another public school district in Washington before August 31, 1998, then the District's obligation to pay salary and benefits as described shall cease at that time. Hayashi shall immediately notify the District if he becomes employed by another

public school district in Washington before August 31, 1998.

3. Release of Hayashi's Claims. It is the intent of the parties that this Agreement shall resolve all of Hayashi's claims against the District. Hayashi hereby agrees to fully and completely release the District, its Board of Directors, employees and agents from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, presently known or unknown, suspected or unsuspected, that arise, have arisen, or which shall arise hereafter, for acts through the date of this Agreement in connection with his employment with the Highline School District, and the termination thereof.

4. Release of the District's Claims. It is the intent of the parties that this Agreement shall also resolve all of the District's claims against Hayashi. The District hereby agrees to fully and completely release Hayashi from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, presently known or unknown, suspected or unsuspected, that arise, have arisen, or which shall arise hereafter, for acts through the date of this Agreement in connection with Hayashi's employment with the Highline School District, and the termination thereof.

5. Confidentiality. Hayashi and the District understand and agree that the terms of this Settlement Agreement will be kept confidential. The parties will not disclose the terms to any other person or party (except their immediate family, accountants and attorneys) unless required by law. All individuals will be told by the parties, if asked about the resolution of these claims, only that the matter was resolved to the satisfaction of all parties and that Hayashi resigned his employment with the District. Hayashi and the District agree that this non-disclosure covenant is subject to any legal process which may require the disclosure of any or all of the terms of this Agreement. Legal process shall include but not be limited to disclosure under the state or federal rules of discovery, and pursuant to the federal or state public records statutes. The District shall give no less than 10 days notice of the disclosure of documents concerning Hayashi to third parties, as provided in RCW 42.17.320, by sending notice to the office of his attorneys, Van Sicken & Stocks.

For the purpose of this confidentiality section, the District shall be defined as, and consist of the following individuals or job titles: Superintendent; Assistant Superintendent, Principal of Highline High School; Assistant Principal of Highline High School, and Director of Human Resources.

6. Employment Reference. In response to a general request regarding Hayashi's employment with the Highline School District, all reference requests received by the Principal and/or Assistant Principal(s) of Highline High School shall be referred to the Director of Human Resources, who shall provide Hayashi's dates of employment, positions held, and the effective date of his resignation. Notwithstanding the foregoing, the Director of Human Resources shall not be restricted from answering, in a truthful manner, unsolicited questions concerning Hayashi and shall not be required to omit a material fact in a recommendation requested by a third party.

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If questioned regarding Hayashi's performance evaluations, the District shall advise that his job performance evaluations through 1996-1997 were satisfactory.

7. Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the state of Washington.

8. Construction of Agreement. This Agreement was negotiated by the parties, with assistance of counsel for both parties. In the event a question arises regarding the meaning or intent of the Agreement, or any of its provisions, the language of this Agreement shall not be construed against any party.

9. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto with respect to the subject matter hereof and may not be amended or modified except in writing signed by all parties.



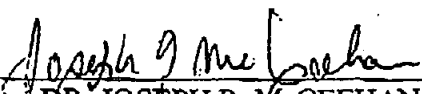
DAVID HAYASHI

Dated: 1/14/98

JOHN S. STOCKS, Attorney for
David Hayashi

Dated: _____

HIGHLINE SCHOOL DISTRICT

By: 

DR. JOSEPH R. MCGEEHAN
Superintendent

Dated: 1/14/98



DAVID T. HOKIT, Attorney for
Highline School District

Dated: 1/14/98