

SETTLEMENT AGREEMENT
between
WASHINGTON STATE UNIVERSITY
and
JOHN E. LUCIER

I. PARTIES AND PURPOSE

This agreement (AGREEMENT) is between Washington State University (WSU) and John E. Lucier (EMPLOYEE). EMPLOYEE is employed as Associate Athletic Director, Compliance, an Administrative Professional position in the Department of Athletics. The parties agree that EMPLOYEE shall completely separate from his position effective close of business April 7, 2017, subject to the conditions set forth below. This AGREEMENT provides the terms of that separation. It also provides for a complete release of any and all claims that EMPLOYEE has or may have relating to his employment relationship with WSU, as well as a release of EMPLOYEE from any contractual employment obligations to WSU.

This AGREEMENT sets forth the agreed resolution of all matters arising from EMPLOYEE's entire relationship, employment or otherwise, with WSU.

II. CONSIDERATION AND COVENANT


This AGREEMENT is made in consideration of the mutual covenants set forth in this AGREEMENT. EMPLOYEE and WSU agree to the following terms, conditions, and mutual considerations:

- A. **Obligations of WSU.** In consideration for the promises and obligations of EMPLOYEE, WSU agrees:
1. To accept EMPLOYEE's resignation effective close of business April 7, 2017, subject to the terms and conditions set forth herein;
 2. To pay EMPLOYEE thirty-one thousand five hundred twenty-nine dollars (\$31,529) in consideration for the purchase of EMPLOYEE's contractual notice period and the agreements and releases set forth herein; payment shall be made on or about April 25, 2017;
 3. To pay EMPLOYEE for any accrued annual leave remaining after the last date of employment, in accordance with WSU policies;
 4. The payments in paragraphs II.A.2 and II.A.3 shall be subject to standard withholding applicable to salary payments for EMPLOYEE's position; and
 5. Requests for information regarding EMPLOYEE that are directed to the Athletic Director, Deputy Athletic Directors, or Senior Associate Athletic Directors shall be referred to WSU's Human Resource Services (HRS),

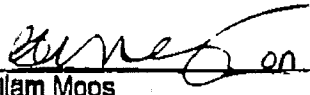
or may have as of this date under the Age Discrimination in Employment Act (ADEA), pursuant to 29 U.S.C. § 626 and other applicable law, as well as the Washington Law Against Discrimination (WLAD), RCW 49.60; the ADEA and WLAD forbid discrimination in employment practices on the basis of age against certain individuals age 40 and above; EMPLOYEE received a draft of this AGREEMENT no later than March 16, 2017, and acknowledges such by his signature on this AGREEMENT; EMPLOYEE acknowledges that he has been advised in writing to consult with an attorney prior to executing this AGREEMENT and has done so to his satisfaction; EMPLOYEE has had at least twenty-one (21) days to consider this AGREEMENT after receiving the initial draft before executing the AGREEMENT, and the parties agree that changes, whether material or immaterial, shall not restart the running of the twenty-one (21) day period; EMPLOYEE will have seven (7) days after EMPLOYEE's execution to revoke the AGREEMENT by written notice delivered to Anne McCoy, Senior Associate Athletic Director, and still maintain WSU employment unless otherwise notified of discontinuation or termination; and

7. WSU will not contest any claims for unemployment benefits filed by EMPLOYEE.
- C. **Denial of Wrongdoing.** By entering into this AGREEMENT, neither party admits any violation of any duty, contract, order, rule, or law. The negotiation of this AGREEMENT shall not be admissible in any proceeding as to any kind of acknowledgment or admission of such a violation, wrongdoing, or negligence.
- D. **No Representation by WSU.** EMPLOYEE has been advised to consult a personal attorney, financial adviser(s), and/or other adviser(s) for advice as to retirement benefits, taxes, and other consequences of this AGREEMENT. EMPLOYEE has done so to his satisfaction. WSU makes no representations and has provided no advice in regard to any consequences of this AGREEMENT and EMPLOYEE confirms this by signature on this document.
- E. **EMPLOYEE's Request and Negotiations.** EMPLOYEE has asked to take advantage of this AGREEMENT, with the understanding that it is made available and negotiated on an individual, case-by-case basis.
- F. **Payments and Consequences—Including Tax and Retirement.** Both parties recognize that any payment made under this AGREEMENT is, according to Internal Revenue Service (IRS) rulings, subject to standard withholdings. Therefore, WSU will withhold applicable withholding and contributions when making payments to EMPLOYEE and also will contribute the appropriate amount itself for its shares as applicable. EMPLOYEE specifically agrees to waive any and all future payments or obligations that WSU has or may have to make in EMPLOYEE's retirement program beyond the effective date of separation from

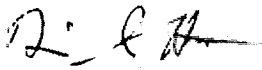
WSU:
Accepted By:


Daniel J. Bernardo, Provost and
Executive Vice President
Date: 4/5/17

Recommended By:

 on behalf of:
William Moos
Director of Athletics
Date: 4/6/17

Approved As To Form By:


Danielle Hess, Sr. Asst. Atty. General
Attorney for WSU
Date: 4/5/2017

which shall provide title, salary, and dates of employment only, and no additional information shall be provided absent the written authorization of EMPLOYEE or as required by law; however, upon receipt of a written request to the Athletic Director from EMPLOYEE or a prospective employer of EMPLOYEE, the Athletic Director shall provide the letter of recommendation attached as **Exhibit A**; any request to the Athletic Director for additional information shall be referred to HRS, which shall provide title, salary, and dates of employment only, and no additional information will be provided, except as required by law; this obligation shall expire after two (2) years from the date of execution of this AGREEMENT.

B. EMPLOYEE's Obligations. In consideration for the promises and obligations of WSU, EMPLOYEE agrees:

1. To release any claim as set forth herein and by signature on this document to voluntarily and irrevocably resign from employment at WSU effective close of business April 7, 2017;
2. To waive and disclaim all WSU retirement incentives and arrangements, other than the incentives and arrangements set forth in this AGREEMENT; this is not a waiver of EMPLOYEE's retirement benefits/rights with respect to contributions made by him or on his behalf through the effective date of resignation;
3. To return all WSU property and to vacate his assigned office and remove all personal property no later than April 7, 2017;
4. To neither apply for nor accept employment from WSU in any capacity at any time in the future;
5. That EMPLOYEE, his heirs, assigns, or other successors in interest waive and release each and every claim and right which he has or may have as of the date of this AGREEMENT against WSU, the State of Washington, and/or any officer, employee, student, or agent of any of them, including but not limited to any claim based upon wrongful discharge, breach of contract, defamation, invasion of privacy, payment of wages, alleged retaliation, discrimination, or harassment of any kind, any requests for public records, and any other claims arising in tort or in contract; this waiver and release specifically includes but is not limited to any claim or right that may be supported by mistakes of fact discovered after the date of this AGREEMENT; this waiver and release further includes any claims or complaints filed with any state or federal administrative agency and any internal WSU appeals, which EMPLOYEE hereby withdraws by his signature on this AGREEMENT;
6. Release of age discrimination claims--EMPLOYEE hereby WAIVES AND RELEASES any and all rights and claims which EMPLOYEE has

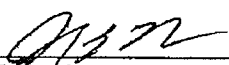
employment at WSU. EMPLOYEE is wholly responsible for any attorney fees, costs, or other expenses incurred by EMPLOYEE.

- G. **Changes/Modifications.** No modification or waiver of this AGREEMENT shall be valid or binding unless executed in writing and signed by EMPLOYEE and the WSU President or his designee.
- H. **Voluntary Agreement.** EMPLOYEE acknowledges and agrees that EMPLOYEE's signing of this AGREEMENT is a knowing and voluntary act, after careful reading and consideration of all of its terms and after being encouraged to consult an attorney, and that such execution signifies full understanding and acceptance of all of the AGREEMENT's terms and conditions. **EMPLOYEE understands that THIS IS A FINAL RELEASE OF ALL CLAIMS.** This AGREEMENT shall be binding on each of the parties and their heirs, successors, assigns, and legal representatives.
- I. **Entire Agreement.** This AGREEMENT constitutes the entire agreement between the parties as to its subject matter and supersedes any and all other agreements, understandings, negotiations, and discussions, oral or written, express or implied. The parties agree that no other representations, inducements, promises, agreements, or warranties relating to this AGREEMENT, oral or otherwise, have been made to or by them.


III. SIGNATURES

I agree to the above AGREEMENT with all of its terms and conditions:

EMPLOYEE:



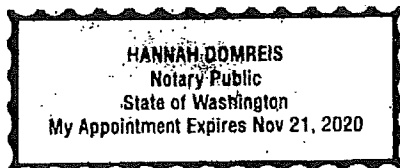
 John E. Lucier
 Date: 4/5/17




 Attorney for Employee (if any)
 Date: 4/5/17

State of Washington)
 County of Whitman) ss.

Signed and sworn to before me this 5th day of April, 2017, by John E. Lucier.




 Printed Name: Hannah Domreis
 Notary Public -- State of Washington
 My appointment expires: 11-21-20