

SETTLEMENT AGREEMENT, MUTUAL RELEASE
AND RETURN TO WORK AGREEMENT

This Settlement Agreement, Mutual Release and Return to Work (“**Agreement**”) is made by and among the Tacoma Education Association (“**TEA**”), and the Tacoma School District #10 (“**District**”) (collectively, herein after “**the Parties**”), in order to resolve *Tacoma School District No. 10 v. WEA-Tacoma et al*, Cause No. 11-2-13530-1, Pierce County Superior Court and *Tacoma Education Association v. Tacoma School District*, Case No. 75 390 L 00201 11 CEPO, a grievance before the American Arbitration Association related to the displacement of nonsupervisory certificated staff, and in accordance with the Collective Bargaining Agreement to be entered into by both Parties with respect to the terms and conditions of employment for nonsupervisory certificated staff to be in force until August 31, 2014 (herein after, the “**CBA**”).

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The current strike by TEA and its affiliates and unit members will cease immediately.

2. The District will move to voluntarily dismiss *Tacoma School District No. 10 v. WEA-Tacoma et al*, Cause No. 11-2-13530-1 with prejudice within five (5) court days of the execution of this Agreement and will strike the Preliminary Injunction hearing set for September 27, 2011. Further, the District will not oppose any motion by TEA or any defendant to that action to strike the Show Cause and Contempt Proceedings that have been set for September 27, 2011 nor will the District ask for any additional Show Cause and Contempt Proceedings to be scheduled. TEA will move to voluntarily dismiss all counterclaims filed in *Tacoma School District No. 10 v. WEA-Tacoma et al*, Cause No. 11-2-13530-1 with prejudice within five (5) court days of the execution of this Agreement. Both Parties will bear their own costs and attorneys fees associated with *Tacoma School District No. 10 v. WEA-Tacoma et al*, Cause No. 11-2-13530-1.

3. TEA will move to voluntarily dismiss *Tacoma Education Association v. Tacoma School District*, Case No. 75 390 L 00201 11 CEPO with prejudice within five (5) court days of the execution of this Agreement and any other actions in any venue relating in any way to matters in bargaining and impasse resolution proceedings between the Parties. TEA will further not pursue any action in any venue related to the displacement of nonsupervisory certificated staff for any displacement that occurred before the date of execution of this Agreement. Both Parties will bear their own costs and attorneys fees associated with *Tacoma Education Association v. Tacoma School District*, Case No. 75 390 L 00201 11 CEPO.

4. Both Parties agree that the voluntary dismissals of *Tacoma School District No. 10 v. WEA-Tacoma et al*, Cause No. 11-2-13530-1 and *Tacoma Education Association v. Tacoma School District*, Case No. 75 390 L 00201 11 CEPO do not constitute admissions of liability or wrongdoing by either Party with respect to either action.

5. The CBA reflects the result of both Parties' efforts to bargain in good faith and to mutually resolve disputes

6. The Parties have agreed to a revised 2011-2012 school year calendar.

7. It is the Parties' mutual intent that the disputes associated with the negotiation of the CBA be disposed of and resolved by this Agreement. As such, it is mutually agreed by the Parties that each releases and holds harmless one another, including their employees, administrators, members, attorneys and any other associated persons from any and all claims that could have been asserted in relation to *Tacoma School District No. 10 v. WEA-Tacoma et al*, Cause No. 11-2-13530-1 and *Tacoma Education Association v. Tacoma School District*, Case No. 75 390 L 00201 11 CEPO, or that could have been or may be asserted in relation to actions associated with either *Tacoma School District No. 10 v. WEA-Tacoma et al*, Cause No. 11-2-13530-1 and *Tacoma Education Association v. Tacoma School District*, Case No. 75 390 L 00201 11 CEPO to the date of this Agreement. Further, both Parties agree that they will not file any action or charge in any venue, including but not limited to any action before the Public Employee Relations Commission, the Pierce County Superior Court, or the United States District Court for the Western District of Washington that is in any way related to the negotiation and ratification of the CBA to the date of this Agreement. This includes, but is not limited to, any claim, action, or charge alleging that the other Party bargained in bad faith or engaged in an unfair labor practice with respect to the negotiations of the CBA.

8. Both Parties are committed to restoring the relationship between the Parties as well as the relationships between and among the District and its staff and the relationships among District staff. To that end, the Parties, as well as their respective directors and officers will refrain from publically criticizing the leadership of the other Party with respect to the Parties the negotiation of the CBA or any event materially related to the negotiation of the CBA. This specifically precludes TEA from authorizing, organizing, or otherwise encouraging its membership to take a "no confidence vote" or other similar membership referendum on the leadership of the District with respect to the negotiations of the CBA or any event materially related to the negotiation of the CBA. Additionally, the Parties also agree that neither they nor their respective directors and officers will publicly criticize the bargaining team of the other Party.

9. Effective September 21, 2011, for reasons related to the strike, the TEA, its officers, agents, representatives, members, and employees shall not harass, discriminate against, or take reprisal against any District administrator (personally or professionally); any member of the Board of Directors or a member's dependent(s); any certificated or classified employee choosing not to support or participate in the strike; any substitute employee or regularly contracted employee; or any classified employee reporting to work during the period of the strike. No reference to any employee's participation or nonparticipation in the strike shall be made in any regular or special evaluation of said employee. No reference to any employee's participation or nonparticipation in the strike shall be recorded in any official personnel file of any such employee. No employee shall be disciplined by any District official or agent because of his/her participation in or support of the strike or strike related activities during the strike period beginning September 13, 2011 through September 21, 2011.

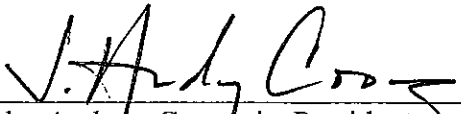
10. This Agreement sets forth the entire understanding by and among TEA and the District, and supersedes any prior Agreements or understandings, express or implied, pertaining to the matters referenced herein. The Parties expressly acknowledge that there are no oral or written collateral agreements, understandings, or representations between the parties other than as contained in this Agreement.

11. Both Parties may institute an action to specifically enforce any term or term of this Agreement. The provisions of this Agreement are severable, and if any part is found to be unlawful or unenforceable, the other provisions of this Agreement shall remain fully valid and enforceable to the maximum extent consistent with applicable law. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

12. This Agreement shall be governed and conformed in accordance with the laws of the State of Washington; except that parol evidence shall not be admissible to alter, vary or amend the terms of this agreement even where such evidence is allowed under the common law of the State of Washington. The Parties have agreed to engage in binding arbitration to resolve any dispute that arises under this Agreement. The Parties agree to use one of the following three individuals to serve as the arbitrator for such a dispute: Robert Alsdorf, Robert Doran, or Daniel Berschauer. Should none of these three individuals be available to serve as the arbitrator, the Parties agree to mutually select another retired judge from the State of Washington to serve as the arbitrator. The Parties may also attempt to resolve any dispute informally.

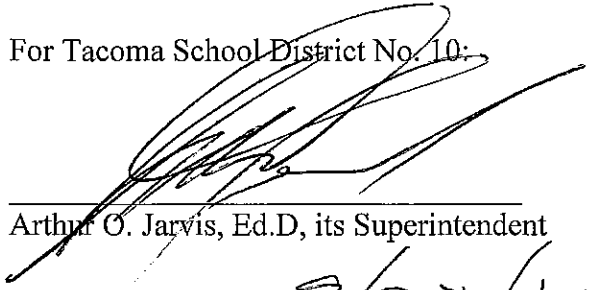
13. Except as specifically provided and expressly deemed controlling in this Agreement, this Agreement does not affect the ongoing legal processes of bargaining and impasse resolution under Washington law.

For the Tacoma Education Association:



John Andrew Coons, its President

For Tacoma School District No. 10:



Arthur O. Jarvis, Ed.D, its Superintendent
9/24/11