



Mason Conservation District
450 W. Business Park Road • Shelton, WA 98584
Phone: (360) 427-9436 • FAX: (360) 427-4396

SEPARATION AGREEMENT

This Separation Agreement (“Agreement”) is entered into between Amy Hatch-Winecka (“Employee”) and Mason Conservation District (“MCD” or “Employer”). Employee and Employer are collectively referred to as the parties. This Agreement is effective on the eighth day following Employee’s signing of this Agreement.

Employee was hired to work for the Mason Conservation District (MCD) as the Lead Entity Coordinator beginning June 16, 2001. The parties agree that it is in the best interest of the MCD and the Employee that the Employee is separated from employment. The parties have agreed to enter into this Agreement to memorialize the terms of Employee’s separation from employment.

In consideration of the following mutual covenants and agreements, the parties agree:

1.0 Separation of Employment. Employee’s employment with the MCD will terminate at the close of business on March 15, 2016 (“Separation Date”). The parties agree that Employee has not engaged in disqualifying misconduct as that term is defined by the Employment Security Department.

2.0 Consideration. In consideration of this release and other obligations under this Agreement, the parties agree to the following as of the effective date of this Agreement:

2.1 Employer agrees to pay Employee severance at a rate equal to the monthly salary she was earning on February 29, 2016 for the period March 16, 2016 through and including April 15, 2016, less standard authorized deductions. If Employee has not breached this Agreement, severance will be paid on Employer’s first customary pay date occurring more than fourteen (14) days after the signing of this Agreement. The parties acknowledge that the Employer has no obligation to pay severance, and that the severance payment constitutes compensation in addition to any compensation to which the Employee is already entitled. Employee understands that should she elect not to sign this Agreement, she will not receive any severance pay.

2.2 Employee will deliver all district property that is not physically at the district office, including but not limited to: key to office, all WRIA 14 Lead Entity documents and records, equipment, and any other property of the district to the District Manager. All items must be provided to the District Manager prior to receipt of any severance pay.

2.3 Employee will continue to participate in the Employer sponsored medical plan at Employer's expense through and including April 30, 2016. After April 30, 2016, Employee will be eligible for COBRA coverage at Employee's own expense to the extent allowed by law.

2.4 The parties agree that Employee shall also be compensated for all accrued but unused Annual Leave, less standard authorized state and federal deductions, in accordance with the Employer's customary policy as set forth in the MCD Employee Handbook. Employee will not accrue any additional paid time off after March 15, 2016.

2.5 Employer will not make any further contributions to the SIMPLE IRA retirement plan beyond wages earned through March 15, 2016.

3.0 Release and Discharge.

3.1 In exchange for the consideration set forth in Section 2.0, Employee hereby completely releases and discharges Employer of and from any and all past, present and/or future claims, demands, obligations, actions, causes of action, rights, covenants, contracts, agreements, judgment, debts, liability, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, including claims for contribution, which Employee now has, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, any and all known or unknown claims that in any way relate to or are connected with or arise directly or indirectly out of the employment of Employee or the termination of that employment.

The claims released and discharged by Employee further include, but are not limited to, claims, demands, grievances or actions with respect to harassment, discrimination, retaliation, constructive or wrongful discharge and claims that may be asserted under any federal, state or local law, regulation, ordinance or decision concerning employment, discrimination or harassment in employment or termination employment; including without limitation:

- a. The Washington Fair Employment Statutes, RCW 9.91.010 et seq., RCW 49.60.010 et seq., RCW 49.60.180;
- b. Title VII of the Civil Rights Act of 1964, as amended;
- c. The Rehabilitation Act of 1973, as amended;
- d. The Americans with Disabilities Act, as amended;
- e. The Washington Administrative Code section 162.04 et seq.;
- f. The Age Discrimination in Employment Act, as amended;
- g. The Employee Retirement Income Security Act of 1974, as amended;
- h. The Older Worker's Benefit Protection Act, as amended;
- i. The Washington state Age Discrimination statutes, RCW 49.44.090 and RCW 49.60.205.

The claims released and discharged by Employee also include, but are not limited to, any claim that Employer breached any contract, express or implied, with Employee, any claims arising from any statements (written or oral) made or distributed or published by Employer and/or any and all of the other individuals or entities released herein or any claims that Employer

made any misrepresentations to Employee, defamed Employee in any manner, discharged Employee in violation of public policy, or acted wrongfully in any way toward Employee.

The claims released and discharged by Employee also include, but are not limited to, any claim relating in any manner to personal injuries, emotional distress, wages, overtime, commissions, bonus, incentives, fringe benefits, medical, hospitalization, life, disability or other insurance benefits, pension or other retirement benefits, separation or severance benefits or any other form of compensation, except as provided in Section 2.0, and any claims to attorney's fees, reinstatement or rehire.

The claims released and discharged by Employee apply to any fact or circumstance or any claim, demand, action, grievance, liability or cause of action of any kind whatsoever now existing or occurring up to and including the date of the execution by Employee of the Agreement.

4.0 Confidentiality Agreement.

Employee agrees to keep the existence of this Agreement and the amount of severance paid confidential. Employee agrees not to disclose the terms of this Agreement to anyone other than her spouse, legal advisor and tax advisor.

This paragraph shall not apply in the event any party is subject to compulsory process such as a subpoena. However, both parties acknowledge that the Employer, MCD, is subject to the Public Records Act and may be required to disclose this Agreement.

5.0 No Other Claims.

As a further consideration and inducement for this Agreement, Employee agrees and represents that she has not filed or otherwise pursued any charges, complaints, or claims of any nature with any local or federal government or agency or court with respect to any matter covered by this Agreement, and, to the extent permitted by law, she will not do so in the future. If any government agency or court assumes jurisdiction of any charge, complaint, cause of action or claim covered by this Agreement against Employer or others released hereby on behalf of or related to Employee, she will take such actions to insure that such agency or court withdraws from and/or dismisses the matter with prejudice, including but not limited to, requesting such action by such agency or court, and she will not participate or cooperate in such matters except as required by law or as specified in this Agreement. Nothing in this Agreement shall be deemed to preclude Employee from submitting a claim for unemployment compensation benefits. If Claimant is unable to preclude a charge or claim on her behalf, she agrees that she will not seek or accept any personal relief, including but not limited to an award of monetary damages or reinstatement to employment, in connection with such a charge or claims.

6.0 References/Future Employment with MCD

The parties agree that the MCD will provide Employee with a neutral letter of reference including dates of employment and positions held and respond to inquiries from potential employers in a manner consistent with the letter of reference. A copy of the agreed reference

letter is attached as Exhibit A. Employee agrees not to apply for employment with the MCD in the future.

7.0 Right to Review and Consult With and Attorney.

Employee acknowledges that she has read this complete Agreement and that she has been advised to seek the advice of an attorney before executing this Agreement.

8.0 Time to Sign Agreement.

Employee acknowledges that she has been given twenty-one (21) days to consider this Agreement and that she understands she has the right to revoke within seven (7) days after signing this Agreement as required by the Older Worker's Benefit Protection Act. To revoke this Agreement, Employee understands she must deliver the revocation in person or by mail postmarked within the seven (7) day period, to John Bolender, District Manager, MCD, 450 W Business Park Rd., Shelton, WA 98584. This Agreement may not be revoked after the seven (7) day period.

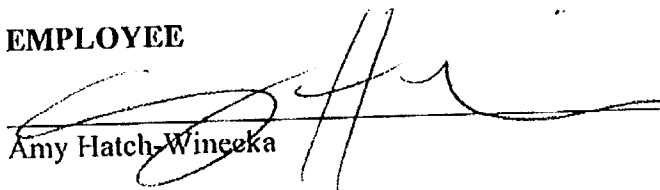
9.0 Governing Law.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. Venue and jurisdiction shall lie in Superior Court in and for Mason County, Washington and each party waives the right to change of venue. The substantially prevailing party in any litigation arising out of this Agreement shall be entitled to an award of reasonable attorney's fees and costs.

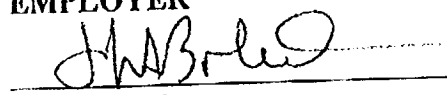
10.0 Entire Agreement and Successors in Interest.

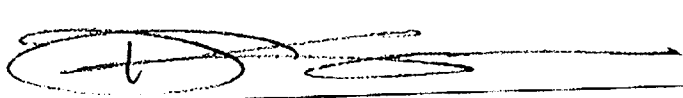
This Agreement contains the entire agreement between Employee and Employer with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.

EMPLOYEE


Amy Hatch-Winceka
Date 3-31-16

EMPLOYER


John Bolender
District Manager, Mason Conservation District
Date 4/5/16


Date 4/5/2016
David Mackey, Chair, Mason Conservation District