

## SETTLEMENT AND RELEASE AGREEMENT

This **SETTLEMENT AND RELEASE AGREEMENT** ("Agreement") is entered into by and between **CENTRAL WASHINGTON UNIVERSITY** ("CWU") and **MATHEW MANWELLER**, a CWU faculty member ("Faculty Member"). This Agreement is intended to settle and resolve any actual or potential disputes or claims that may arise from or relate to the matters described in the recitals hereof.

**1. Recitals.** CWU and Faculty Member mutually acknowledge the existence of certain disputed issues as between the parties relating to reported student concerns, as well as the potential for continued litigation of same. The parties, mutually desiring to avoid the costs and burdens of further litigation, and without either party admitting any wrongdoing, therefore hereby agree to settle and resolve their differences for and in consideration of the mutual covenants hereof.

### **2. Attorney Fees.**

**2.1** CWU, for its part, will issue a check for accrued attorney fees in the amount of fifteen thousand dollars (\$15,000) payable on Faculty Member's behalf to Faculty Member's attorney of record, Douglas W. Nicholson of the firm of Lathrop, Winbauer.

**2.2** Such payment shall be Faculty Member's sole and complete consideration from CWU in return for Faculty Member's release of claims against CWU with respect to any actual or potential disputed matters referenced in Paragraph 1 above. Faculty Member shall not be entitled to recover, and agrees to waive, any monetary award or recovery against CWU related to any released claim.

### **3. Release of Claims.**

**3.1** Faculty Member agrees not to file any internal grievance or any complaint, charge, or lawsuit in any court wherein there is any allegation of wrongdoing on the part of CWU or its authorized representatives with respect to any claim or cause of action of any type existing as of the effective date of this Agreement and arising from or in connection with the disputed matters referenced in Paragraph 1 above.

**3.2** Faculty Member knowingly, voluntarily, and irrevocably **WAIVES AND RELEASES** each and every claim and right of any kind that Faculty Member as of the effective date of this Agreement has against CWU or any of its authorized representatives that may arise from or in connection with the matters referenced in Paragraph 1 above. The claims and rights thus waived and released by Faculty Member include, **but are not limited to**, every claim and right arising in tort or under any contract, including any individual employment contract or collective bargaining agreement, or under any statute, specifically including but not limited to every claim under the Public Records Act, RCW 42.56. Faculty Member acknowledges that without this waiver and release of claims against CWU, Faculty Member would not be entitled to a substantial part of the consideration received under this Agreement.

**4. Complete Agreement; Modification.** This Agreement constitutes the entire agreement between the parties 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. No modification or waiver of this Agreement shall be valid or binding unless signed in writing by the parties.



**5. Governing Law; Venue; Severability.** This Agreement shall be governed by the laws of the State of Washington. Venue for any dispute under this Agreement shall be in the Kittitas County Superior Court. If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement that can be given effect without the invalid provision, if such remainder is consistent with applicable law and with the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

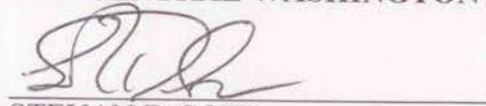
**6. Voluntary Agreement.** THIS IS A VOLUNTARY SETTLEMENT AGREEMENT AND FINAL RELEASE OF CLAIMS. Faculty Member acknowledges the receipt of this Agreement in substantially similar form on or about **October 14, 2014**, and was thereby advised in writing of the right to consult with an attorney or other advisors. Faculty Member agrees that Faculty Member has been given a satisfactory period to consider this Agreement before signing it. **Faculty Member represents and agrees that Faculty Member is entering into this Agreement knowingly and voluntarily.**

**FOR FACULTY MEMBER:**

  
\_\_\_\_\_  
MATHEW MANWELLER

10/20/14  
DATE

**FOR CENTRAL WASHINGTON UNIVERSITY:**

  
\_\_\_\_\_  
STEVAN DeSOER  
Chief Human Resources Officer

10/29/2014  
DATE

**APPROVED AS TO FORM:**

Alan Smith, Assistant Attorney General  
10.14.14

Check Date: 11/10/2014

Check No. 469975

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
1202003281	10/20/2014	00619497	15,000.00	0.00	15,000.00

Vendor Number	Name	Total Discounts	TIN
0000034803	LATHROP, WINBAUER, HARREL, SLOTHOWE,	\$0.00	

Check Number	Date	Total Amount	Late Interest	Discounts Taken	Total Paid Amount
469975	11/10/2014	\$15,000.00	0.00		\$15,000.00

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THIS IS WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK



All of us serving you\*

**CENTRAL WASHINGTON UNIVERSITY**

Accounting Office (509) 963-1991  
Student Financial Services (509) 963-3546  
400 E. University Way, Ellensburg, WA 98926

19-10  
1250

CHECK NO.

**469975**

SUBJECT TO CANCELLATION  
(90) NINETY DAYS AFTER DATE

Date 11/10/2014

Pay Amount \$15,000.00\*\*\*

Pay \*\*\*\*FIFTEEN THOUSAND AND XX / 100 DOLLAR\*\*\*\*

To The Order Of LATHROP, WINBAUER, HARREL, SLOTHOWE,  
P.O. BOX 1088  
ELLENSBURG, WA 98926

*George Clark*  
*Chris Hunt*

Authorized Signature

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