

RESIGNATION AGREEMENT AND GENERAL RELEASE

This Resignation Agreement ("Agreement") is entered into by and between the VAL VERDE UNIFIED SCHOOL DISTRICT ("District") and DANIELA ANDRADE ("Employee"), a classified employee of the District (collectively "the Parties").

Where there exists a controversy between the Parties regarding Employee's continued employment with the District; and

Employee desires to resign from her employment and the District desires to accept Employee's resignation.

THEREFORE, IT IS AGREED by and between the Parties as follows:

1. Voluntary Irrevocable Resignation

(a) Employee hereby tenders her voluntary irrevocable resignation effective immediately. Employee's notice of resignation is attached hereto and marked as "Exhibit A" and is incorporated herein by reference. Upon execution of this Agreement, Employee shall also execute the letter of resignation. Employee's resignation is deemed accepted by the Board and/or its designee upon execution of this Agreement.

(b) Employee makes this determination to resign of her own free will and choice. Notwithstanding any other policy or provision, Employee agrees that her resignation shall be, in all respects, effective and binding and not subject to revocation or rescission for any reason except that the resignation shall not be effective if this Agreement is revoked pursuant to paragraph 4(g) herein.

(c) As a result of said resignation, Employee understands and agrees that she has no right to employment with the District after the effective date of her resignation, and Employee shall not ever seek employment of any kind with the District in the future. If employment is ever sought, the District shall summarily reject the application based on this Agreement.

(d) Employee agrees to immediately return all equipment, keys, books, records, and any and all other District property which may be in Employee's possession.

2. Consideration

(a) In consideration of the promises and representations contained herein, the District shall discontinue any effort or procedure to effect Employee's dismissal from employment and shall accept Employee's resignation in lieu thereof.

(b) In further consideration of the promises and representations contained herein, Employee shall be paid a lump sum of thirty two thousand dollars (\$32,000.00). This payment constitutes employee earnings and as such shall be subject to all normal salary withholdings, including those for federal, state, and/or local taxes. Employee shall notify the District within seven (7) days of her execution of this Agreement of any desired changes in such withholdings or contributions.

(c) Upon Employee's termination from employment, Employee's vacation accrual of 130.25 hours shall be paid in one lump sum of two thousand, nine hundred eighty four dollars and eighty one cents (\$2,984.81). This payment constitutes employee earnings and as such shall be subject to all normal salary withholdings, including those for federal, state, and/or local taxes. Employee shall notify the District within seven (7) days of her execution of this Agreement of any desired changes in such withholdings or contributions.

(d) In further consideration of the promises and representations contained herein, once the District's Human Resources Department receives the executed Agreement and Release from Employee, and any and all revocation periods have passed, the District shall respond to any inquiry regarding any claim filed by Employee for unemployment benefits based on her employment with the District by stating that she resigned for personal reasons. The District reserves the right to forthrightly and lawfully respond to any request for information from the Employment Development Department. However, the District will not contest unemployment benefits sought by Employee.

3. General Release

(a) In further consideration of the promises and representations contained herein, Employee hereby releases the District and each of its officers, trustees, employees, agents, students, witnesses, both potential and prospective, successors and assigns of and from any and all claims, known or unknown, which may exist at the time of execution of this Agreement, and waives any claim to monetary damages that may arise therefrom.

(b) The aforementioned claims specifically include, but are not limited to, all loss, liability, damages, charges, complaints, demands, and causes of action arising directly or indirectly out of the employer-employee relationship between the Parties, and shall specifically include all causes of action and any claims under (1) Title VII of the Civil Rights Act of 1964, (race, color, religion, sex and national origin discrimination); (2) the Americans with Disabilities Act; (3) 42 U.S.C. Section 1981 (disability discrimination); (4) 29 U.S.C. Section 621-634 (age discrimination); (5) 29 U.S.C. Section 206(d)(i) (equal pay); (6) the Educational Employment Relations Act; (7) the National Labor Relations Act; (8) the California Constitution; (9) the United States Constitution, including the First, Fifth, and Fourteenth Amendments; (10) the California Fair Employment and Housing Act (discrimination based upon race, color, national origin, ancestry, physical or mental disability, medical condition, religion, marital status, sex, sexual orientation or age); (11) the California Labor Code; (12) claims filed with the Equal Employment Opportunity Commission (EEOC); (13) claims filed the California Department of Fair Employment and Housing (DFEH); and any claims for money damages associated therewith. This list is expressly understood by the Parties not to be all-inclusive, and Employee knowingly executes this agreement with the expressed intent of releasing the District from any and all claims and causes of action, past or present, to the greatest extent allowable under the law, relating to Employee's employment with the District.

(c) The waivers and releases contained herein shall not apply to any existing Workers' Compensation claim as of the date of execution of this Agreement.

(d) Except as states above, it is understood and agreed that this release extends to all claims of every nature whatsoever, and all rights under section 1542 of the Civil Code of the State of California are hereby expressly waived. Section 1542 of the Civil Code referred to herein reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

(e) It is expressly understood and agreed by Employee that this Agreement is in full accord, satisfaction, and discharge of any claims by her and that this Agreement has been executed with the express intention of effectuating the legal consequences provided in California Civil Code section 1541: to wit, the extinguishment of all obligations as herein described.

4. Age Discrimination Waiver

The Age Discrimination in Employment Act of 1967 ("ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act ("OWBPA"), 29 USC. §§ 626, et. seq., further augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Employee acknowledges that she is knowingly and voluntarily, for just compensation in addition to anything of value to which Employee was already entitled, waiving and releasing any rights she may have under the ADEA and/or OWBPA. Employee further acknowledges that she has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by Employee.

(b) Employee is aware of and has been advised of her rights under the ADEA and OWBPA, and of the legal significance of her waiver of any possible claims she currently may have under the ADEA, OWBPA, or similar age discrimination laws.

(c) Employee is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this Agreement, and the waiver and release of any rights she may have under the ADEA, the OWBPA, or similar age discrimination laws, but she may, in the exercise of her own discretion, sign or reject this Agreement at any time before the expiration of the twenty-one (21) days.

(d) The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the effective date of this Agreement.

(e) Employee is hereby advised that she should consult with an attorney prior to executing this Agreement.

(f) Employee has had an opportunity to discuss this waiver and release with, and to be advised with respect thereto, by an attorney of her choice, and that she does not need any additional time within which to review and consider this Agreement.

(g) Employee has seven (7) days following the Parties' full and complete execution of this Agreement to revoke the Agreement.

(h) This Agreement shall not be effective until the expiration of the seven (7) day revocation period set forth in the preceding paragraph.

5. Disclaimer

The Parties' actions under this Agreement are solely the product of a compromise of the conflicting claims of the Parties, and are made in consideration of Employee's execution of the releases contained herein and other various acts, including, but not limited to, the submission of her request for voluntary resignation. The Parties' actions under this Agreement shall not be considered in any way an admission of any liability or wrongdoing by Employee or the District, or its Board of Education, employees, students, or witnesses, both potential and prospective, or any agents, representatives, successors, or assigns of either party.

6. Representation

Each party acknowledges that she/it has carefully read this Agreement and has been advised fully by independent counsel of her/its own choice throughout all of the negotiations which preceded the execution of this Agreement, and that each party has duly executed this Agreement with the full consent and approval of such independent counsel. Each party acknowledges that the only promises made to induce her/it to sign this Agreement are those stated herein. Having been fully advised and informed, each party voluntarily enters into this Agreement, including Employee's waiver of rights.

7. Covenant Not To Sue

Employee hereby covenants not to sue or initiate against any other party to this Agreement or any person or entity described in this Agreement, any action or proceeding, or to participate in same, individually or as a member of a class, under any policy, contract, law or regulation, federal, state or local, pertaining in any manner whatsoever to the subject of this dispute, including but not limited to Employee's employment with the District, and arising from any fact or circumstance known at the time of execution of this Agreement.

8. Integration, Modification, Construction, Captions, and Severability

(a) This Agreement constitutes the entire agreement between the Parties, and there exist no other agreements, warranties or representations other than those expressly mentioned herein. This Agreement is the final and complete expression of the understandings of the Parties.

(b) This Agreement may only be amended by written instrument signed by the Parties and shall be construed under and governed by the laws of the State of California, without regard for its conflict of law provisions.

(c) This Agreement shall be interpreted as if each party contributed equally in the drafting and construction of all of the language and each of the terms herein.

(d) The captions and headings used in this Agreement are for convenience only and shall not be interpreted to limit or affect in any way the meaning of the language or terms contained herein.

(e) If any part of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining parts of this Agreement shall remain in full force and effect, with such illegal, invalid or unenforceable parts severed from this Agreement.

9. Confidentiality

(a) The Parties acknowledge and agree that the terms and provisions of this Agreement were made in confidence and shall remain confidential to the greatest extent possible under the law. Neither party shall knowingly disclose or cause or allow to be disclosed, privately or publicly, any of the terms or provisions of this Agreement to any person or entity, except as necessary to comply with law, including the California Public Records Act and the Brown Act, or in the event that legal proceedings are commenced to enforce any obligations of a party hereto.

(b) The District shall place all documents related to Employee's proposed disciplinary action in a sealed envelope to be retained in a separate file outside of Employee's personnel file. Said envelope shall be marked "Confidential - to be opened only by the District's Superintendent or designee upon breach of the resignation agreement effective January 14, 2015, upon a court's determination that the documents are subject to a request for public records under Government Code section 6250, *et. seq.*, or upon initiation of litigation between Daniela Andrade and the Val Verde Unified School District. In the event a request for public records is received for these documents, Employee shall be provided notice of the request and a reasonable opportunity to seek a court order restricting the disclosure of the documents."

10. Verification of Employment

Employee agrees to direct all inquiries regarding verification of employment or employment references to the District's Assistant Superintendent of Human Resources. Upon receipt of request for verification of employment the District shall volunteer only Employee's dates of employment, position held and salary, and that Employee resigned for personal reasons. In the event that Employee fails to direct any employment verification as provided herein, the District shall have no liability whatsoever for any information released concerning Employee.

11. Execution

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all Parties had executed the same copy hereof.

12. Board Approval

This Agreement shall not be binding upon the District until ratified by a vote of the Board of Education at a duly noticed meeting thereof.

The undersigned declare that they have read this document consisting of seven (7) typewritten pages, including the attachment, and understand its terms and freely enter into this final settlement.

APPROVED AND ACCEPTED:

EMPLOYEE

Daniela Andrade 1-13-15
Daniela Andrade Date DA

Marti Harris 1-13-2015
Marti Harris Date
CSEA Labor Relations Representative

VAL VERDE UNIFIED SCHOOL DISTRICT

Christi Barrett 1-13-14^{15c3}
Christi Barrett Date
Assistant Superintendent of Human Resources

LETTER OF RESIGNATION

To: The Board of Education
Val Verde Unified School District

I, Daniela Andrade, hereby submit my voluntary irrevocable resignation from employment to be effective immediately. This resignation may be acted upon immediately.

Daniela Andrade
Signature

1-13-15
Date

EXHIBIT A