

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement ("Agreement") is entered into by and between Randolph E. Ward, Ed.D. ("Dr. Ward") and the San Diego County Board of Education ("Board") (collectively the "Parties").

RECITALS

WHEREAS, Dr. Ward is the San Diego County Superintendent Of Schools ("County Superintendent"), and has served in this role since August 2006 pursuant to an agreement between the Parties (including amendments thereto) ("Employment Agreement"); and

WHEREAS, Dr. Ward had planned to retire at the end of June 2017; and

WHEREAS, Dr. Ward and the Board have agreed that it is in the best interests of all involved to mutually and amicably resolve the matters related to or arising from the employment relationship between the Parties and to finalize their working relationship as provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. Service Through November 15, 2016

Dr. Ward hereby advances his resignation as County Superintendent to November 15, 2016, and the Board hereby accepts the resignation of Dr. Ward with last date of service as November 15, 2016 ("Resignation Date"). From the effective date of this Agreement until November 15, 2016, Dr. Ward shall remain on paid administrative leave. While on paid administrative leave, an acting or interim superintendent shall serve as county superintendent and Dr. Ward shall not exercise any authority granted to Dr. Ward by statute and/or Board policy and Dr. Ward shall not direct the employees or operations of the SDCOE.

As a result of Dr. Ward's resignation, and by mutual consent of the Parties, the Employment Agreement shall be deemed terminated as of the Resignation Date. Any and all rights afforded to Dr. Ward under the Employment Agreement, including but not limited to base salary, health and welfare benefits (except rights to COBRA and/or retiree health benefits), life insurance, expense reimbursement, automobile allowance, and professional dues and memberships shall end on November 16, 2016, and the

Board shall have no further obligations to Dr. Ward as of that date, except as provided herein.

2. Final Paycheck, Vacation, Transition Expenses, Retirement, Attorneys' Fees

By no later than November 30, 2016, Dr. Ward shall be paid his final County Superintendent paycheck, together with his then-presently accrued vacation days, which the parties understand to be approximately 90 vacation days. The final paycheck shall include any unpaid sums owed under the Employment Agreement.

By no later than November 30, 2016, Dr. Ward will also be paid the flat sum of \$35,000 to offset the cost of transition expenses associated with his separation as County Superintendent, which sum shall cover, but is not limited to, reimbursement for COBRA. Nothing in this Agreement prohibits Dr. Ward from receiving retiree health benefits provided for pursuant to SDCOE policy and procedures, and Dr. Ward shall retain the retirement benefit for the 2016-17 school year provided for under Section 7.3 of the Employment Contract, which has already been paid.

The SDCOE shall pay Dr. Ward's reasonable attorneys' fees incurred by Dr. Ward in connection with his placement on leave and separation from service, including negotiation of this Agreement.

Dr. Ward acknowledges and agrees that none of the Board members, nor any agent of the Board, has made any representations to him regarding actual or potential tax consequences associated with the consideration received by him pursuant to this Agreement. Dr. Ward agrees that any federal, state, local or other taxes that may be owed or payable, or any tax liens that may be imposed on any payment due to Dr. Ward, are Dr. Ward's sole and exclusive responsibility.

3. Litigation

The SDCOE shall defend, indemnify, and hold harmless Dr. Ward with respect to all civil, criminal, or administrative actions, claims, or proceedings, based on, arising out of, or in any way connected with Dr. Ward's service as County Superintendent, including but not limited to the Governmental Claims Act claim filed on or about July 1, 2016, by employees of the San Ysidro School District (the "Claim"), and the lawsuit *California Taxpayers Action Network v. Ward Et Al.*, SDSC Case No. 37-2016-00022916-CU-MC-CTL, except that if SDCOE funds are expended for the legal criminal defense of Dr. Ward, any funds provided for that purpose shall be fully reimbursed to the SDCOE by Dr. Ward if Dr. Ward is convicted of a crime involving an abuse of his office or position as defined by California Government Code section 53243.4. Dr. Ward shall have the right

to select the legal counsel who will defend him in connection with the civil, criminal, or administrative actions, claims, or proceedings set forth in this paragraph.

4. No Filing of Claims

Dr. Ward represents and warrants that he does not presently have on file any claims, charges, grievances, actions, appeals or complaints against the SDCOE, the Board, the SDCOE officers, directors, employees, attorneys, and representatives (collectively the "Released Parties") with any administrative, state, federal or governmental entity, agency, board or court, or before any other tribunal or arbitrator(s), public or private, based upon any actions occurring prior to the execution of this Agreement.

5. Standard Release

Dr. Ward hereby waives, releases, and forever discharges, the SDCOE, the Board, the SDCOE officers, directors, employees, attorneys, and representatives (collectively the "Released Parties") from any and all claims that he has or may have, known or unknown, pending or contemplated, suspected or unsuspected, based on, arising out of, relating to or resulting from his service as County Superintendent.

Dr. Ward understands and agrees that his waiver of rights includes a waiver of unknown and unsuspected claims, notwithstanding California Civil Code section 1542 and that he hereby waives all rights under section 1542 of the California Civil Code with respect to the Released Parties, which section Dr. Ward acknowledges has been fully explained to him by his attorneys and which he fully understands. Section 1542 provides 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.

Nothing in this Agreement is intended to interfere with or deter Dr. Ward's right to participate in any investigation or proceeding conducted by the Equal Employment Opportunity Commission or applicable state agency. However, Dr. Ward has waived and released any damages and victim-specific relief relating in any way to any charges, complaints or proceedings in any such matter. Dr. Ward represents that he does not have any pending actions or charges against any of the Released Parties, except a pending demand under the Ralph M. Brown Act, which demand he waives as part of this release.

Except as provided for in Section 3, above, regarding return of funds for criminal defense following a conviction pursuant to Government Code section 53243.4, the SDCOE and the Board likewise hereby waive, release, and forever discharge Dr. Ward from any and all claims that it/they have or may have, known or unknown, pending or contemplated, suspected or unsuspected, based on, arising out of, relating to or resulting from Dr. Ward's service as County Superintendent.

The Board understands and agrees that the waiver by the Board and the SDCOE of rights includes a waiver of unknown and unsuspected claims, notwithstanding California Civil Code section 1542 and that it/they hereby waive all rights under section 1542 of the California Civil Code with respect to the release of claims against Dr. Ward, which section the Board acknowledges has been fully explained to it by its attorneys and which it fully understands. Section 1542 provides 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.

6. Nondisparagement; Agreed-Upon Statement

The Board and Dr. Ward hereby stipulate and agree that no Board member or Cabinet-level official of the SDCOE will make, induce, or attempt to influence anyone to make any disparaging statement regarding Dr. Ward, including statements that are derogatory with respect to Dr. Ward or which would negatively reflect in any way upon his professional or personal reputation. The Board and Dr. Ward also hereby stipulate and agree that Dr. Ward will not make, induce, or attempt to influence anyone to make any disparaging statement regarding the current Board or any of its members, including statements that are derogatory with respect to the Board or any of its members or which would negatively reflect in any way upon their professional or personal reputation. Nothing in this paragraph applies to bar statements made in response to a subpoena, deposition notice, or other form of legal process. Notwithstanding any other provision of this Agreement, the sole and exclusive remedy for an alleged violation of this paragraph of Section 5 shall be an action in a court of competent jurisdiction for declaratory and injunctive relief, and each side shall bear its/his/her own attorneys' fees and costs in connection with the prosecution or defense of such an action.

Immediately upon approval of this Agreement, the Board President shall read the following statement in open session at the report of closed session:

“The Board and Superintendent Ward have reached a settlement, under the terms of which Dr. Ward will advance his retirement date to November 15, 2016, from what was scheduled to be June 30, 2017. Dr. Ward and the Board have agreed that it would be in the best interests of all involved to reach an amicable separation at this point in time.

“We want to thank Dr. Ward for his 10 years of service as County Superintendent. We also wish to reiterate that the placement of Dr. Ward on leave was not, nor was it intended to be, any kind of assertion that the allegations of the California Taxpayers Action Network lawsuit have any merit.”

The Parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request, or as otherwise required by law.

7. Entire Agreement

This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed, and supersedes any previous negotiations, agreements, and/or understandings of any kind relating to the subject matter hereof. Any oral representations or modifications concerning this instrument shall be of no force or effect. This Agreement can be modified only in the form of a writing signed by the Parties hereto. This Agreement is entered into in San Diego, under the laws of the State of California.

8. Severability

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement will nevertheless continue in full force and effect without being impaired or invalidated in any way. Should any procedural challenge be made to this Agreement, the Board shall take reasonable steps to cure and correct any claimed violations. This Agreement shall be binding upon and will inure to the benefit of Dr. Ward’s spouse, heirs, successors, assigns, agents, employees, personal representatives, executors and administrators.

9. Voluntary Agreement; No Other Inducement.

By signing this Agreement, the Parties acknowledge and agree that they enter into this Agreement knowingly and voluntarily, have consulted with legal counsel, and do not

rely, and have not relied, on any fact, representation, statement or assumption other than as specifically set forth in this Agreement.

10. Return of SDCOE Property

Within five (5) days of the execution of this Agreement, Dr. Ward will return any and all remaining property belonging to, or issued to him by, the SDCOE. This includes, but is not limited to, keys, access cards, ID cards, credit cards, computers, laptops, tablets, cell phones, and files, reports, studies, instruments, documents, computer records, thumb-drives, hard-drives, or other data and data storage devices.

11. Non-Admission of Liability

This Agreement is a release of potentially disputed claims and does not constitute an admission of liability, misconduct, or wrongdoing by either Party.

12. Execution Electronically And In Counterparts

This Agreement may be executed in counterparts, by fax, or in electronic format (including PDF).

NOTICE: BY SIGNING THIS AGREEMENT, YOU ARE WAIVING AND RELEASING IMPORTANT AND POTENTIALLY VALUABLE LEGAL RIGHTS. PLEASE BE SURE TO READ THIS AGREEMENT COMPLETELY AND CAREFULLY AND DISCUSS IT WITH YOUR LEGAL COUNSEL BEFORE SIGNING.

Dated: _____

Randolph E. Ward, Ed.D.

Dated: _____

San Diego County Board of Education