

RESIGNATION AGREEMENT AND GENERAL RELEASE
BETWEEN THE POWAY UNIFIED SCHOOL DISTRICT AND
DAVID WILLIAMS, A CERTIFICATED EMPLOYEE

This Resignation Agreement and General Release ("Agreement") is entered into by and between the POWAY UNIFIED SCHOOL DISTRICT ("District") and DAVID WILLIAMS ("Employee"), a permanent certificated employee of the District (collectively, the "Parties"), with the intent to resolve any and all controversies and disputes arising from, and related to, his employment with the District.

1. **Voluntary Irrevocable Resignation**

(a) Employee hereby tenders his irrevocable resignation from employment with the District effective the last day of the trimester, November 10, 2016. 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 his own free will and choice. Employee agrees that his resignation shall be effective and binding, in all respects, and not subject to revocation or rescission.

(c) Employee recognizes that he has no right to employment with the District after he resigns and agrees not to seek employment, of any kind, including work as a substitute or noncertificated employee, with the District at any time in the future. If he does, the District shall summarily reject his application based on this Agreement.

2. **Consideration**

(a) In consideration for the promises and representations contained in this Agreement, and the Parties' adherence to its terms, District shall immediately cease any and all efforts to investigate, discipline, or dismiss Employee.

(b) Employee's salary from the District shall be paid through November 16, 2016. Employee's District-paid health and welfare benefits shall cease on December 1, 2016.

(c) Employee's child may continue to attend the District's fee-based childcare program in [REDACTED] through the end of the 2016-2017 school year irrespective of his resignation from employment, subject to all customary terms and conditions of such attendance, including payment by Employee of all tuition or attendance fees.

3. **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 his 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.

4. General Release

(a) In consideration of the promises and representations contained herein, Employee releases the District and its officers, trustees, employees, agents, attorneys, witnesses, both potential and prospective, successors and assigns of and from any and all claims, known or unknown, suspected or unsuspected, 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) the Educational Employment Relations Act; (5) the National Labor Relations Act; (6) the California Constitution; (7) the United States Constitution, including the First, Fifth, and Fourteenth Amendments; (8) 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, gender/gender identity, sexual orientation, or age); and (9) the California Labor Code; 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 express 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) It is understood and agreed that this release extends to all claims, 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.

(d) It is expressly understood and agreed by Employee that this Agreement is in full accord, satisfaction, and discharge of any claims by him 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.

5. Covenant Not to Sue

Employee hereby covenants not to sue or initiate against the District, its agents, representatives, successors, assigns, employees, former employees, board members, officers, trustees, or attorneys or other agents, 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 to Employee's employment with the District, and any rights Employee may have under any policy, or local, state or federal statute, law or regulation pertaining to Employee's employment with the District.

6. 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 extent permissible 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, but not limited to, the California Public Records Act and the Ralph M. Brown Act, or in the event that legal proceedings are commenced to enforce any obligations of a party hereto. It shall not be considered a breach of this Agreement for either Party to discuss this Agreement with his/its immediate family (parents, partner, and/or children), legal and/or financial advisor(s).

(b) Employee agrees to direct all future employment reference requests only to the District's Associate Superintendent of Personnel Support Services who shall provide only Employee's dates of employment, Employee's position, and Employee's salary at the time of separation. If any such request is directed to any other person or department, the District shall have no duty or liability under this provision.

(c) Notwithstanding the above, the Parties jointly acknowledge the District's obligation under Title 5, California Code of Regulations, Section 80303, to report to the California Commission on Teacher Credentialing Employee's resignation from employment while allegations of misconduct are pending. The District must report all known information about each alleged act of misconduct within 30 days of Employee's resignation. Employee acknowledges receipt of all required notification(s) under Section 80303 of Title 5 of the California Code of Regulations, attached hereto as "Exhibit A" and incorporated herein by this reference.

7. Representation

(a) Each party acknowledges that he/it has carefully read this Agreement and has been advised fully by independent counsel of his/its 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 him/it to sign this Agreement are stated herein. Having been fully advised and informed, each Party freely, knowingly, and voluntarily enters into this Agreement and all of its provisions, including Employee's waiver of rights.

(b) The Parties agree that no party shall be considered the prevailing party for any purpose whatsoever including attorney's fees, costs, witness fees, expert fees, and/or any and all other costs and fees. Each party shall bear his/its own attorney's fees and costs in connection with this matter.

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. The language and all parts of this Agreement shall therefore not be construed strictly for nor against any party hereto.

(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. 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. Facsimile copies and digitally scanned copies shall be deemed originals.

This Agreement is contingent upon final approval by the District's Board of Education.

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

Employee:

David Williams
David Williams

Date: 11/14/16

Poway Unified School District

By: Sandra Huevo
Sandra Huevo
Associate Superintendent, Personnel Support
Services

Date: 11/15/2016

APPROVED AS TO FORM:

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
Amy W. Estrada
Amy W. Estrada
Attorneys for Poway Unified School District

Date: 11/14/16

BUSH GOTTLEB, A LAW CORPORATION
Joshua Adams
Joshua Adams
Representing David Williams as Attorneys
for Poway Federation of Teachers

Date: 11/14/16

APPROVED by the Board of Education of the Poway Unified School District at a meeting of the Board duly held on 11/15/16.

ATTEST:
[Signature]
Clerk of the Board

Date: 11/15/16

Exhibit "A"

SECTION 80303, TITLE 5 OF THE CALIFORNIA CODE OF REGULATIONS

(a) The superintendent of an employing school district shall report a change in employment status to the Commission not later than 30 days after the final employment action whenever a credential holder, working in a position requiring a credential, as a result of an allegation of misconduct or while an allegation of misconduct is pending:

- (1) is dismissed or non-re-elected;
- (2) resigns;
- (3) is suspended or placed on unpaid administrative leave as a final adverse employment action for more than 10 days;
- (4) retires; or
- (5) is otherwise terminated by a decision not to employ or re-employ.
- (6) "Otherwise terminated by a decision not to employ or re-employ" as used in section (a)(5) above shall not include or be interpreted to include a change of status that is solely for unsatisfactory performance as listed in Education Code section 44932 subdivision (a)(4) or layoff or reduction in force as described in Education Code sections 44955 through 44958.

(b) The report shall contain all known information about each alleged act of misconduct organized as follows:

- (1) Name of credential holder;
- (2) Current address of credential holder;
- (3) Name of reporting district;
- (4) Name of last school or district assignment;
- (5) An explanation of the allegation of misconduct or pending allegation of misconduct;
- (6) Current contact information for all persons who may have information relating to the alleged misconduct;
- (7) Any and all documentation related to the case.

(c) The report shall be made to the Commission regardless of any proposed or actual agreement, settlement, or stipulation not to make such a report. The report shall also be made if allegations served on the holder are withdrawn in consideration of the holder's resignation, retirement or

other failure to contest the truth of the allegations. The Commission shall acknowledge receipt of such report within thirty (30) days of receipt by the Commission.

(d) Failure to make a report required under this section constitutes unprofessional conduct. The Committee shall investigate any superintendent who holds a credential who fails to file reports required by this section.

(e) The superintendent of an employing school district shall, in writing, inform a credential holder of the content of this regulation whenever that credential holder, working in a position requiring a credential, is dismissed, nonreelected, resigns, is suspended or placed on unpaid administrative leave as a final adverse employment action for more than ten days, retires or is otherwise terminated by a decision not to employ or re-employ as a result of an allegation of misconduct or while an allegation of misconduct is pending. Failure to comply with this subdivision by a superintendent of schools constitutes unprofessional conduct which shall be investigated by the Committee of Credentials.

(f) Official records released in accordance with the Public Records Act (Government Code sections 6250-6270) by the Commission on Teacher Credentialing are sufficient bases for personal knowledge of any person or persons who file an affidavit or declaration with the Commission.

(g) Jurisdiction to investigate failure to submit a report required under this section may be based upon an affidavit or declaration of facts, submitted to the Commission on Teacher Credentialing under penalty of perjury, sufficient to establish that required reporting is not being done or not being done in a timely manner.

(h) Where the Commission has information or belief that a report has not been made under this regulation, a letter shall be sent to the responsible superintendent providing facts, detailing reporting responsibilities, and requesting a response.