

**RESIGNATION, SETTLEMENT AND RELEASE AGREEMENT  
BETWEEN  
POWAY UNIFIED SCHOOL DISTRICT  
AND  
JOSHUA COTTRELL**

This Agreement is entered into between the Poway Unified School District, by and through its designated representatives (hereinafter referred to as "District"), and Joshua Cottrell (hereinafter referred to as "Cottrell").

**WITNESSETH:**

**WHEREAS**, Poway Unified School District and its governing board, through its representatives, are preparing documentation and notice based upon California Education Code 44932, potentially leading to dismissal from employment against Cottrell, who is a permanent certificated employee of the District; and

**WHEREAS**, the parties wish to avoid and agree upon other considerations as set forth herein, with the District's purpose and incentive being the avoidance of the costs of litigation such as relating to administrative proceedings before a Commission on Professional Competence; and

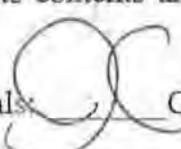
**WHEREAS**, it being in the best interests of all parties, the parties wish to resolve any and all employment issues with the result that Cottrell's employment with the District be terminated without the necessity of implementing formal procedures in accordance with the California Education Code.

**NOW, THEREFORE**, based upon the full and valuable consideration recited in this Agreement and the above recitals, Cottrell, on behalf of himself, his representative(s), agent(s), assign(s), heir(s), executor(s), and administrator(s), the District on behalf of its governing board, its individual members, and its officers, employees, agents, attorneys and representatives (each of them in their official and individual capacities), agree as follows:

1. Complete and final compromise and settlement. This Agreement constitutes a compromise of disputed claims of the parties. The parties intend and agree that this Agreement is a full and complete compromise and settlement of all claims and potential claims, as stated hereinafter. The parties further declare and represent that no promise, inducement, or agreement not herein expressed has been made and that this Resignation, Settlement, and Release Agreement contains the entire agreement between the parties and that terms of this Agreement are contractual and not mere recitals.

By executing this Agreement, no party hereto directly or indirectly admits any wrongdoing or concedes the merits of any claim or defense, existing or potential. This Resignation, Settlement, and Release Agreement and its contents are not to be considered an

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Initials: 

Cottrell: 

PUSD representative

admission of wrongdoing, guilt, or liability as to any party or entity, or their representatives or agents.

This Agreement is unique to the existing circumstances and shall not constitute a precedent as to any employee or circumstance within this District.

2. Payments by and on behalf of the District. No other consideration is required by this Resignation, Settlement and Release Agreement. Any and all payments by District and its agents of attorney fees and costs incurred by Cottrell or on his behalf, are expressly waived by Cottrell and his representative(s), including but not limited to any attorney fees, costs or expenses incurred.

3. Employment status and resignation from employment. Cottrell shall submit his resignation from any and all employment with the District, effective upon the close of business June 30, 2011. If the resignation is not attached hereto, this signed Agreement shall constitute his official resignation effective as of that date (June 30, 2011), subject only to the ratification of his resignation by the governing board of the District.

4. Cottrell shall remain on administrative leave with pay through the close of the current teacher work year.

5. Health and welfare benefits. Cottrell shall continue to receive health and welfare benefits available through his applicable collective bargaining agreement based upon same terms and conditions as a District employee, for a period ending upon the close of business August 30, 2011. Upon termination of District health and welfare benefit coverage as per this agreement, Cottrell will be eligible to participate at his own expense in COBRA benefits to the extent permitted by law; District obligations for payment and coverage end the close of business August 30, 2011.

6. Nothing in this section, directly or indirectly, provides Cottrell with the right to employment with District.

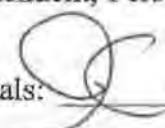
7. Disciplinary charges. District agrees to not process any internal disciplinary charges against Cottrell.

8. Notification of Title 5 of the California Code of Regulations, Section 80303. Cottrell acknowledges that he has been advised of the contents of section 80303 of Title 5 of the California Code of Regulations, whether or not a copy of that section is attached hereto. Cottrell understands that in accordance with section 80303, the District, through its agent(s) will be contacting the Commission on Teacher Credentialing to inform them of this resolution and will provide a copy of this agreement and whatever other further documentation or information is requested by the representatives of the Commission on Teacher Credentialing.

9. Recommendations to prospective employers. The appropriate District representative will inform appropriate District office staff and administrator(s) at Cottrell's most recent school site (Westview High School) that any and all requests for information from prospective employers shall be forwarded to the Associate Superintendent, Personnel Support Services or to

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Initials:



Cottrell;



PUSD representative

the Executive Director, Human Resources, of Poway Unified School District. The Associate Superintendent, Personnel Support Services or the Executive Director, Human Resources of Poway Unified School District or their designee shall provide the prospective employer(s) only the name, dates/duration of employment, position(s) held, and salary, unless otherwise required by law or unless Cottrell or his representative request otherwise in writing.

10. Release of Claims. In consideration of the performance of the conditions specified hereinabove, Cottrell, on behalf of himself, his successors, heirs, dependents, executors, administrators, and assigns, hereby fully releases and discharges District, its governing board and individual board members, employees, representatives, agents, attorneys, and assigns from all rights, claims, and actions which Cottrell and his successors now have or may have after the signing of this Agreement against the District and its governing board and/or individual board members, employees, representatives, agents, attorneys, and assigns, arising out of or relating to his employment as a certificated employee of District. Cottrell agrees that this compromise and settlement shall constitute a bar of all claims.

(A) Cottrell certifies that he has read the following provisions of California Civil Code section 1542:

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.

Cottrell waives application of California Civil Code section 1542, except as indicated herein.



(B) Cottrell understands and acknowledges the significance and consequence of this waiver of California Civil Code section 1542 is that even if he should eventually suffer additional damages arising out of the facts referred to herein, he will not be able to make any claim for those damages. Furthermore, Cottrell acknowledges that he intends these consequences even as to claims for damages that may exist as of the date of this release but which he does not know to exist, and which, if known, would materially affect his decision to execute this release, regardless of whether his lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

Notwithstanding the foregoing, it is agreed that provisions of subsections (A), and (B), hereinabove shall be inapplicable to claims of breach of this Agreement and to workers compensation claims.

11. Processing of Agreement.

(A) A copy of this Agreement and Cottrell's resignation will be included within the official personnel file of Cottrell. Cottrell understands that he and/or any representative(s) on his behalf may submit a written response which will be attached.

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Initials.  Cottrell;  PUSD representative

(B) The parties hereto acknowledge and understand that this Agreement and the resignation of Cottrell may be public documents subject to public disclosure. By way of example and not by way of limitation, if the governing board ratifies the resignation, then the board may announce such action at its board meeting, including by way of implementation of Government Code section 54957.1, subdivision (a), subdivisions (3)(A) and (B), and subdivision (5), so that the board and/or agents may disclose the existence of this Agreement and identify the substance of this Agreement. Any disclosures, for example, pursuant to the above or the California Public Records Act (Gov. Code, § 6250 et seq.), shall not constitute a violation of this Agreement nor shall such constitute a violation of law or constitute a tort such as but not limited to invasion of privacy or defamation.

12. This Agreement shall be deemed to have been drafted by all parties, and shall not be construed against any party on the theory that fewer than all parties drafted this Agreement.

13. Preservation Clause. In the event that any portion of this Agreement shall be held to be void, voidable or unenforceable, the remaining portions shall remain in full force and effect. The failure of either party to enforce any provisions of this Agreement shall not be construed to be a waiver of such provisions or to affect either the validity of this Agreement or the right of any party to enforce this Agreement.

The parties have read all the terms of the Agreement, have had the opportunity to consult with legal counsel and/or other representative(s) to the extent each desired, and understand said terms and are aware of their legal rights, duties and obligations, and each of the parties freely and voluntarily enters into this Agreement accepting all its terms. Each party further acknowledges and represents that, in executing this Agreement, there has been no reliance on any inducements, promises or representations made by either party or any party representing or serving any party except as is expressly stated herein.

The parties, hereby approving of and voluntarily agreeing to this Agreement accepting all its terms, execute as indicated below:

EMPLOYEE:

  
\_\_\_\_\_  
JOSHUA COTTRELL

Date: 6/10/2011

POWAY UNIFIED SCHOOL DISTRICT

By: 

Name: William R. Chiment

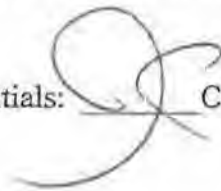
Title: Associate Superintendent

Date: 6/10/2011


APPROVAL AS TO FORM AND  
CONTENT:

GATTEY AND BARANIC

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Initials: 

Cottrell

 PUSD representative



Date: 6/10/2011

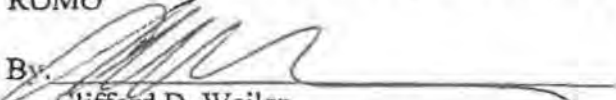
Date: 6/14/2011

By: 

Name: Michael P. Baranic

Title: Attorney for Poway Federation of Teachers  
and Joshua Cottrell

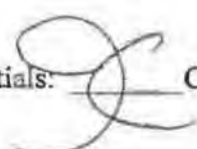
ATKINSON, ANDELSON, LOYA, RUUD &  
ROMO

By: 

Clifford D. Weiler

Attorney for Poway Unified School District

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Initials: 

Cottrell;



PUSD representative