

**VOLUNTARY RESIGNATION AGREEMENT  
AND  
FINAL SETTLEMENT AGREEMENT**

This Voluntary Resignation Agreement And Final Settlement (hereinafter "Agreement") is entered into by and between DONN BOYD (hereinafter "Employee") and the SAN DIEGUITO UNION HIGH SCHOOL DISTRICT (hereinafter "District"). The Employee and the District hereby agree to all of the following conditions and terms in this Agreement:

1. The Employee hereby voluntarily and irrevocably resigns from any and all employment with the District effective June 30, 2018. This Agreement shall serve as the official letter of voluntary and irrevocable resignation submitted by the Employee.
2. The District will accept the Employee's resignation effective June 30, 2018.
3. The Employee and the District agree that they have mutually determined that it is in their best interests at this time for the Employee to submit his resignation and have the District accept it.
4. Employee understands and agrees that he has been afforded the opportunity not to execute this Agreement without first having an opportunity to consider it for twenty-one (21) days from receipt of this Agreement, and that he did not execute this Agreement without first being advised in writing to consult with an attorney. Employee understands and agrees that this offer is time sensitive, such that to accept this offer, this Agreement, signed by the Employee, must be actually received by the District's Associate Superintendent of Human Resources before 4:00 p.m. on Monday, January 8, 2018. In consideration of Employee's irrevocable and voluntary resignation and the other conditions and terms of this Agreement, and following the return of all District property in the Employee's possession, the District agrees to permit the Employee to serve on a paid administrative leave, such that he maintains his certificated salary in accordance with his current employment schedule, until June 30, 2018, unless and until the Employee secures employment with another California State Teachers' Retirement System ("STRS") agency. The District further agrees that the Employee shall maintain his existing health benefits until June 30, 2018, unless and until he secures employment with a STRS employer or an employer that provides health benefits at the same level as or a higher level than the benefits provided by the District. In the event that the Employee obtains employment with another STRS employer or an employer that provides health benefits at the same level as or a higher level than the benefits provided by the District before June 30, 2018:
  - a. The Employee agrees to notify the District's Associate Superintendent – Human Resources five (5) days before the first day on which he performs services for the said employer;
  - b. In the event that Employee obtains full-time employment with another STRS agency on or before June 30, 2018, the Parties agree that the Employee will no longer receive compensation of any kind from the District, including but not limited to his health benefits, effective on the date of first paid service in his subsequent STRS employment;

- c. In the event that Employee obtains less than full-time employment with another STRS employer on or before June 30, 2018, the Parties agree that the Employee shall receive his salary and benefits pursuant to paragraph 4 of this Agreement; however, said salary shall be decreased proportionally by his newly obtained compensation; and
  - d. In the event that the Employee obtains employment that provides health benefits at the same level as or at a higher level than the District, the Employee agrees to notify the District's Associate Superintendent – Human Resources five (5) days before the first day on which he performs services for said employer and the Parties agree that the Employee will no longer receive health benefits from the District.
5. Employee understands and agrees that after Board ratification of this executed Agreement, so long as he has not exercised his right of revocation as described in paragraph 11(J) below, and otherwise fulfills Employee's obligations under this Agreement, the District will direct any requests for references from potential employers of Employee to the Associate Superintendent of Human Resources for response who shall provide only verification of employment, including positions held, dates thereof and compensation paid.
  6. Upon request by the District, Employee shall provide advice and information to the District concerning matters that arose during Employee's District employment and shall assist and cooperate with the District (at reasonable dates, times and places) in any litigation or local, state or federal administrative proceedings concerning matters that arose during Employee's District employment.
  7. The Employee agrees not to hereafter encourage, or in any way, assist or cooperate with any private person or entity (except as expressly required and compelled by law) in any matter or proceeding of any kind against the District relating to any matter arising out of Employee's District employment or separation therefrom, or with regard to the employment or separation of any other individuals by the District and except as required and compelled by law, the Employee shall not provide information to any private person for such purposes. Employee agrees that he will not initiate, facilitate, or engage in communication or conduct with any private person or entity for the purpose of doing anything prohibited by this paragraph.
  8. The Employee hereby irrevocably and unconditionally releases and forever discharges the District and each and all of its agents, officers, employees and representatives from any and all charges, complaints, claims, lawsuits, and liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected (hereinafter referred to as "claim" or "claims") which the Employee at any time heretofore had or claimed to have or which the Employee may have or claim to have regarding events that have occurred as of the date of this Agreement.
  9. The Employee and the District acknowledge and agree that the word "claims" includes all actions, accusations, lawsuits, charges, complaints, liabilities and grievances, whether actual or potential, known or unknown, suspected or unsuspected, and specifically but not exclusively all claims arising out of the Employee's employment with the District. All such claims (including related attorneys' fees and costs) are forever barred by this Agreement and without regard to whether those claims are based upon any

alleged breach of duty arising in a statute, contract, or tort; any alleged unlawful act; any other claim; and regardless of the forum which it might be brought. All such claims shall specifically include any employment discrimination claims, including any age discrimination claims.

10. The Employee hereby agrees that all rights under section 1542 of the Civil Code of the State of California are hereby waived. 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.

11. The Employee acknowledges and agrees that he:


- a. Has a right to a full twenty-one (21) days within which to consider this Agreement before executing it and hereby waives that right.
- b. Has carefully read and fully understands all of the terms and conditions of this Agreement.
- c. Understands that rights or claims under the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621, et seq.) that may arise after the date this Agreement is executed are not waived.
- d. Is ratifying and executing a completely valid waiver under 29 U.S.C. section 626(f) and the federal Older Workers Benefit Protection Act.
- e. Is through this Agreement releasing the District, its agents, officers, employees and representatives from any and all claims he may have against them.
- f. Knowingly and voluntarily agrees to all the terms and conditions in this Agreement.
- g. Knowingly and voluntarily agrees to be completely legally bound by and to all the terms and conditions in this Agreement.
- h. Has been advised and hereby is advised again in writing to consult with an attorney prior to ratifying and executing this Agreement.
- i. Has had the opportunity to consult with an attorney prior to ratifying and executing this Agreement.
- j. Has seven (7) days following execution of this Agreement to revoke it, and this Agreement shall not become effective or enforceable until this revocation period has expired.

12. The parties agree that by entering into this Agreement, neither party admits to any wrongdoing, liability, or violation of any law or obligation to the other.

13. The parties hereby represent and acknowledge that in executing this Agreement they do not rely and have not relied upon any representation or statement made by any of the parties, agents, officers, employees or representatives with regard to the subject matter, basis, or effect of this Agreement or otherwise, other than those specifically stated in this written Agreement.
14. Should any provision of this Agreement be declared or be determined by any court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal, invalid, or unenforceable part, term, condition or provision shall be severed from this Agreement.
15. This Agreement sets forth the complete and entire agreement between the parties and fully supersedes any and all prior agreements or understandings, written or oral, between the parties pertaining to the subject matter hereof. No modification or addendum to this Agreement shall be effective or binding unless in writing and signed by the parties hereto.
16. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto.
17. This Agreement is subject to ratification by the Governing Board of the District.

  
\_\_\_\_\_  
DONN BOYD  
EMPLOYEE

11/8/18  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
CINDY FRAZEE  
ASSOCIATE SUPERINTENDENT, HUMAN RESOURCES  
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

11/9/18  
\_\_\_\_\_  
DATE

January 18, 2018  
\_\_\_\_\_  
DATE RATIFIED BY THE GOVERNING BOARD