

August 4, 2015

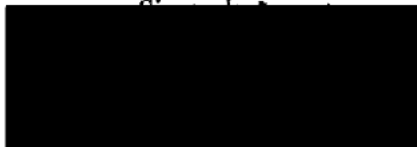
Brian Marshall, Superintendent  
La Mesa-Spring Valley School District  
4750 Date Avenue  
La Mesa, CA 91942

Re: Voluntary Resignation of Employment

Dear Mr. Marshall,

After more than 15-years' of wonderful experiences teaching in the District, I have decided it is time for me to move on to the next phase of life. I am proud of my accomplishments and grateful for the opportunity to work with some of the best teachers San Diego has to offer. I will truly miss you, my colleagues, and our students.

Please accept this letter as my irrevocable resignation, effective November 30, 2015. I wish you, and the District, all the best in the years to come.



# **EXHIBIT E**

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SEPARATION AGREEMENT AND GENERAL RELEASE

[REDACTED] SPECIAL EDUCATION TEACHER  
[REDACTED]

This SEPARATION AGREEMENT AND GENERAL RELEASE (hereafter "Agreement") is entered into this 4th day of August 2015, by and between [REDACTED] (hereafter [REDACTED]) and the La Mesa-Spring Valley School District (hereafter "District"). Wherever the term [REDACTED] is used in this Agreement, it shall refer to [REDACTED] on his own behalf and on behalf of his heirs, executors, administrators, successors and assigns. Wherever the term "District" is used in this Agreement, it shall refer to the La Mesa-Spring Valley School District, its Board of Trustees, and its agents, directors, officers, and employees -- whether administrative, faculty or classified -- as well as its representatives, attorney, and successors. In this document, reference to "the parties" is a reference to both [REDACTED] and the District.

The parties now desire to separate and settle fully and finally any and all differences between them, including but not limited to, any potential claims, whether now known or unknown, on all issues related to [REDACTED] employment with the District, including, but not limited to, all issues related to [REDACTED] resignation.

Terms of Agreement:

- I. This Separation Agreement and General Release is not, and shall not in any way be considered as an admission by either Party of any wrongful act(s) whatsoever, nor an admission by the District that any evaluation or contemplated disciplinary action was inaccurate, unwarranted, unjustified, discriminatory or unlawful in any way. This Agreement is a good faith settlement of any and all claims and disputes that might exist between [REDACTED] and the District, whether those claims and disputes are presently known or unknown, including but not limited to contemplated disciplinary charges. [REDACTED] expressly denies any wrongdoing. The District specifically disclaims any liability to, or discrimination against [REDACTED].
- II. On August 4, 2015, [REDACTED] submitted his voluntary, irrevocable, signed resignation of employment with the District. The resignation effective date is November 30, 2015. As submitted, this resignation from employment is not revocable and [REDACTED] employment relationship with the District will be permanently and irrevocably severed. [REDACTED] agrees he will not apply for or otherwise seek re-employment with the District at any time, and that the District has no obligation to rehire, re-employ, recall or hire him in the future. [REDACTED] specifically waives all claims for any tenure rights under the Education Code, for back pay, future pay, or any other form of compensation, except as specifically set forth in this Agreement.
- III. [REDACTED] last day of work in the classroom was June 19, 2015. The parties agree [REDACTED] will remove all personal items from the [REDACTED] classroom and return keys, laptop and any other District property no later than 5:00 p.m. on Friday, August 7, 2015. If requested, the District will provide custodian support to facilitate the packing and removing of personal belongings.

[REDACTED] Separation Agreement

Initials [REDACTED]

- IV. The District agrees to accept [REDACTED] resignation and to provide the following:
- a) Continue [REDACTED] in full-pay status from August 10, 2015 through November 30, 2015. [REDACTED] salary will remain the same as was in effect on August 10, 2015, except if a certificated salary schedule change is approved by the Board of Education between August 10, 2015 and November 30, 2015. In that case, [REDACTED] pay will be adjusted accordingly. STRS retirement, federal and state taxes and other mandatory withdrawals will be deducted from each pay warrant at the customary rates.
  - b) Full health/medical coverage for [REDACTED] through November 30, 2015. This coverage is provided at the current level of enrollment (i.e., employee only/no dependents) which payment shall continue through either November 30, 2015, or the date which [REDACTED] obtains coverage with another employer group health plan. Thereafter, the District shall not be obligated to pay any portion of any health benefits to which [REDACTED] otherwise would be entitled whether under COBRA or any other authority. [REDACTED] agrees to notify the District within five (5) calendar days of securing such alternate health coverage by providing written notice of same to the District's Assistant Superintendent of Human Resources. [REDACTED] may choose either of the standard plans offered during open enrollment (Kaiser or UnitedHealthcare or its alternative). Delta Dental will be provided.
  - c) Standard Life life insurance policy of \$50,000 through November 30, 2015.
- V. The District makes no representations or assurances as to [REDACTED] eligibility with respect to CalSTRS benefits or, if he is eligible, the amount of any such benefits that he might receive, or is entitled to receive, due to his service to the District. The District further makes no representations or assurances as to the effect of this Agreement on Employee's eligibility for and/or receipt of STRS credits or benefits.
- VI. The District makes no representations regarding the federal or state tax consequences of any payments under this Agreement.
- VII. Should [REDACTED] obtain employment with another entity during customary work hours of Monday-Friday 7:30 a.m.-4:00 p.m. (excluding breaks and holidays), he shall provide written notification of such employment to the District within ten (10) days. Effective the start of his new employment, the District will cease to pay [REDACTED] wages and he will be considered on a Leave of Absence through November 30, 2015.
- VIII. [REDACTED] agrees that if he wishes to use any District employee or former employee as a reference for any reason, he will direct any and all requests for such references only to the District's Assistant Superintendent of Human Resources. Except to the extent that the District must provide additional information under the law, the District agrees that its Assistant Superintendent of

Human Resources will answer any inquiry for a reference regarding [REDACTED] by stating only his (1) dates of employment, (2) final job title, (3) final salary, and (4) the fact [REDACTED] resigned.

- IX. The Parties agree to keep confidential this Agreement to the extent legally possible.
- X. In consideration of the promises by the District set forth in this Agreement, [REDACTED] on his own behalf and on behalf of his heirs, executors, administrators, successors and assigns (hereinafter referred to collectively as "Releasors"), intending to be legally bound, hereby irrevocably and unconditionally releases the District, its Board of Trustees, and its agents, directors, officers, and employees – whether administrative, faculty or classified, as well as its representatives, attorneys, and successors (hereinafter referred to collectively as "Releasees") from any and all causes of action, suits, claims, and demands whatsoever which Releasors had, have, or may have against Releasees of any nature whatsoever, relating in any way to [REDACTED] employment or separation from employment with the District, including any claims under any federal, state, or local laws, including but not limited to Title VII of the Civil Rights Act of 1964, as amended, § 2000e, the Americans with Disabilities Act, as amended, the California Fair Employment and Housing Act, as amended, California Government Code Section 12940 *et seq.*, workers compensation laws, any common law claims, and all claims for counsel fees and costs.
- XI. [REDACTED] further agrees and promises that neither he, nor any person, organization, or other entity acting on his behalf, will file, charge, claim, sue, cause, or permit to be filed, charged, or claimed or brought, any action for damages or other relief against Releasees involving any matter occurring in the past, up to the effective date of his resignation from employment with the District, relating in any way to [REDACTED] employment by the District or involving any continuing effects of actions or practices which arose on or prior to the effective date of [REDACTED] resignation from employment with the District.
- XII. [REDACTED] expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance of such specific waiver of Section 1542, which states as follows:
- "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."
- XIII. Thus, notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of the District, [REDACTED] expressly acknowledges that this Separation Agreement and General Release is intended to include in its effect, without limitation, all claims which [REDACTED] does not know or suspect to exist in his favor at the time of execution hereof, and that this Agreement and General Release contemplates the extinguishment of any and all such claim or claims.
- XIV. This Agreement and General Release contains the entire agreement between [REDACTED] and the District and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

[REDACTED] Separation Agreement

Initials [REDACTED]

XV. The Parties represent they have each had the opportunity to participate in the preparation and drafting of this Agreement. In the event of any dispute between the parties as to the intent, meaning, or application of this Agreement, the terms of this Agreement will be interpreted so as to follow the intent of the parties to resolve all issues arising from or related to [REDACTED] employment relationship with the District.

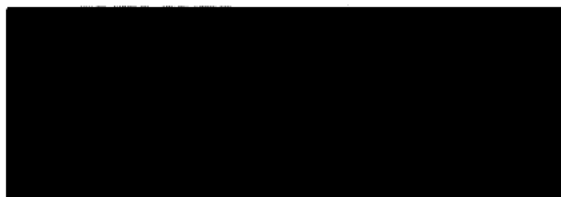
XVI. [REDACTED] acknowledges the District has informed him of the content of Title V, Section 80303 of the California Code of Regulations.

XVII. The Parties represent they have carefully read and fully understand the nature of this Agreement. Each has consulted with attorneys of their choosing before executing this Agreement, had the opportunity to consider the Agreement, and had all questions concerning the Agreement answered to their satisfaction.

XVIII. In the event that it shall be necessary for either party to institute legal proceedings to enforce any rights, terms, conditions or provisions of this Agreement, the prevailing party shall be entitled to all of its costs and expenses including, but not limited to, reasonable attorney's fees, together with any other relief deemed just and proper.

XIX. The parties agree to not make any disparaging statement about the other verbally, in writing, or through social media.

XX. [REDACTED] agrees to provide a current address and phone number to Human Resources Department if he moves or there are changes to his contact information.



8/4/2015

Date

LA MESA-SPRING VALLEY SCHOOL DISTRICT:

Brian Marshall

Brian Marshall, Superintendent

8/4/15

Date

