

## SETTLEMENT AND RELEASE AGREEMENT

WHEREAS Ernesto L. Zamudio, the undersigned, ("Zamudio") filed a charge of discrimination against his employer Sweetwater Union High School District (captioned Sweetwater Union High School District; Equal Employment Opportunity Commission Case No. 488-2017-00505) alleging retaliation and national origin discrimination by Sweetwater Union High School District and its agents;

WHEREAS the parties intend to settle that Equal Employment Opportunity Commission proceeding and have entered into an agreement dated September 7, 2017, subject to approval of the Sweetwater Union High School District governing board and wish to also settle all other potential causes of action which Zamudio has or may have relating to his employment with Sweetwater Union High School District as part of the settlement with the Equal Employment Opportunity Commission, including but not limited to any claims on file with the Department of Education, Office of Civil Rights.

WHEREAS the settlement of the above referenced Equal Employment Opportunity Commission proceeding is attached to this Agreement, and is supplemented as follows:

NOW, THEREFORE, Zamudio and Sweetwater Union High School District agree as follows:

1. Complete and Final Compromise and Settlement.

(A) This Agreement (including the attached mediated EEOC 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 disputed claims and potential claims, as stated hereinafter. Additional representations previously transmitted, if any, are null and void. The parties further declare and represent that no promise, inducement, or agreement not herein expressed has been made and that this Agreement contains the entire agreement between the parties and that terms of this Agreement are contractual and not mere recitals.

(B) 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 Agreement and its contents are not to be considered an admission of wrongdoing, guilt, or liability as to any party or entity, or their representatives or agents.

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

(D) No monetary payment is required except as specifically set forth in this Agreement. Payment of attorney fees and costs by District and its agents is expressly waived by Zamudio and any representative(s), including but not limited to any attorney fees, costs or expenses incurred relating to the above referenced charge of discrimination, any employment issues (past or present), or any other aspect covered directly or indirectly by this Agreement.

2. Employment Status.

(A) Zamudio's employment with District shall continue in his current assignment as Principal on Special Assignment assisting the Transportation Department, unless mutually agreed in writing otherwise through the January 2, 2018 at 11:59 p.m.

(B) Zamudio is placed on Paid Administrative Leave effective January 3, 2018 through and until end of the 2017-2018 school year (believed to be the end of the business day June 30, 2018).

(B) Zamudio will retire effective the end of the business day on June 30, 2018. If no separate request for retirement is completed by Zamudio, this Agreement shall constitute his notice of retirement.

(C) Zamudio shall not seek nor shall he be reemployed with District in any capacity following his severance of employment pursuant to this Agreement.

3. Confidentiality and Non-Disparagement

(A) No Disparagement. Zamudio agrees to do nothing to disparage District and/or any current or former Board of Trustees, employees, or agents of District in any communications whatsoever after the execution of this Agreement. This does not prevent Zamudio from assisting or testifying on behalf of District in defense of allegations against District or its agents or when required to do so by law.

(B) Zamudio shall keep the contents of this Agreement confidential, except as provided by law and as necessary for implementation and enforcement.

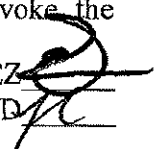
4. Release of All Claims.

(A) For and in consideration of the commitments and representations contained herein, Zamudio, for himself and on behalf of his legal and other representatives, agents, claimants, beneficiaries, successors, and assigns, hereby fully and expressly irrevocably and absolutely releases and forever discharges the District, the District's Board of Trustees, and as applicable, its and their respective legal and other representatives, agents, claimants, beneficiaries, administrators, board members, employees, officers, attorneys, successors and assigns of and from any and all claims, charges, demands, actions at law or in equity, suits, grievances, or other proceedings, judicial, administrative or otherwise, debts, attorneys' fees, expert witness fees, costs, damages, expenses, and remedies of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, which may exist at the time of execution of this Agreement, and waives any claim to monetary damages that may arise therefrom. 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 or relating to Zamudio's employment relationship with the District, Zamudio's severance from employment with the District, any prior attempt to involuntarily sever Zamudio's employment with District, or any other transaction between the parties, and shall specifically include all causes of action and any claims including but not limited to under the California Fair Employment and Housing Act (Govt.

Code § 12900 et seq.) (discrimination including race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, religion, sex, sexual orientation, age, or other concept covered by such Act); Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.) (race, color, religion, sex, national origin discrimination, or other concept covered by such Act); the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.); 42 U.S.C. section 1981 (discrimination); the Age Discrimination in Employment Act (29 U.S.C. § 621 et seq.); the Civil Rights Act of 1991 (29 U.S.C. § 206(d)(i) (equal pay)); the Older Workers' Benefit Protection Act (29 U.S.C. § 626 et seq.); the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.); the Family and Medical Leave Act (29 U.S.C. § 2601 et seq.); the Moore-Brown-Roberti California Family Rights Act (Govt. Code § 12945.1 et seq.); the Employee Retirement and Income Security Act (29 U.S.C. § 1001 et seq.); the Fair Labor Standards Act (29 U.S.C. § 201 et seq.); 42 U.S.C. § 1983 (deprivation of rights); the Ralph M. Brown Act (Govt. Code § 54950 et seq.); the Educational Employment Relations Act (Govt. Code § 3540 et seq.); the California Labor Code (excluding any rights under workers' compensation statutes); the California Civil Code; any applicable collective bargaining agreement, Board Policy, District Regulation; common law; any state or federal rules or regulations related to or supporting any of the preceding referenced laws; the California Constitution; the United States Constitution, including the First, Fifth, and Fourteenth Amendments; and any other laws and regulations relating to employment termination, discrimination, harassment, retaliation, wages, hours, benefits, compensation, right of association or other constitutional rights, attorneys' fees or costs, and any and all claims for money damages associated therewith. This list is expressly understood by the Parties not to be all-inclusive, and Zamudio knowingly executes this Agreement with the expressed intent of releasing the District, the District's Board of Trustees, and as applicable, its and their respective legal and other representatives, agents, claimants, beneficiaries, administrators, board members, employees, officers, attorneys, successors and assigns from any and all claims and causes of action, past or present, to the greatest extent allowable under the law.

(B) Notwithstanding this section, i.e., regardless of this section, this Agreement specifically does not waive any workers' compensation claims.

(C) Specific Release of Age Discrimination Claims. Zamudio specifically acknowledges and agrees pursuant to the requirements of the Older Workers' Benefit Protection Act (29 U.S.C. § 626(f)) as follows: This Agreement constitutes a knowing and voluntary waiver by Zamudio as part of an agreement between his and the Sweetwater Union High School District and others as stated hereinabove and as to the settlement agreement involving the Equal Employment Opportunity Commission charge; Zamudio acknowledges that this Agreement is written in a manner calculated to be understood by him; that the waiver specifically refers to rights or claims arising under 29 U.S.C. section 626 (the federal law prohibiting age discrimination); that he does not waive rights or claims that may arise after the date the waiver is executed; that he waives rights or claims only in exchange for consideration in addition to anything of value to which he is already entitled; that he has been advised in writing by the presentation of a copy of this Agreement to consult with an attorney prior to executing this Agreement; that he has been given twenty-one (21) days to consider this Agreement; that this Agreement provides for a period of at least seven (7) days following the execution (signing) of the Agreement that he may revoke the

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Agreement; and that this Agreement is not effective until the seven (7) day revocation period has expired. This Agreement shall become final and binding seven (7) days after it is executed (signed), including if Zamudio chooses voluntarily at his option to execute (sign) this Agreement prior to the expiration of the twenty-one (21) day consideration.

**(D) PLEASE READ CAREFULLY, THIS INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

Zamudio understands and agrees that the releases provided for in this Agreement extend to all claims for injuries, damages or losses to person or property, real or personal, whether or not those injuries, damages or losses are known or unknown, foreseen or unforeseen, patent or latent, claimed or suspected, which Zamudio may have against District and/or those released by this Agreement. Zamudio waives application of Civil Code section 1542 and certifies he has read each and all of the provisions of California Civil Code section 1542, which 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.**

Zamudio being expressly aware of Civil Code §1542, hereby expressly waives and relinquishes any rights he may have thereunder, as well as under any statutes or common law principles of similar effect. It is expressly understood and agreed by Zamudio that this Agreement is in full accord, satisfaction, and discharge of any claims by Zamudio 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.

(E) Covenant Not to Pursue Claims: Zamudio covenants that neither he nor any legal representatives, agents, claimants, beneficiaries, successors or assigns has filed or will in the future file, commence, maintain, prosecute, instigate, encourage, cooperate in, or participate in the filing or prosecution of any claim, action at law, suit, complaint, demand, grievance, or other proceeding, administrative or otherwise, in any forum or jurisdiction against the District, the District's Board of Trustees, and as applicable, its and their respective legal and other representatives, agents, claimants, beneficiaries, administrators, board, board members, employees, officers, attorneys, students, witnesses (both prospective and potential), successors and assigns with regard to the matters described in the provision entitled "Release of All Claims" and in the event he breaks such covenant, this Agreement shall constitute a complete and total defense to such action.

(f) Nothing in this section waives any right to sue for a violation of this Agreement. If a decision is rendered by final judicial decision that a violation of this Agreement occurred, the party found to have violated this Agreement shall pay reasonable attorneys' fees and

costs of the judicially successful party provided, however, that at least fourteen (14) calendar days prior to filing any litigation written notice from the complaining party is received by the party allegedly violating this Agreement so as to allow time and opportunity to take corrective action if desired.

5. Representation. Zamudio is advised/reminded of his right to consult with his own attorney and to take whatever other action he desires (such as accessing the federal laws mentioned above via the Internet) prior to agreeing and signing this Agreement. Zamudio represents and agrees that (a) he fully understands his right to discuss all aspects of this Agreement with a legal or other representative of his choice; (b) to the extent, if any, he desired, he has availed herself of this right; (c) he has carefully read and fully understands all of the provisions of this Agreement; and (d) he is voluntarily entering into this Agreement without duress or undue influence on the part of any person, firm, or other entity. Zamudio acknowledges he has been represented by an attorney in this matter and has received advice which he considers adequate and sufficient to understand and to enter into this Agreement, and does so willingly and knowingly, having had an adequate opportunity to consult with representation prior to executing this Agreement, and executes this Agreement with full knowledge of its meanings and effects.

6. Interpretation of this Agreement.

(A) Captions provided within this document are provided as editorial guidelines and are not restrictive of the content or interpretation of any section of this Agreement.

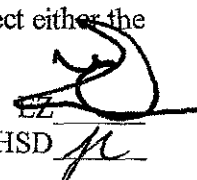
(B) This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard for its conflict of law provisions.

(C) The parties acknowledge that each Party has reviewed this Agreement and agree that any rules of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in any interpretation of this Agreement or any amendments or exhibits hereto, rather the Agreement and Exhibit 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.

(D) As to any direct conflict between this Agreement and the mediated EEOC agreement between the parties (attached), this Agreement shall supersede the attached mediated EEOC agreement. Omission from inclusion in this document's narrative does not create a conflict; items in the mediated EEOC agreement which are not addressed herein remain in effect.

7. Severability and Preservation Clause. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be void, voidable, illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, and provisions of this Agreement shall remain in full force and effect, with such illegal, invalid or unenforceable parts severed from this Agreement.

8. Continued Enforceability. The failure of either party to enforce any provisions of this Agreement shall not be construed to be a waiver of such provision(s) or to affect either the

A handwritten signature in black ink, appearing to be a stylized 'D' or similar character, written over the printed name 'SUHSO'.

validity of this Agreement or the right of any party to enforce this Agreement or any of its provisions.

9. Entire Agreement. This Agreement (together with the attached EEOC mediated agreement) is the sole, entire, and complete agreement of the parties relating to the subject matters contained herein. Additional representations previously transmitted, if any, are null and void. Each party to this Agreement acknowledges and represents that, in executing this Agreement and release, there has been no reliance on any inducements, promises, or representations made by either party or any party representing or serving either party except as is expressly stated herein. This Agreement may not be amended or modified except by an agreement in writing signed by the Parties hereto.

10. Processing of Agreement.

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

(B) The parties hereto acknowledge and understand that this Agreement and any resignation of Zamudio are public documents subject to public disclosure. By way of example and not by way of limitation, if the Board of Trustees acts to approve this Agreement and to accept his 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 fact of the approval 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.

(C) Consideration and Approval of Agreement by Board of Trustees or District Superintendent or District Superintendent's Designee: The parties understand and agree that the District's Board of Trustees may consider, ratify, approve, or reject this Agreement, in a closed or open session, and that if considered in a closed session, the Board of Trustees may announce in open session the action and vote taken in closed session and other information appropriate pursuant to the Brown Act (Gov. Code §§ 54950, etc.).

If the Board rejects this Agreement as proposed, this Agreement, the mediated EEOC agreement between the Parties shall be null and void, and all discussions leading up to this Agreement shall be subject to the protections of at least Evidence Code section 1152 as well as Federal Rules of Evidence, Rule 408.

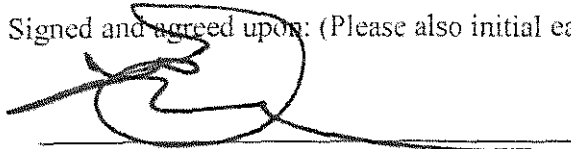
12. This Agreement may be executed (signed) in several counterparts (copies) each of which shall be deemed an original but all of which shall constitute one and the same document, meaning that the parties may sign separate documents which are the same rather than needing to sign a single document.

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The parties have read all the terms of this Settlement and Release Agreement, have had sufficient time to consider its terms, have had the opportunity to consult with legal counsel and/or other representative(s) to the extent each desired, and understand the terms and agreements within this document 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.

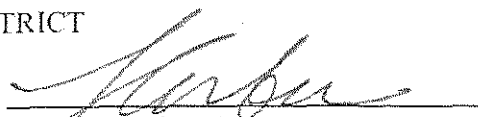
The parties, hereby approving of and voluntarily agreeing to this Settlement and Release Agreement and accepting all its terms, sign and execute as indicated below:

Signed and agreed upon: (Please also initial each page including this page, lower right corners.)

  
Ernesto L. Zamudio

Date: 9-8-17


SWEETWATER UNION HIGH SCHOOL  
DISTRICT

By:   
Jennifer Carbuca

Date: 9/8/17

APPROVED AS TO FORM AND CONTENT:

On behalf of Sweetwater Union High School District:

  
Clifford D. Weiler  
Atkinson, Andelson, Loya, Ruud & Romo

Dated: 9-8-17