

SETTLEMENT AGREEMENT and GENERAL RELEASE

This Settlement Agreement and General Release of All Claims (hereinafter "Agreement") is made and entered into by and between the CENTRAL UNION HIGH SCHOOL DISTRICT (hereinafter "DISTRICT") and MONIQUE GARCIA (hereinafter "GARCIA") and is made in light of the following:

RECITALS

1. GARCIA is employed by DISTRICT as a Classroom Teacher.
2. An issue has arisen regarding GARCIA's continued employment with the DISTRICT.
3. GARCIA has informed the DISTRICT that she wishes to resign from the DISTRICT effective the end of the day June 5, 2019.
4. This Agreement and compliance with this Agreement shall not be construed in any way as an admission by the DISTRICT or GARCIA of any liability whatsoever, or that the DISTRICT or GARCIA have acted wrongfully with respect to the other party, or that GARCIA has any rights whatsoever against the DISTRICT and/or its Board members, officers, employees, agents or attorneys, or that DISTRICT has any rights whatsoever against GARCIA. The DISTRICT and GARCIA specifically disclaim any liability to, or wrongful acts against the other party.

AGREEMENT

5. GARCIA agrees that she has not and will not file any complaints, charges or lawsuits at any time hereinafter with any governmental agency or any court arising out of her employment with and resignation from the DISTRICT, provided, however, she shall not be limited from pursuing claims or other enforcement activities for the sole purpose of enforcing her rights under this Agreement.
6. GARCIA hereby irrevocably submits her notice of resignation effective at the end of the day on June 5, 2019 upon the execution of all parties to this Agreement. GARCIA agrees that she will not make application for employment in the future or be entitled to further employment with the DISTRICT. GARCIA shall remain on paid administrative leave through her resignation date of June 5, 2019. During this time GARCIA will perform no duties or services on behalf of DISTRICT
7. DISTRICT confirms that GARCIA's resignation shall be characterized as voluntary.
8. If a prospective employer contacts DISTRICT regarding GARCIA's employment, the prospective employer shall be told by a Human Resources designee only that GARCIA voluntarily resigned on the date specified above, her position last held as DISTRICT classroom teacher, and the dates that she was employed.
9. DISTRICT agrees to continue funding GARCIA's health benefits she is entitled to as certificated classroom teacher through August 31, 2019.
10. DISTRICT agrees to also pay GARCIA within thirty (30) days of her resignation date

a lump sum payment equal to what would have been her salary for the months of August and September in the amount of \$20,398.95. This amount shall be treated as wages, with withholding made for applicable taxes and a W-2 will be issued by DISTRICT .

11. GARCIA hereby fully releases and discharges DISTRICT, in addition to any and all current and former employees, officers, directors, agents, partners, board members, brokers, attorneys, representatives, predecessors, successors and assigns of DISTRICT, of and from any and all charges, claims, demands, liens, actions and/or causes of action which she may presently have, may in the past have had, or may in the future have against DISTRICT by reason of any damages or injuries of any kind arising out of or related in any way to her employment with or resignation from DISTRICT.

12. GARCIA understands and expressly agrees that this Agreement extends to all claims of every nature and kind whatsoever, known or unknown, suspected or unsuspected, past or present, and all rights under Section 1542 of the California Civil Code are hereby expressly waived. Section 1542 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 settlement with the debtor.

13. GARCIA represents and agrees that she has carefully read and fully understands all of the provisions of the Agreement, that she is voluntarily entering into this Agreement, and that she has the capacity to enter into this Agreement.

14. GARCIA represents and acknowledges that in executing this Agreement she does not rely and has not relied upon any representation or statement not set forth herein made by any of the parties or any of the parties' agents, representatives, or attorneys with regard to this subject matter, basis or effect of this Agreement or otherwise.

15. This Agreement sets forth the entire Agreement between the parties hereto and fully supersedes any and all prior agreements or understandings between the parties hereto pertaining to the subject matter hereof.

16. This Agreement is made and entered into in the State of California and shall in all respects be interpreted and enforced and governed by and under the law of the State of California. Venue for disputes regarding this Agreement shall be the Superior Court of Imperial County.

17. Should it be necessary for either party to commence litigation to enforce any provisions of this Agreement, the prevailing party therein shall be entitled, not by way of limitation, to reasonable attorneys' fees and costs incurred in the enforcement of any provision herein.

18. This Agreement may be executed in any number of counterparts. Any such counterpart when executed shall constitute an original of the Agreement and all such counterparts together shall constitute one and the same agreement.

19. Each party shall bear their own attorneys' fees and costs with respect to the matters settled hereby.

GARCIA REPRESENTS THAT SHE HAS CAREFULLY READ THIS AGREEMENT AND KNOWS ITS CONTENTS AND FULLY UNDERSTANDS IT; THAT SHE HAS HAD THE OPPORTUNITY TO HAVE IT FULLY EXPLAINED TO HER BY AN ATTORNEY OF HER CHOICE AND HAS EITHER DISCUSSED THIS AGREEMENT WITH AN ATTORNEY OR HAS VOLUNTARILY CHOSEN TO SIGN IT WITHOUT CONSULTING AN ATTORNEY; THAT SHE FULLY UNDERSTANDS ITS FINAL AND BINDING EFFECT; THAT THE ONLY PROMISES MADE TO HER TO SIGN THIS AGREEMENT ARE THOSE STATED ABOVE; AND THAT SHE IS SIGNING IT VOLUNTARILY.


Executed this 17 day of April, 2019, at Imperial, California.



MONIQUE GARCIA

Executed this 17 day of April, 2019, at El Centro, California.

CENTRAL UNION HIGH SCHOOL DISTRICT

By: 

Renato Montañó, Superintendent