

## **RESIGNATION AGREEMENT AND RELEASE**

This Resignation Agreement and Release (“Agreement”) is made and entered into effective April 23, 2020, (“Effective Date”), by and between the BOARD OF EDUCATION OF THE NATIONAL SCHOOL DISTRICT (“District”) and CHRIS CARSON (“Employee”) (hereafter collectively referred to as “the Parties”).

### **RECITALS**

1. Employee is the District’s Assistant Superintendent of Business Services, whose terms and conditions of employment are set forth in the Agreement for Employment of Assistant Superintendent of Business Services between the Governing Board of National School District and Chris Carson (“Employment Agreement”), ratified by the Governing Board on May 9, 2018 and amended on October 10, 2018.

2. The District and Employee have mutually determined that it is in their best interests to terminate their employment relationship under the following under mutually agreeable terms with no admission of fault.

### **AGREEMENT**

The Parties agree as follows:

1. Recitals. The recitals set forth above are true.

2. Resignation. Employee’s signature on this Agreement, shall constitute his irrevocable and unconditional resignation from the District effective April 30, 2020 (“Resignation Date”), which resignation is hereby accepted by the District by the authorized signature below. No further documentation or action on the part of or by the District is required to effect Employee’s job separation. Employee agrees that he shall have no right to employment or reemployment with the District after the Resignation Date, that he shall not seek future employment with the District, and if he were to apply for employment or become employed by the District in the future, the District may summarily reject his application or summarily terminate his employment based on this Agreement. Immediately following the Resignation Date, and except as expressly agreed upon herein, the Parties’ respective rights and obligations under the Employment Agreement shall cease.

3. Consideration. In consideration for Employee’s resignation from employment with the District, and Employee’s releases and waivers contained herein, Employee shall remain on paid administrative leave through the Resignation Date, during which time he will receive his regular pay and benefits. In addition, the District shall issue a one-time, lump sum payment to Employee in the amount of one hundred forty-seven thousand three-hundred thirteen dollars and thirty three cents (\$147,313.33), which amount equates to ten (10) months of his current annual salary, and which shall be subject to all statutory withholdings. The District shall make such payment within thirty (30) days of the Resignation Date. This is a payment to which Employee would otherwise not be entitled, given his voluntary resignation, but for the execution of this

Agreement. By accepting this payment, Employee expressly waives the right to receive or pursue any additional cash payments above and beyond this amount, including, but not limited to, payments for fringe benefits provided under the Employment Agreement.

4. Health Benefits: The Parties agree that Employee's Consolidated Omnibus Reconciliation Act ("COBRA") rights shall commence immediately following the Resignation Date. Employee may exercise his rights to COBRA continuation coverage if he makes the appropriate application within legal time lines, pays all required premiums, and takes all other steps required to ensure COBRA continuation coverage. At the end of the 18-month COBRA continuation period (or extended period as applicable), Employee shall have exhausted his entitlement to COBRA benefits. This Agreement shall constitute Employee's notice of his right to COBRA continuation benefits.

5. Tax Consequences. The District makes no representations regarding the federal or state tax consequences of any payments under this Agreement.

6. PERS Benefits. Besides adhering to its existing fiduciary duties, the District makes no representations or assurances as to Employee's eligibility with respect to PERS 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 PERS credits or benefits.

7. Return of Property. Employee agrees that, at the time of executing this Agreement, he shall return to the District all property belonging to the District including, but not limited to, all keys, office equipment, documents, records, files, written materials, electronic information, credit cards bearing the District's name, and other District property (originals or copies in whatever form) in his possession. Employee represents that he retains no copies of confidential documents beyond those returned as specified above, and will make no attempt to acquire such documents in the future. Nothing in this paragraph shall require return of documents maintained and/or exchanged by Employee's counsel in preparation of or related to this matter. If Employee has any personal belongings at his work site, the District agrees to schedule a mutually agreeable date, time and location where Employee can retrieve such personal belongings.

8. No Admission of Fault. This Agreement is entered into by the Parties for the purpose of compromising and settling any potential dispute. It does not constitute, nor shall it be construed as, an admission of fault and/or liability by any party for any purpose.

9. Release. Employee hereby releases, acquits, and forever discharges the Governing Board of the National School District, its agents, officers, employees, attorneys, successors, predecessors, and insurers from any and all expenses, debts, demands, costs, and other actions or liabilities of every nature, whether in law or in equity, that he may have or may claim to have as a result of or in any way related to his employment with the District or termination of the same, including, but not limited to his right to an evidentiary hearing to contest separation of his employment, civil actions, administrative complaints, claims pursuant to Title VII of the Civil Rights Act, the Age Discrimination and Employment Act, the Americans

with Disabilities Act, the California Fair Employment and Housing Act, and any and all claims for breach of any employment agreement (whether express or implied), for breach of any covenant of good faith and fair dealing, for any form of negligence, retaliation, and/or infliction of emotional distress, and any claims for wrongful termination from employment. Employee therefore agrees that he shall have no right whatsoever to file any lawsuit or institute any other action or legal proceeding of any type whatsoever, or recover damages or lost wages, based upon, connected with, or in any manner arising out of or related to Employee's employment with the District, or termination of the same, or in any manner contesting Employee's resignation. This Agreement and release is made notwithstanding section 1542 of the California Civil Code which provides in part:

**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 to him or her must have materially affected his or her settlement with the debtor.**

Employee expressly acknowledges that this release is intended to include in its effect, without limitation, all claims and causes of action that Employee does not know or suspect to exist in his favor and that this release contemplates the extinguishment of all such claims and causes of action. However, this Agreement does not affect the District's statutory obligations, if any, arising under California Government Code Sections 825 and 995.

10. Special Provisions for Age Discrimination. In addition to any other waiver and release set forth herein, and by execution of this document, Employee expressly waives any and all rights to claims arising under the Age Discrimination in Employment Act of 1967 ("ADEA, as amended, and:

- a. Employee acknowledges that his waiver of rights or claims arising under the ADEA is in writing, written in a manner calculated to be understood, and is understood by his;
- b. Employee expressly understands that this waiver refers to rights or claims arising under the ADEA;
- c. Employee expressly understands that by execution of this document, he does not waive any ADEA rights or claims that may arise after the date this Agreement is executed;
- d. Employee acknowledges that the waiver of his rights on claims arising under the ADEA is in exchange for the consideration outlined above, which is above and beyond that to which he is otherwise entitled to receive from the District; and
- e. Employee acknowledges that, by this document, the District expressly advised him to consult with an attorney of his choosing prior to executing this document and that he has, in fact, consulted an attorney or elected not to do so of his own volition.

Employee has been advised by the District that he is given a reasonable period of time within which to consider this document (up to 21 days, although he can execute it sooner) and may revoke

this Agreement for a period of seven (7) days after execution by him, and this Agreement shall not become effective or enforceable until this period has expired.

11. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained herein. All prior understandings, terms, or conditions, written, oral, express, or implied, are superseded by this Agreement.

12. Confidentiality of Agreement. Except as required by law or otherwise stated herein, the Parties agree to keep the terms of this Agreement confidential, and not disclose or publish the terms of this Agreement to any third party except as may be required by court order, lawful subpoena, the California Public Records Act, the Brown Act, or any other law requiring disclosure, or as may be necessary to secure a court order for the enforcement or interpretation of this Agreement

13. Amendments. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both Parties.

14. Binding Effect. This Agreement is for the benefit of and shall be binding and enforceable on all Parties and their respective successors, heirs, and assigns.

15. Other Documents and Cooperation. All Parties agree to cooperate fully in the execution of any additional documents that may be necessary to finalize and implement this Agreement.

16. Payments and Attorneys' Fees and Costs. Each party to this Agreement shall bear its/his own attorneys' fees and costs arising out of, or related to the development of, or any dispute regarding this Agreement.

17. Execution by Facsimile or in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement. A facsimile version of any party's signature shall be deemed an original signature. Each counterpart shall be deemed an original and the same document for all purposes.

18. Severability. If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

19. Interpretation. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

20. District Defined. The term "District" includes the National School District, its agents, officers, employees, attorneys, successors, predecessors, insurers, and members of the Board of Trustees.

21. Voluntary Agreement. Employee represents that he has read this Agreement in full and understands and voluntarily agrees to all such provisions and that the Agreement has been fully explained to him by his own counsel. Employee further declares that, prior to signing this Agreement, he apprised himself of relevant data, through sources of his own selection, including review by his own counsel, in deciding whether to execute this Agreement. Employee further represents that he has, as of the date of execution of this Agreement, the legal capacity to understand, agree to, and sign this Agreement, and that he has not assigned any rights or claims related hereto to any third party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_\_ of \_\_\_\_ 2020.

**EMPLOYEE:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chris Carson  
Assistant Superintendent of  
Business Services

**NATIONAL SCHOOL DISTRICT:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Barbara Avalos  
Board President

**APPROVED AS TO FORM:**

**COUNSEL FOR EMPLOYEE:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Josh Gruenberg, Esq.  
Gruenberg Law

**COUNSEL FOR DISTRICT:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Peter K. Fagen, Esq.  
Jonathan A. Salt, Esq.  
Fagen Friedman & Fulfrost, LLP

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IN WITNESS WHEREOF, the parties have executed this Agreement on the 23<sup>rd</sup> of April 2020.

**EMPLOYEE:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chris Carson  
Assistant Superintendent of  
Business Services

**NATIONAL SCHOOL DISTRICT:**

Dated: April-23-2020

By: Barbara Avalos  
Barbara Avalos  
Board President

**APPROVED AS TO FORM:**

**COUNSEL FOR EMPLOYEE:**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Josh Gruenberg, Esq.  
Gruenberg Law

**COUNSEL FOR DISTRICT:**

Dated: 4/23/20

By: Peter K. Fagen  
Peter K. Fagen, Esq.  
Jonathan A. Salt, Esq.  
Fagen Friedman & Fulfroost, LLP

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IN WITNESS WHEREOF, the parties have executed this Agreement on the \_\_\_ of \_\_\_ 2020.

**EMPLOYEE:**

Dated: 4/24/2020

  
Chris Carson  
Assistant Superintendent of  
Business Services

**NATIONAL SCHOOL DISTRICT:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Barbara Avalos  
Board President

**APPROVED AS TO FORM:**

**COUNSEL FOR EMPLOYEE:**

Dated: 4/24/20

  
Josh Gruenberg, Esq.  
Gruenberg Law

**COUNSEL FOR DISTRICT:**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Peter K. Fagen, Esq.  
Jonathan A. Salt, Esq.  
Fagen Friedman & Fulfroost, LLP