

RESIGNATION AGREEMENT AND RELEASE

This Resignation Agreement and Release ("Agreement") is made by and between the Chula Vista Elementary School District ("District") and Jason Romero ("Mr. Romero" or "Employee"), sometimes collectively referred to herein as the "Parties," with respect to the following recitals, terms and conditions which are a substantive part of this Agreement.

RECITALS

WHEREAS, on or about June 13, 2024, the District and Mr. Romero entered into the current Contract of Employment regarding his employment as the Assistant Superintendent of Human Resources ("Employment Agreement");

WHEREAS, the District and Mr. Romero wish to mutually end Mr. Romero's employment with the District and to mutually terminate the Employment Agreement prior to its expiration pursuant to Section 7.1 of the Employment Agreement;

WHEREAS, this Agreement would supersede the 12-month limitation set forth in the Employment Agreement, and allow for a 16-month payment to Mr. Romero consistent with applicable law;

WHEREAS, the District and Mr. Romero desire to resolve and settle all issues and any possible disputes between them arising from or related to Mr. Romero's employment with and separation from the District ("the Dispute"), and to avoid incurring any additional cost, expense and disruption incident to Mr. Romero's resignation. The Parties further desire to fully and finally settle and release any and all possible present and future claims between them;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. Mr. Romero hereby voluntarily resigns his employment with the District effective February 27, 2026. Mr. Romero's signature on this Agreement shall constitute his irrevocable and unconditional resignation from the District, effective February 27, 2026. The District's signature on this Agreement constitutes acceptance of Mr. Romero's irrevocable and unconditional resignation. No further documentation or action by the District shall be required to make this resignation effective, and this Agreement satisfies the Parties' obligations pursuant to Section 7.1 of the Employment Agreement.
2. During the period of time from the effective date of this Agreement and through Mr. Romero's effective resignation date of February 27, 2026, Mr. Romero shall remain on paid administrative leave and be paid accordingly pursuant to the Employment Agreement.
3. In resolution of any and all possible claims and allegations related to the Dispute and this Agreement and to avoid the exposure and costs associated with any potential litigation, the District agrees to the following consideration:
 - a. Within thirty (30) days of the date of execution of this Agreement, a payment of \$147,500.00, for attorneys' fees and costs ("1099 Settlement Amount"), payable to Joshua D. Gruenberg, APC, shall be sent via certified mail to the following address: Gruenberg Law, Attention Jason Goldwater, 2155 First Avenue, San Diego, CA 92101.

The payment shall be reported on IRS Form 1099 to Employee and Employee's counsel.

- b. Within thirty (30) days following Mr. Romero's effective resignation date as set forth herein, a payment in the amount of \$217,324.29 ("W-2 Settlement Amount"), which is equivalent to sixteen (16) months of Mr. Romero's 2025-2026 base salary at Step 5 of the Salary Schedule in the Contract of Employment, less applicable tax and other applicable deductions, and less the 1099 Settlement Amount, shall be sent via certified mail to Mr. Romero at his home address, which is on file with the District.

The payment shall be reported on an IRS Form W-2 to Employee.

- c. Mr. Romero shall be entitled to continued health benefits coverage, as described in his Employment Agreement, through June 30, 2027, or until he has secured other employment with health benefits, whichever is earlier. After June 30, 2027, and subject to allowance by the District's insurance providers, Mr. Romero will have the option, at his own expense but at the District group rates, to purchase medical, dental, and vision coverage for himself and any dependents.
 - d. Mr. Romero shall be entitled to continued life insurance coverage, as described in his Employment Agreement, through February 27, 2026, or until Mr. Romero finds other employment, whichever occurs first. After February 27, 2026, Mr. Romero will have the option, at his own cost but at the District group rates, to continue the term life policy (without cash value), that the District obtained and maintained including, but not limited to accidental death, in the amount of One Hundred Fifty Thousand Dollars (\$150,000).
 - e. All applicable payroll taxes and other deductions and withholdings shall be deducted from the W-2 Settlement Amount described above.
 - f. Mr. Romero agrees that he will be solely responsible for all taxes arising from all benefits and sums, including, but not limited to the 1099 Settlement Amount and the W-2 Settlement Amount, paid by the District under this Agreement, including, but not limited to, all federal, state and local taxes owed thereon, and further agrees that Mr. Romero will indemnify, defend, and hold the District harmless from any liability arising from any payment or failure to make payment of any tax arising from any benefits or sums received by or paid to Mr. Romero under this Agreement.
 - g. Mr. Romero does not waive any COBRA rights he possesses after the separation of his employment. Whether Mr. Romero shall be entitled to any rights under COBRA shall be determined exclusively by the terms of that statute.
- 4. Pursuant to Paragraph 5 of his Employment Agreement, upon his February 27, 2026 separation, Mr. Romero shall receive compensation for all unused accrued vacation, not to exceed forty-five (45) days, at his then current daily rate of compensation or portion thereof.
 - 5. Mr. Romero agrees that the terms, payments and benefits discussed herein constitute the entire amount of consideration provided to him under this Agreement and that he will not seek any further compensation or benefits for any other claimed salary, wages, benefits, deferred compensation, retirement contributions, damages, costs, or attorneys' fees in connection with the matters encompassed in this Agreement.
 - 6. Mr. Romero represents to the District that no litigation or administrative proceeding has been initiated with regard to his employment with the District, and will not be initiated in the future in regard to the Dispute which claims are released hereunder and that all pending claims or other actions have been finally resolved in their totality, with the exception of any already filed Worker's Compensation claims.

7. This Agreement does not constitute an admission of wrongdoing, contract or statutory violation, or liability on the part of the Parties to this Agreement. This Agreement represents a full and complete resolution of the claims and disputes between the Parties related to the Dispute.
8. For and in consideration of the obligations above described, and except as otherwise expressly stated in this Agreement, Mr. Romero, individually, and on behalf of his successors, trustees, creditors and assigns, completely releases, acquits, and forever discharges the District, its agents, officers, employees, attorneys, successors, predecessors, insurers, and members of the Board of Education, from any and all manner of action or actions, cause or causes of action, suits, contracts, agreements, promises, liabilities, claims (including, but not limited to, claims for attorneys' fees, costs, and sanctions), damages, demands, losses, costs, or expenses of any nature, whether now known or unknown, at law or in equity, vested or contingent, suspected or unsuspected, and whether or not concealed or hidden, which have existed, or which do exist, or which hereafter can, shall, or may exist, with respect to any and all subject matter(s), events and/or transactions whatsoever, including, but not limited to, all those which arise out of or relate to Mr. Romero's employment with and separation from the District.
9. Mr. Romero understands that the release provided for in this Agreement extends to all claims, whether or not claimed or suspected, up to and including the date of execution hereof, and constitutes a waiver of each and all of the provisions of California Civil Code section 1542 which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Mr. Romero hereby waives and relinquishes all rights and benefits he has or may have under section 1542 of the Civil Code of the State of California to the full extent that he may lawfully waive all such rights and benefits pertaining to the subject matter of this Agreement.

10. It is expressly understood and agreed by Mr. Romero that this Agreement is in full accord, satisfaction and discharge of disputed claims, and that this Agreement has been executed with the express intention of effectuating the legal consequences provided for in section 1541 of the California Civil Code, i.e., the extinguishing of all obligations as herein described with certain exceptions as expressly reserved herein. Section 1541 has been fully explained to Mr. Romero by his representative/attorney and is fully understood by him. Section 1541 reads as follows:

AN OBLIGATION IS EXTINGUISHED BY A RELEASE THEREFROM GIVEN TO THE DEBTOR OR THE RELEASED PARTY BY THE CREDITOR OR RELEASING PARTY, UPON A NEW CONSIDERATION, OR IN WRITING, WITH OR WITHOUT NEW CONSIDERATION.

11. The release of claims in this Agreement excludes, and Mr. Romero does not waive, release, or discharge: (a) any right to file an administrative charge or complaint with, or testify, assist, or participate in an investigation, hearing, or proceeding conducted by, the Equal Employment Opportunity Commission, or the California Civil Rights Department, although Mr. Romero waives any right to monetary relief related to any filed charge or administrative complaint; (b) claims that cannot be waived by law, such as workers' compensation or unemployment benefits claims; and (c) indemnification rights Mr. Romero

has against the District, including rights pursuant to Government Code Sections 820 et seq. and 995, and subject to Section 995.2.

12. Age Discrimination in Employment Act (ADEA). Mr. Romero knowingly and voluntarily agrees to waive any rights or claims relating to age discrimination, including claims arising under the ADEA (29 U.S.C.A. § 621, et seq.) and its counterparts:
 - a. Mr. Romero represents and acknowledges that he is waiving any and all rights or claims that he may have for age discrimination, including claims arising under the ADEA and its counterparts;
 - b. Mr. Romero represents and acknowledges that he has the right to have and/or has had representation by an attorney of his choosing in connection with this Agreement;
 - c. Mr. Romero knows and understands that in exchange for the waiver of his rights under the ADEA, he has received consideration in addition to any consideration to which he is already entitled;
 - d. Mr. Romero represents and acknowledges that he has the right to have twenty-one (21) days to consider this waiver and may expressly waive this right by signing this Agreement before that time;
 - e. Mr. Romero represents and acknowledges that he has also been informed of his right, for a period of seven (7) calendar days following the date of execution of this Agreement, to revoke this waiver ("Revocation Period"), and that this Agreement shall not become effective or enforceable until the Revocation Period has expired;
 - f. Any revocation within the seven (7) day Revocation Period must be submitted in writing to Dr. Eduardo Reyes, Superintendent. Any such revocation shall be delivered personally to Dr. Reyes or mailed to his attention, postmarked within seven (7) days of executing this Agreement; and
 - g. In the event of any such revocation of this waiver contained in this section, this Agreement and the obligations contained herein, shall be null and void and of no force and effect.
13. This Agreement contains the sole and entire agreement and understanding of the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments and understandings related hereto are hereby merged. No representations, oral or otherwise, express or implied, other than those contained herein have been made by any party to this Agreement.
14. Each party shall bear its/his own costs, expenses, and attorneys' fees, whether taxable or otherwise, incurred in, arising out of, or in any way related to this Dispute and the matters released herein.
15. The Parties, and their respective agents, employees, representatives, and attorneys, shall keep this Agreement and the terms thereof confidential except as necessary to implement or enforce it. Nothing herein shall prevent the District from making disclosures that it determines are required by law. This Agreement shall be admissible in any action or proceeding to enforce its terms. Mr. Romero may disclose the terms of this Agreement to his spouse, attorney, and tax advisor.
16. The Parties will not make or cause to be made any public statements that disparage, are inimical to, or damage the reputation of the District and its employees or students, or of Mr.

Romero, which statements relate to this matter or facts underlying this Agreement. The District and its managing agents shall not represent or state that Employee was terminated.

17. If any action is necessary to enforce or interpret the terms of this Agreement, the prevailing party or parties (as determined by the Court or other relevant authority) in such action shall be entitled to their reasonable attorneys' fees and costs, including court costs and expert fees, whether or not such proceeding is prosecuted to judgment.
18. Any suit brought by the District or Employee to enforce any provision hereof or for damages for the breach hereof, shall be commenced and maintained exclusively in the County of San Diego, California.
19. This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the laws of the State of California as applied to contracts made and to be performed entirely within California.
20. The language and terms of this Agreement are to be understood in their ordinary sense (except where otherwise defined) and are not to be interpreted in a technical manner so as to unfairly deprive any party of substantive rights.
21. The text of this Agreement is the product of negotiation among both Parties and is not to be construed as having been prepared by one party or the other but shall be construed as if all Parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against any one party.
22. Each party warrants that the person signing below is authorized to sign this Agreement on his/its behalf and to bind him/it to the terms of this Agreement.
23. This Agreement shall not be modified by any party by oral representation made before or after the execution of this Agreement. All modifications must be in writing and signed by the Parties hereto.
24. Each of the Parties hereto agree to perform all acts and to execute, deliver and file all documents reasonably necessary to effectuate the rights and obligations set forth herein and to carry out the purposes and intent of the Agreement.
25. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term or provision shall be severed from this Agreement and deemed not to be a part of this Agreement.
26. This Agreement shall not establish or set a precedent for settlements with any of the District's employees in the future. This settlement is unique to the circumstances and facts in this instance.
27. This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, heirs and personal representatives.
28. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all Parties had executed the same copy hereof. Facsimile or digitally scanned copies shall be deemed originals.

29. This Agreement is executed voluntarily and without any duress or undue influence on the Parties hereto. The Parties acknowledge that:

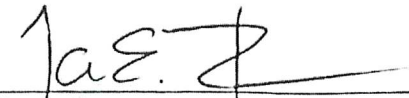
- a. THEY HAVE READ THIS AGREEMENT;
- b. THEY WERE REPRESENTED IN THE PREPARATION, NEGOTIATION, AND EXECUTION OF THIS AGREEMENT BY LEGAL COUNSEL OF THEIR OWN CHOICE OR HAD THE OPPORTUNITY TO RETAIN LEGAL COUNSEL AND HAS ELECTED NOT TO DO SO;
- c. THEY UNDERSTAND THE TERMS AND CONSEQUENCES OF THIS AGREEMENT AND OF THE RELEASES AND WAIVERS IT CONTAINS;
- d. THEY ARE FULLY AWARE OF THE LEGAL AND BINDING EFFECT OF THIS AGREEMENT AND SIGN THE SAME OF THEIR OWN FREE WILL; AND
- e. THEY ARE COMPETENT AND OF SOUND MIND.

30. In the event the District receives an inquiry about Mr. Romero from a prospective employer, the inquiry shall be directed to the Superintendent. If contacted, the District may only offer to provide the attached letter of reference, confirm Mr. Romero's dates of employment, salary, title, the fact that he resigned from employment, and provide only other non-disparaging and non-defamatory information about Mr. Romero as required by law.

31. This Agreement is subject to approval of the District's Board of Education. If the Board of Education does not approve this Agreement, this Agreement is null and void.


IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

ACKNOWLEDGED AND AGREED:



Jason Romero

12/16/25
Date



Dr. Eduardo Reyes
Superintendent, Chula Vista Elementary
School District

12/17/25
Date