

RESIGNATION AND RELEASE AGREEMENT

This Resignation and Release Agreement (“Agreement”) is made and entered into effective August 29, 2023 (“Effective Date”), by and between the BOARD OF EDUCATION OF THE CORONADO UNIFIED SCHOOL DISTRICT (“the District”) and SHANE BAVIS, a certificated employee of the District (“Employee”) (hereafter collectively referred to as “the Parties”).

RECITALS

1. Employee is a permanent certificated employee of the District currently assigned as Assistant Principal at Coronado High School.
2. The District and Employee have mutually determined that it is in the best interest of the Parties to terminate their employment relationship 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, if approved by the Board of Education, shall constitute his irrevocable and unconditional resignation from the District effective June 30, 2024, or sooner if Employee secures comparable school employment per Section 3 (“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 resignation.
3. Administrative Leave. Until the Resignation Date, Employee will continue to be on administrative leave, during which he will receive his regular pay and benefits. During this time, Employee will make good faith efforts to secure comparable school employment outside of the District. For purposes of this Agreement, comparable school employment means regular (non-substitute) employment as a certificated employee in the position of teacher or administrator, or equivalent status if employed in another state. Should Employee secure such comparable school employment, the District will remove him from paid administrative leave effective on his first date of such new employment and the Resignation Date will become that date. Employee or his representative must notify the District within three (3) business days of obtaining such employment. If the District overpays Employee due to failure to provide timely notice, the District is authorized to make any necessary deduction from his final pay warrant. If the amount owed exceeds Employee’s final pay warrant, or if the final warrant was paid prior to the District learning of such outside employment, Employee agrees to fully reimburse the District within thirty (30) days of notification from the District, unless the Parties mutually agree otherwise. If Employee is unable to secure comparable school employment, he will remain

ready, willing and able to perform assignments as directed by the District prior to the Resignation Date.

4. Payment. In addition to remaining on paid administrative leave with full pay and benefits as set forth in Section 3, and as further consideration for this Agreement, the District shall pay Employee a one-time, lump sum payment in the amount of \$42,128.00 (representing four (4) months' salary), subject to any required withholdings. Payment shall be made by September 30, 2023, and shall be made payable and sent (along with a detailed statement of all withholdings) to Employee's counsel as follows: C L LUDMER, 11440 W. Bernardo Court, Suite 300, San Diego, CA 92127. Employee's counsel shall provide the District with a Form W-9 prior to payment.

5. Health and Welfare Benefits. The District will continue Employee's District-provided health and welfare benefits through the Resignation Date. Employee's Consolidated Omnibus Reconciliation Act ("COBRA") rights, if any, shall commence the following day. Employee may exercise any such rights to COBRA continuation coverage, if applicable, if he makes the appropriate application within legal timelines, 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.

6. Unemployment Benefits. The District agrees not to oppose or otherwise object to any application by Employee for unemployment benefits. In response to any claim for unemployment benefits, the District shall provide accurate information as requested by the appropriate state agency. The District makes no representations as to Employee's right, eligibility or ability to obtain unemployment benefits.

7. Return of Property. The District shall allow Employee to retrieve his personal belongings, if any, from his work location at an agreeable time before or after school hours, subject to supervision by an administrator or designee. Employee shall return to the District any and all property belonging to the District, including but not limited to, all keys, office equipment, computers, telephones, documents, records, files, written materials, electronic information, funds, and other District property (originals or copies in whatever form) in his possession.

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

9. STRS Benefits. The District makes no representations or assurances as to Employee's eligibility with respect to STRS 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 or receipt of STRS credits or benefits. No later than 30 days after the Resignation Date, the District will provide Employee with official documentation detailing his accumulated sick leave at the time of his resignation.

10. No Admission of Fault. This Agreement is entered into by the Parties for the purpose of compromising and settling any and all potential disputes they may have against each other. It does not constitute, nor shall it be construed as, an admission of fault and/or liability by either party for any purpose.

11. Mandatory Reporting of Change in Employment Status to the California Commission on Teacher Credentialing ("CTC"). The Parties acknowledge that, in compliance with Title 5, section 80303 of the California Code of Regulations, the District must notify the California Commission on Teacher Credentialing of Employee's change in employment status due to his resignation. Any such required notice will be made within 30 days of the Resignation Date.

12. Investigation. The Parties acknowledge that they are entering into this Agreement during a pending law enforcement investigation in which Employee has maintained his complete innocence. The Parties agree that the mere existence of such an investigation does not mean that Employee or any other person committed a crime. In the event Employee is charged with a crime that would require the District to place an employee on compulsory leave of absence per Education Code section 44940, any ongoing pay and benefits required by Section 3 shall be governed by the procedures and requirements set forth in California Education Code section 44940.5. Separately, any ongoing pay and benefits required by Section 3 shall immediately cease should Employee be convicted of a crime prohibiting school employment under California Education Code sections 44830.1 and 44836. The Parties acknowledge that this Agreement is subject to all such statutory requirements (including but not limited to Education Code sections 44940.5(b) and (c)), as though fully set forth herein. Nothing in this Section 12 should be construed as any opinion by the District as to the propriety of any law enforcement investigation. The Parties acknowledge and agree that the existence of any such investigation is not the reason for, and has no bearing on (other than as set forth in this Section 12), Employee's resignation or this Agreement.

13. Site Notice. Following Board ratification of this Agreement, Employee's site Principal will notify staff via email that: "Mr. Bavis has decided not to return as Assistant Principal at Coronado High School. We thank him for his past service and ask that you respect his privacy as he moves on to the next chapter of his life."

14. Release. Other than the obligations set forth in this Agreement, the Parties hereby mutually release, acquit, and forever discharge each other, their 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 they may have or may claim to have as a result of or in any way related to Employee's employment with the District or termination of the same, including, but not limited to Employee's 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, and any claims for wrongful termination from employment. The Parties therefore

agree that they 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 his 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 his favor at the time of executing the release, which if known to him or his must have materially affected his or his settlement with the debtor.

The Parties expressly acknowledge that this release is intended to include in its effect, without limitation, all claims and causes of action that they do not know or suspect to exist in their favor and that this release contemplates the extinguishment of all such claims and causes of action.

15. 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 him.
- b. Employee expressly understands that this waiver refers to rights or claims arising under the ADEA of 1967;
- 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 to 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;
- e. Employee acknowledges that, by this document, the District expressly advised his to consult with an attorney of his choosing prior to executing this document and that he has, in fact, consulted an attorney; and,
- f. 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 7 days after execution by him, and this Agreement shall not become effective or enforceable until this period has expired.

16. 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.

17. 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.

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

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

20. Attorneys' Fees and Costs. Each party shall bear her/its own attorneys' fees and costs arising out of or related to the development of this Agreement.

21. 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.

22. 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.

23. 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.

24. 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.

25. Voluntary Agreement. Employee represents that he has read this Agreement and its attachments, if any, in full and understands and voluntarily agrees to all such provisions. Employee further declares that, prior to signing this Agreement, he apprised herself of relevant data, through sources of his own selection, including consultation with his own attorney, 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.

26. Non-Disparagement. Employee agrees and promises that he will not undertake any harassing or disparaging conduct directed at the District, and that he will refrain from making any negative, detracting, or derogatory statements about the District. The District agrees and promises that its Board of Education and its management employees will not, directly or indirectly, undertake any harassing or disparaging conduct directed at Employee, and that they will refrain from making any negative, detracting, or derogatory statements about Employee. Unsolicited statements by third parties at public Board meetings do not violate this paragraph. Nothing in this Agreement prevents the District from making any disclosures required by law, including but not limited to the Public Records Act, Brown Act and Title 5, section 80303 of the California Code of Regulations. Nothing in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination, or any other conduct that Employee has reason to believe is unlawful. Employee acknowledges having had at least five (5) business days to review this provision.

27. Attorney's Fees for Breach or Enforcement. In any action or proceeding to enforce, or for breach of, this Agreement, the prevailing party shall, in addition to any other legal or equitable remedy awarded, recover his or its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below ("Date of Execution").

EMPLOYEE:

Dated: _____
Insert text here 8/29/2023

Shane M. Bavis
Shane Bavis

CORONADO UNIFIED SCHOOL DISTRICT:

Dated: 8/29/23

By: Donna A. Tripi
Donna Tripi
Director, Human Resources