

SEPARATION AGREEMENT AND RELEASE

THIS SEPARATION AGREEMENT AND RELEASE ("Agreement") is entered into by and between LISA REYNOSO (hereinafter "Reynoso") and FULLERTON SCHOOL DISTRICT (hereinafter "District") and is made with reference to the following facts:

RECITALS

- A. Reynoso was a permanent classified employee of the District.
- B. The District took action to terminate Reynoso effective June 8, 2011, which termination Reynoso has appealed to the District's Personnel Commission.
- C. Reynoso has also asserted that she has certain rights and claims against the District in connection with her employment and the termination of that employment.
- D. It is the desire of the parties to avoid the cost and expense of formal disciplinary proceedings and resolve any and all outstanding disputes and claims that might exist with respect to her employment and/or termination of her employment by the District.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained hereby, the parties hereto agree as follows:

1. Reynoso does hereby resign from her District employment effective June 8, 2011, and waives any and all rights to reemployment with the District. Reynoso specifically understands that this constitutes her irrevocable resignation as of that date, which she makes of her own free will and choice, without any representation of facts or law by the District, and expressly assumes the risk that the facts or law may be different from what she anticipates them to be. Reynoso agrees that her resignation shall be effective and binding in all respects and not subject to termination or rescission by reason of any such difference in facts or law. As a result of said resignation, Reynoso recognizes that she has no further rights to employment by the District beyond June 8, 2011 and that she has no rights of reemployment. Reynoso's resignation is hereby accepted by the District.

2. As a result of Reynoso's resignation as provided in this Agreement, the dismissal proceedings and the request for hearing are hereby withdrawn.

3. In consideration of the release as set forth in this Agreement and as full and complete compensation for any and all claims, demands or causes of action, which Reynoso may have against the District, the District agrees to pay Reynoso within fifteen (15) days from the execution of this Agreement by all parties, the total sum of Thirty-Five Thousand Dollars (\$35,000.00) subject to applicable state and federal withholdings required by law.

4. In consideration of the compensation provided for by this Agreement, Reynoso for herself, her successors, assigns and representatives, does hereby release the District, its officers, agents, employees, insurers, successors, predecessors, assigns and representatives, of and from any and all claims, actions, causes of action, damages, costs, contracts, covenants, representations, warranties, promises, undertakings, obligations, losses, liabilities, rights of action and demands of any kind whatsoever, whether known or unknown, accrued or to accrue, anticipated or unanticipated, arising out of or in any way related to, without limitation, Reynoso's employment by the District or the termination of that employment (collectively, "Claims"). The matters released include by way of example and not limitation: claims for injury to Reynoso arising out of or relating to the course and scope of her employment by the District; claims for alleged violations of any contract, express or implied, or any covenant of good faith and fair dealing, express or implied; claims of any legal restrictions on the District's right to discipline, terminate or lay off its employees; any allegation of constructive discharge or wrongful discharge or tort; claims for defamation, invasion of privacy, emotional and/or personal injury or distress or the like; claims for sick leave, vacation, compensated time off, separation pay or severance pay; and claims for violation of any contractual agreement or any local, state, federal or governmental constitutional provision, statute, regulation or ordinance, as amended, or any public policy expressed in any statute, regulation or ordinance, including, without limitation, the following: Title VII of the Civil Rights Act of 1964 (race, color, religion, sex, national origin); 42 U.S.C. 1981 and 1983 (discrimination in the making and enforcement of contracts, deprivation of rights); state Equal Pay Acts (29 U.S.C. section 206(d)(1) and California Labor Code sections 3200 *et seq.*); California Fair Employment and Housing Act, California Government Code sections 12940 *et seq.* (discrimination, including race, color, national origin,

ancestry, physical handicap, mental condition, marital status, age, gender or retaliation); Labor Code § 1102.1 (sexual orientation); Executive Order 11246 (race, color, religion, sex, national origin discrimination); Executive Order 11141 (age discrimination); Rehabilitation Act of 1973 (27 U.S.C. sections 503 and 504); Civil Rights Act of 1991; Americans With Disabilities Act; Employment, Retirement and Income Security Act of 1974 (ERISA); state or federal Family Medical Leave Act; the Unruh Civil Rights Act (California Civil Code sections 51, *et seq.*); and the California Education, Civil, Government and Labor Codes.

5. Reynoso understands that she may hereafter discover facts, rights or remedies different from or in addition to those now known to exist arising out of the employment relationship recited above, or the matters for which releases have been given herein. Reynoso expressly acknowledges, accepts and assumes the risk that facts, rights or remedies different from or in addition to those now known may be discovered, and agrees that the foregoing settlement and release shall be in all respects effective, and not subject to termination, rescission, or modification by reason of any such different or later-discovered facts, rights or remedies.

6. The parties intend and agree that this Agreement will be effective as a full, final and general release of and from all matters covered herein. In furtherance thereof, Reynoso acknowledges that she is familiar with California Civil Code section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

Reynoso expressly acknowledges that the import and effect of the above-recited provisions have been fully explained to her by her legal counsel and does hereby waive and release any right or benefit which she may have or may in the future have under California Civil Code section 1542 and all similar laws, rules and statutes, to the fullest extent that such rights or benefits may be lawfully waived and released.

7. In executing this Agreement, neither party admits to the truth and merits of any positions asserted by the other party or any false or lack of merits in any position asserted by it with respect to issues set forth in the Recitals above.

8. Each party acknowledges that she or it has been represented by independent legal counsel of her or its own choice throughout all of the negotiations preceding execution of this Agreement and each party has executed this Agreement with the consent and approval of such independent legal counsel.

9. This Agreement contains and expresses the entire and final agreement of the parties with respect to the matters covered herein, and supersedes all negotiations, prior discussions, prior agreements, and preliminary agreements between the parties. No promises or representations, express or implied, concerning this Agreement have been made by the parties other than those contained in this Agreement. Any alteration or modification of this Agreement must be in writing and signed by each party to it or their authorized representatives. In the event a court of competent jurisdiction determines that any provision of this Agreement or application of it is void, invalid, unenforceable, or contrary to law for any reason, its remaining provisions shall remain in full force and effect. This Agreement shall forever bind and inure to the benefit of the parties and their respect successors and assigns or every type.

10. This Agreement has been executed voluntarily by the parties hereto with full knowledge of its significance after the opportunity to consult with legal counsel and with the express intention of effecting the extinguishment of the rights, demands and claims arising of or in connection with the matters specified herein. No party has been coerced in any way nor has acted under any duress in entering into this Agreement. Both parties have participated equally in the drafting of this Agreement, and any presumption against the drafting party which might otherwise apply shall have no application to this Agreement. This Agreement will be construed and enforced in accordance with the laws of the State of California to the extent such laws are not preempted by applicable federal law.

11. This Agreement may be executed in two or more counterparts, including typewritten, photographic, or facsimile copies, each of which shall be deemed to be an original Agreement, and all of which together shall constitute one Agreement. True and correct copies, including facsimile copies, may be used in lieu of the original.

12. THE UNDERSIGNED PARTIES AND EACH OF THEM ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ THIS AGREEMENT AND HAVE HAD THE

OPPORTUNITY TO DISCUSS THE CONTENTS OF THIS AGREEMENT WITH THEIR RESPECTIVE ATTORNEYS, AND, AS A RESULT, FULLY UNDERSTAND THE TERMS AND CONSEQUENCES OF THIS AGREEMENT. BASED UPON THEIR KNOWLEDGE AND UNDERSTANDING OF THIS AGREEMENT, THE PARTIES HERETO REPRESENT AND WARRANT THAT THEY FREELY AND VOLUNTARILY ENTER INTO IT ON THE DATES SET FORTH BELOW.

DATE: August 23, 2011

FULLERTON SCHOOL DISTRICT

By: _____

Its: _____

[Signature]

SUPERINTENDENT-FSD

DATE: August 10, 2011

LISA REYNOSO

[Signature]