

SETTLEMENT AND RELEASE AGREEMENT

This SETTLEMENT AND RELEASE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between the COACHELLA VALLEY UNIFIED SCHOOL DISTRICT (hereinafter "District") and MARIA G. GANDERA, Ed.D. (hereinafter "Gandera"), collectively referred to as "the Parties."

RECITALS

WHEREAS, Gandera and the District executed an agreement for Gandera's employment as the Superintendent of the District (hereinafter "Employment Contract"), effective July 1, 2019; and

WHEREAS, a potential dispute exists among the Parties regarding Gandera's employment with the District; and

WHEREAS, the Parties desire to resolve any and all disputes, disagreements, claims, and rights of reimbursement concerning or relating to Gandera's employment with the District and the terms and conditions of the Employment Contract by entering into this Agreement as a full, final, and complete settlement of this matter.

NOW, THEREFORE, it is agreed to, by and between the Parties, as follows:

1. **Recitals.** The preceding recitals are hereby incorporated herein by this reference and are expressly made as covenants of this Agreement. The foregoing recitals are true and correct.
2. **Separation from the District.** Gandera acknowledges and agrees that she shall resign from her employment with the District effective February 4, 2021 (hereinafter "Separation Date"). Gandera agrees that she submits this resignation voluntarily and that it is irrevocable upon approval of this Agreement by the District's Governing Board.
3. **Waiver of Future Employment.** Gandera agrees and understands that upon the Separation Date, she waives any rights to future employment with the District and shall not seek employment with the District in the future. Gandera agrees that, should she apply for employment with the District, the District shall have cause to deny her application for employment without recourse. Gandera acknowledges and agrees that she has not yet filed a claim against the District in court, before an administrative agency, in an alternative dispute resolution forum, or through the District's internal complaint process, and is not an aggrieved person pursuant to CCP § 1002.5.
4. **Consideration by the District.** In consideration of the releases, promises, and covenants made herein by Gandera, the District shall provide the following:
 - a. **Payment.** Payment in the amount of Two Hundred Fifty-Nine Thousand and 00/100 Dollars (\$259,000.00), payable in one check made out to MARIA G. GANDERA, to be delivered within thirty (30) days of the Separation Date. The Payment shall be made in one check payable to

MARIA G. GANDERA, subject to applicable deductions and withholdings.

- b. Vacation Days. Gandera shall receive a one-time lump sum payment in the amount of Forty Thousand, Four Hundred Eighty-Five and 00/100 Dollars (\$40,485.00), subject to applicable deductions and withholdings, payable in one check made out to MARIA G. GANDERA, and to be delivered within thirty (30) days of the Separation Date. This lump sum payment represents Gandera's accrued and unused vacation days in the amount of forty (40) vacation days pursuant to the terms of her Employment Contract.
- c. Medical Coverage. Gandera shall receive medical insurance coverage, paid by the District in the same manner as she received during her tenure as Superintendent, for herself and her eligible dependents for up to twelve (12) months from the Separation Date, or until Gandera finds employment elsewhere and medical benefits commence with her new employer, whichever occurs first, in accordance with her Employment Contract.

Gandera understands and agrees that she is not entitled to any other consideration, compensation, or benefit from the District whatsoever other than the payments and benefits as described under this Section and as may be described in Paragraph 12. Gandera further understands and agrees that execution of this Agreement constitutes a waiver of any payments that she may be entitled to under the terms of the Employment Contract. In the event Gandera is convicted of a crime involving an abuse of office or position, Gandera shall reimburse the District for any paid leave and cash settlement pursuant to Government Code sections 53243 through 53244.

Gandera agrees and understands that she will fully assume all tax obligations, if any, relating to the payments made to her and that she will be exclusively liable for the payment of all federal, state, and local taxes, if any, that may be determined to be due as a result of any amounts paid under this Agreement. Gandera further acknowledges, agrees, and hereby represents that she will pay such taxes, if any, at the time and in the amount required of her. In addition, Gandera agrees to fully indemnify and hold harmless the District from payment of any and all taxes, interest, or penalties that may be required of it by any government agency at any time as a result of any payment or consideration paid by the District under this Agreement, for which no deductions were made. Gandera further acknowledges that neither the District nor any representatives or attorneys thereof have made any promise, representation, or warranty, express or implied, regarding the tax consequences of any consideration paid under this Agreement. The sums paid under this paragraph represents an amount to which Gandera is not otherwise entitled, but for Gandera's execution of this Agreement.

5. Letter of Reference. The Board agrees to provide Gandera with a neutral letter of reference for use in future employment opportunities.

6. Return of District Property. Gandera shall return all District property she has in her custody, possession, or control, including, but not limited to, equipment, tangible proprietary information, and documents, records, notes, contracts, and computer data furnished

to or prepared by Gandra in her capacity as the District Superintendent. Gandra's obligations under this subsection shall survive the termination of her employment with the District.

7. **Release by Gandra.** Gandra agrees for herself, her heirs, executors, administrators, successors and assigns, to forever release and discharge the District, its elected and appointed officials, employees, attorneys, and former employees ("District Releasees") from any and all claims, debts, promises, agreements, demands, damages, causes of action, attorneys' fees and costs, losses and expenses of every nature whatsoever, known or unknown, suspected or unsuspected, filed or unfiled, and covenants not to sue or otherwise initiate or cause to be initiated any legal or administrative proceeding against the District Releasees with respect to any matter arising out of, or in connection with, Gandra's employment with the District and the conclusion of that employment, including any and all claims or demands related to salary, vacation pay, administrative leave, sick leave, holidays, and benefits pursuant to any federal, state, or local law. Gandra specifically agrees and acknowledges that she has received all wages due to her as a result of her employment with the District as of the date of this Agreement.

Without limiting the foregoing, Gandra understands and agrees that she is waiving any and all rights she had to pursue any causes of action available to her including, but not limited to, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional harm, wrongful discharge, violation of public policy, defamation, violation of the California Labor Code, the California Business and Professions Code, the California Constitution, the California Government Code, the California Education Code, or any other facts, transactions, or occurrences relating to Gandra's employment with the District.

8. **Waiver by Gandra.** For the purpose of implementing a full and complete release and discharge of the District, Gandra expressly acknowledges that this Agreement is also intended to include, in its effect, without limitation, all claims which Gandra knows of or expects to exist in her favor at the time of the date of execution hereof, and that Gandra agrees that this Agreement contemplates the extinguishment of any such claim or claims related to or arising out of the facts giving rise to this Agreement, including any pending or anticipated claims against the District. Gandra expressly waives and relinquishes all rights and benefits she may have under Section 1542 of the California Civil Code against one another. Section 1542 reads as follows:

Section 1542. [Certain Claims Not Affected by General Release] 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.

It is expressly understood and agreed by Gandra that the possibility of unknown claims exists and has been explicitly taken into account in determining the consideration to be given for this Agreement and that a portion of the consideration, having been bargained for with full knowledge of the possibility of such unknown claims, was given in exchange for the release and discharge of the matters, claims, and/or rights covered by this Agreement.

9. **Age Discrimination in Employment Act.** Gandra further hereby acknowledges and understands, and the District agrees, that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that Gandra has or may claim to have under the Age Discrimination in Employment Act (“ADEA”), as amended by the Older Workers’ Benefit Protection Act of 1990 (29 U.S.C. §§ 621, et seq.), through the effective date of this Agreement. Gandra acknowledges and agrees that:

- a. She has read and understands the terms of this Agreement;
- b. The Consideration provided pursuant to this Agreement is in addition to any consideration that she would otherwise be entitled to receive;
- c. She has been and is hereby advised in writing to consult with an attorney prior to signing this Agreement, and that she has received such legal counsel that she deems necessary;
- d. She has been provided a full and ample opportunity to study this Agreement, including a period of at least twenty-one (21) days within which to consider it;
- e. To the extent that Gandra takes less than twenty-one (21) days to consider this Agreement before execution, Gandra acknowledges that she had sufficient time to consider this Agreement with her counsel and that she expressly, voluntarily, and knowingly waives any additional time; and
- f. She is aware of her right to revoke this Agreement at any time within the seven (7) day period following the date she signs the Agreement and that the Agreement shall not become effective or enforceable until the seven (7) day revocation period expires. Notice of revocation must be made in writing and must be received by the District by sending a letter to counsel at Olivarez Madrugá Lemieux O’Neill LLP, c/o Rick Olivarez, 500 S. Grand Ave., Floor 12, Los Angeles, CA 90071, no later than the seventh day after Gandra executes this Agreement.

Gandra understands that the right of revocation set forth in this section applies only to the release of any claim under the ADEA. If Gandra elects to revoke this Agreement for ADEA claims, the District will have the option to: (i) enforce this Agreement in its totality, excluding waived ADEA claims, or (ii) rescind the entire Agreement.

10. **No Admission of Liability.** The receipt of payments and benefits shall not be considered in any way an admission of liability or wrongdoing by the District, its Governing Board, or any of its officers, executives, attorneys, agents, employees, or former employees. Rather, said payments are solely the product of a compromise of the conflicting claims of the Parties, and are made in consideration of Gandra executing the releases contained herein.

11. **Confidential Information.** Gandra acknowledges that by reason of her position as the Superintendent, she has obtained access to confidential materials and information, including private employee information, private student information, confidential litigation information, confidential financial information, and other confidential materials affecting or

relating to District matters. Gandera represents that she has and continues to maintain the confidentiality of such information and will not use such information without prior written consent by the District.

12. **Waiver of All Other Benefits.** With the exception of reporting accrued and unused sick leave to CalSTRS and/or a new school district employer, Gandera expressly waives and relinquishes the right to claim or receive all other benefits and leaves accrued during her employment with the District, including, but not limited to, personal leave, flex time, holiday pay, administrative leave, stipends, and non-health benefits.

13. **Non-Disparagement.** Gandera acknowledges and agrees not to make any statements that are professionally or personally disparaging about the District (including any of its present or former members of the Governing Board, staff, employees, agents, attorneys, volunteers, and consultants) including, but not limited to, any statements that disparage any person, department, group, services, finances, financial condition, capability, or any other aspect of the business of the District. The District's Governing Board acknowledges and agrees not to make any statement that is personally or professionally disparaging about Gandera. For purposes of this Agreement, the word "disparage" shall include any verbal or written statement that exposes the person or entity, to whom the statement is directed or about, to contempt or ridicule, or that in any way impugns his/her honesty, integrity, professionalism, or competence.

14. **Confidentiality.** The District and Gandera acknowledge and agree that the terms and provisions of this Agreement will remain confidential to the extent allowable by law. Gandera further agrees that she will not disclose, privately or publicly, or knowingly cause or allow to be disclosed, privately or publicly, any of the terms or provisions of the Agreement to any person or entity, except to her immediate family, attorneys, and accountants, as required by law, as necessary to comply with the law (e.g., as directed by a subpoena or court order), or in the event that legal proceedings are commenced to enforce any obligation of a party hereunder. For purposes of this Agreement, "immediate family" shall be limited to parents, children, and siblings, by birth or adoption, and a spouse.

15. **Cooperation and Indemnity.**

- a. Gandera agrees to extend reasonable cooperation to the District in connection with any legal matters, if so requested by the District, including making herself reasonably available for deposition and/or court appearances at the District's request. Such cooperation shall be arranged so as not to interfere with Gandera's employment elsewhere and/or business. Gandera shall be compensated for her expenses incurred in this cooperation, such as parking fees, gas mileage, travel costs, and other out of pocket expenses, but shall not compensate Gandera for her time.
- b. The District agrees to defend and indemnify Gandera against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including reasonable attorneys' fees and costs) brought in any civil or administrative proceeding which arise out of, relate to, or result from any unintentional or

negligent act or omission Gandra conducted within the scope and course of her employment with the District. Knowing and intentional acts or omissions shall not be covered by this Section. Any allegations of criminal conduct are specifically excluded from this Section.

16. **Entire Agreement.** This Agreement embodies the entire agreement of all the Parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the Parties to this Agreement. The Parties to this Agreement each acknowledge that no representations, inducements, promises, agreements, or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Agreement; that they have not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact, or circumstance not expressly set forth in this Agreement; and that no representation, inducement, promise, agreement, or warranty not contained in this Agreement including, but not limited to, any purported settlements, modifications, waivers, or terminations of this Agreement, shall be valid or binding unless executed in writing by Gandra and the District. This Agreement may be amended, and any provision herein waived, but only in writing, signed by the Party against whom such an amendment or waiver is sought to be enforced.

17. **Construction.** This Agreement shall not be construed in favor of one Party or against the other.

18. **Section Headings.** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

19. **Not Precedent Setting.** The terms and conditions of settlement are unique only to this case and shall not be used as precedent in any future matters involving the District or any other employee.

20. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all other provisions of the Agreement be construed to remain fully valid, enforceable, and binding on the Parties.

21. **Compliance with Terms.** The failure to insist upon compliance with any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

22. **Governing Law and Jurisdiction.** This Agreement shall be interpreted under the laws of the State of California, both as to interpretation and performance.

23. **Execution.** This Agreement may be executed in counterparts, each of which will constitute an original, and all of which, taken together, will constitute an entire agreement, and that electronic or facsimile copies of any signatures will have the same force and effect as an original signature.

24. **Voluntary and Knowing.** Gandra represents that she has carefully read this entire Agreement and that she knows and understands its contents. Gandra has had the opportunity to receive independent legal advice from an attorney of her choice with respect to the preparation, review, and advisability of executing this Agreement. Gandra represents and acknowledges that she is freely and voluntarily executing this Agreement without any duress or undue influence, and with a full understanding of the legal and binding effect of this Agreement.

THE PARTIES, AND EACH OF THEM, AFFIRM THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT, AND THAT THEY AFFIX THEIR SIGNATURES HERETO VOLUNTARILY AND WITHOUT COERCION. MARIA G. GANDERA AND THE COACHELLA VALLEY UNIFIED SCHOOL DISTRICT FURTHER ACKNOWLEDGE THAT THE RELEASES AND WAIVERS EACH HAS MADE AND THE TERMS EACH HAS AGREED TO HEREIN ARE KNOWING, CONSCIOUS, AND WITH FULL APPRECIATION THAT THEY ARE FORECLOSED FROM PURSUING ANY OF THE RIGHTS SO WAIVED.

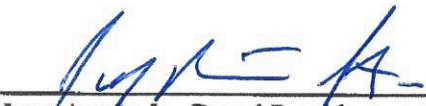
IN WITNESS WHEREOF, THE PARTIES HERETO EXECUTE AND EXPRESSLY AGREE TO THE TERMS OF THIS AGREEMENT:

Dated: 2/4/2021



Maria G. Gandra, Ed.D.


Dated: 2/5/2021



Joey Acuña Jr., Board President, and
authorized agent on behalf of
Coachella Valley Unified School District

APPROVED AS TO FORM:

Dated: 2/5/21



Rick Olivarez, Attorney for
Coachella Valley Unified School District