

GOLDEN VALLEY UNIFIED SCHOOL DISTRICT

RESIGNATION AGREEMENT

ROD WALLACE

This Resignation Agreement (“Agreement”) is made and entered into by and between the Golden Valley Unified School District (“District”) and Rodney Wallace, Superintendent, (“Superintendent”) and is dated March 23, 2021 for reference purposes.

RECITALS

A. The terms of Superintendent’s employment are defined by an Employment Agreement dated October 8, 2018, and as modified by an addendum dated June 11, 2019.

B. The purpose of this Agreement is to set forth the terms of the Superintendent’s departure and to resolve all issues and disputes related in any way to the Superintendent’s employment and resignation.

C. The parties desire to avoid the time and expense attendant upon potential administrative and civil litigation and to settle, once and forever, all disputes arising out of, related to, or in any manner connected with Superintendent’s employment with the District.

The parties agree as follows:

1. **Recitals.** The recitals set forth above are true.
2. **Resignation.** Superintendent hereby voluntarily resigns from the District effective June 30, 2021. Superintendent’s signature on this Agreement shall constitute Superintendent’s irrevocable resignation from the District, which is hereby accepted by the Governing Board. This provision is self-executing.
3. **Employer Approved Leave.** Between the effective date of this Agreement and Superintendent’s resignation on June 30, 2021, Superintendent shall be on a paid leave of absence and will continue to receive his regular salary and benefits.
4. **District Contribution into an Employer Paid Section 403b Plan.** The District agrees to establish an IRS Section 403b Employer Paid Plan (the “Plan”). The District agrees to pay \$ \$63,000 in total into the Superintendent’s Plan. The District will pay the maximum amount allowed by law in the 2021 calendar year. This payment will be made in July 2021. If the District is not permitted by law to make all contributions required in any given calendar year, then the District shall pay the balance, if any, in the following calendar year in the month of January, 2022. The parties anticipate that the 2021 payment will be approximately \$58,000 and the 2022 payment will be approximately \$5,000. The Superintendent agrees to select a provider allowed by the Plan and to take all other actions necessary to permit the District to fund the Plan. All payments and all provisions of the Plan shall be consistent with all requirements of law. Funds deposited into the Plan shall be invested only in investment vehicles that are allowed by federal

and state law. Following any deposit of funds to the Plan by the District, the Superintendent shall direct the investment of the accounts. The District shall have no liability for any investment decisions made by the Superintendent.

5. **Health Benefits/COBRA.**

a. **District Contribution.** District shall not be obligated to may any contribution toward health benefits after the effective date of this Agreement. Thus, District provided benefits shall cease effective June 30, 2021.

b. **COBRA Entitlement.** Superintendent's rights under the Consolidated Omnibus Budget Reconciliation Act ("COBRA") shall commence on the first day of the month after the District ceases making a contribution toward his health benefits. The parties agree that Superintendent may elect to self-pay for health benefits under COBRA until termination of COBRA coverage as required by law.

c. **Notices.** Superintendent's execution of this Agreement constitutes his receipt of his initial COBRA notice with the understanding that Superintendent will receive and then be required to execute all required documentation to obtain benefits under COBRA.

d. **Compliance with Requirements.** Superintendent agrees to comply with all requirements imposed by the District, its benefit providers, and the law, including the payment of all required premiums each month in advance.

6. **Vacation.** Superintendent was not entitled to accrue vacation; therefore, the parties agree that Superintendent is not entitled to any vacation payout.

7. **Non-Disparagement.** The Superintendent and the District, and its Board of Trustees, agree not to make negative comments, remarks or references about each other verbally or in writing unless required by law. Instead, the parties agree to continue to demonstrate respect and professionalism toward one another.

8. **Resignation Announcement.** Superintendent and District agree that Superintendent's resignation shall be announced to the staff and the community as soon as possible. The parties agree that the statement attached as Exhibit A shall be issued by the Superintendent and the Board President and released to the staff and members of the public.

9. **Employment of New District Leadership/Transition Assistance.** Following approval of this Agreement, Superintendent agrees that District may post a vacancy announcement and seek to employ a new permanent superintendent in any manner it desires. Superintendent authorizes the Governing Board to immediately initiate a process to replace him with an interim, acting or permanent appointee, as the Board, in its sole discretion, sees fit. In addition, Superintendent agrees to work in good faith with any individuals designated by the Board to transition leadership responsibilities. Superintendent agrees to allow any other individuals designated by the Board to attend open and closed session board meetings and assume other duties and responsibilities customarily performed exclusively by the

Superintendent, as the Board may direct.

10. **Prospective Employer Inquires.** The Board shall limit its written and oral response to inquiries from prospective employers to Superintendent's employment history, such as his date of hire, salary, job duties, date of resignation, and positions held within the District. All prospective employer inquiries will be forwarded to the Board President for response.

11. **General Release.** Superintendent and District hereby irrevocably and unconditionally release one another, their agents, assigns, attorneys, executives, managers, officers, trustees, employees, successors-in-interest from all charges, complaints, claims, allegations, actions, causes of action, or liabilities of any nature whatsoever, including contemplated civil actions, state or federal administrative complaints, race, national origin, disability or other forms of discrimination claims, unemployment claims, including (but not limited to) claims under: (1) Title VII of the Civil Rights Act of 1964, (race, color, religion, sex and national origin discrimination); (2) the Americans with Disabilities Act; (3) 42 U.S.C. section 1981 (discrimination); (4) 29 U.S.C. sections 621-634 (age discrimination); (5) 29 U.S.C. section 206(d)(i) (equal pay); (6) the California Fair Employment and Housing Act, (discrimination including race, color, national origin, ancestry, physical and mental disability, medical condition, religion, marital status, sex, sexual orientation or age); (7) the California Education Code; (8) Labor Code sections 1102.5 et. seq; (9) the Education Employee Relations Act; and (10) any other claims or complaints of any nature whatsoever.

The parties expressly acknowledge that this release is intended to include in its effect all claims and causes of action, known or unknown, suspected or unsuspected, which Superintendent and/or the District presently has or might have with regard to Superintendent's employment with the District.

Superintendent and District expressly waive and release all rights and benefits afforded by section 1542 of the Civil Code of the State of California and they do so understanding and acknowledging the significance and consequence of such specific waiver of section 1542. Section 1542 of the California Civil Code states 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.

12. **ADEA/OWBPA.** The Age Discrimination in Employment Act of 1967 ("ADEA"), 29 U.S.C. §§ 621, et seq., makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act ("OWBPA") further augments the ADEA by adding subsection (f) to 29 U.S.C. §626 and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. Superintendent acknowledges that no facts exist in support of any contention of a violation of the ADEA or OWBPA, nor has Superintendent alleged that the District has discriminated against his on the basis of age. By entering into this Agreement,

Superintendent acknowledges that he is, knowingly and voluntarily, for just compensation in addition to anything of value to which Superintendent was already entitled, waiving and releasing any rights he may have under the ADEA and the OWBPA.

Superintendent further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- a. Superintendent understands this waiver/release.
- b. Superintendent is aware of and has been advised of his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA, or similar age discrimination laws.
- c. Superintendent is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this Agreement, and the waiver and release of any rights he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the twenty-one (21) days.
- d. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the date of this Agreement.
- e. Superintendent is hereby advised that he should consult with an attorney prior to executing this Agreement.
- f. Superintendent has had an opportunity to discuss this waiver and release with, and to be advised with respect thereto, by an attorney of his choice, and that he does not need any additional time within which to review and consider this Agreement.
- g. Superintendent has seven (7) days following his execution of this Agreement to revoke his waiver of claims under the ADEA and the OWBPA only. If Superintendent revokes this waiver of the ADEA claims, all other terms and provisions of this Agreement shall remain in full force and effect except that the amount owed to the Superintendent as set forth in section 4 shall be reduced by \$10,000, resulting in a contribution of \$53,000, not \$63,000.


Initials

13. **No Pending Proceedings.** Superintendent represents that he has not filed any complaints, claims, or actions against the District with any state, federal, or local agency or court regarding his employment with the District to the date of this Agreement. Superintendent represents that he will not file any future complaints, claims or actions against the District with any state, federal, or local agency or court regarding his employment with the District to the date of this Agreement, other than for the enforcement of the terms of this Agreement. The District represents that it has not filed any complaints, claims, or actions against Superintendent with any state, federal, or local agency or court regarding the employment of Superintendent. The District represents that it will not file any future

complaints, claims or actions against Superintendent with any state, federal, or local agency or court regarding his employment with the District to the date of this Agreement, other than for the enforcement of the terms of this Agreement.

14. **Unemployment Benefits.** The parties acknowledge that the District is obligated to provide factual information in response to inquiries related to any unemployment insurance benefit claim that Superintendent may file, and further acknowledge that the District shall not be required to misrepresent or omit material information in response to those inquiries. Superintendent understands that the ultimate decision regarding any application for unemployment lies with the Employment Development Department (EDD), and not the District.

15. **District Equipment.** Superintendent agrees to return his key, and any computers, phones and other District equipment and materials by or before the close of business on the effective date of this Agreement. Superintendent also agrees to remove all of his personal property from the District on or before March 26, 2021.

16. **Tax/Retirement Issues.** The District shall not be liable for any state, federal or employment tax or retirement consequences as a result of this Agreement, including but not limited to whether service or compensation shall be credited for any retirement purpose. Superintendent assumes sole liability for all state, federal and employment tax consequences and all retirement consequences flowing from this Agreement. Superintendent declares that prior to signing this Agreement he apprised herself of relevant data and received independent advice and counsel regarding the state, federal and employment tax consequences and the retirement consequences of this Agreement.

17. **Indemnity.** District will defend and indemnify Superintendent in connection with any civil action or proceeding to the extent required by Government Code sections 995 and other applicable provisions of law for all actions or inactions by the Superintendent in the course and scope of his employment with the District to the extent required by law.

18. **No Admission of Liability.** This Agreement is entered into by the parties for the purpose of compromising and settling the Dispute. This Agreement does not constitute, nor shall it be construed as, an admission of liability by any party for any purpose. This Agreement shall not in any way be construed as an admission, whether express or implied, by any of the parties hereto of any liability or responsibility to the other, or of the omission of any unlawful or wrongful act whatsoever or that any debt is owed.

19. **Dispute Resolution.** The Superintendent and District agree to make a good faith effort to informally settle any dispute that arises under this Agreement through discussion and negotiations. Notice of the dispute shall be given in writing by the party desiring resolution of an issue. If the dispute is not resolved within thirty (30) days from the date of that notice, the dispute shall be mediated unless the parties agree otherwise in writing. Both parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. If the parties cannot agree on a mediator, the mediator shall be appointed by the State Conciliation and Mediation Service or other agreeable mediation service. The mediator's fee, if any, shall be paid equally by the District and the Superintendent. Each party shall bear its own attorney fees and costs. Any mediator selected by the parties shall have expertise in the area

of the dispute and be knowledgeable in the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, shall not be binding on the parties. Mediation pursuant to this provision shall be private and confidential. Only the parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115 et seq. and shall sign an agreement to that effect. Unless the parties agree otherwise in writing or, if at least one mediation session has not been held with three (3) months of the date of notice of the dispute, mediation shall be considered a mandatory prerequisite to any party filing any action or proceeding alleging a violation of this Agreement.

20. **Governing Laws/Venue.** This Agreement is executed in Madera County, California, and shall be governed by the laws of the State of California. Venue for any action brought pursuant to this Agreement shall be in the superior courts of Madera County, California.

21. **Independent Review.** The parties have had the opportunity to obtain, and have obtained, independent legal or other professional advice with regard to this Agreement, including future employment, tax and retirement consequences. The parties acknowledge that the terms of this Agreement have been read and fully explained and that those terms are fully understood and voluntarily accepted.

22. **Fees and Costs.** Each of the parties to this Agreement shall bear its own costs, expenses and attorneys' fees.

23. **Integration.** Each party represents that, in executing this Agreement, the party does not rely upon and has not relied upon any representation, promise, or statement not expressly contained in this Agreement and that the party has conferred with his or its own attorney, with regard to the basis or effect of this Agreement.

24. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.

25. **Voluntary Agreement.** Superintendent represents that he has read this Agreement in full and understands and voluntarily agrees to all of its provisions. Superintendent further declares that, prior to signing this Agreement, he availed herself of relevant data, through sources of his own selection, including legal and association representatives, in deciding whether to execute this Agreement.

26. **Amendments.** This Agreement cannot be changed or supplemented orally and may not be modified or superseded except by a written instrument executed by all parties. No provision of this Agreement may be waived unless in writing and signed by all parties. Waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision.

27. **Cooperation.** Each party to this Agreement shall deal with the other party in good faith and cooperate fully in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

28. **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.

29. **Interpretation.** This Agreement shall not be construed against any one party, but shall be construed as if jointly prepared by both parties. Any uncertainty or ambiguity shall not be interpreted against any one party.

30. **Execution.** This Agreement may be executed as one or more counterparts, and each such counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, electronic scan or facsimile transmission of the Agreement, including traditional or electronic signatures, shall be deemed to constitute evidence of the Agreement having been executed.

31. **District Defined.** The term "District" includes the Golden Valley Unified School District, current and former members of its Governing Board, its current or former officials, agents, officers, attorneys, successors, predecessors, insurers, and employees.

32. **No Third Party Beneficiary.** This Agreement was entered into only for the benefit of the parties. The parties each represent and warrant that no other persons have had, nor do any now have, any interest of any kind in any of the claims released under this Agreement and that each of them has the sole right and exclusive authority to execute this Agreement.

33. **No Precedent.** The parties agree that this Agreement shall not be construed as establishing a precedent or past practice that would require the District to offer such agreements under like circumstances in the future to other similarly situated employees. This Agreement shall not be construed as adding to or altering the terms of any applicable Board Policy or Administrative Regulation.

34. **Board Approval.** This Agreement is contingent upon approval by District's Governing Board.

35. **Execution in Counterparts.** The execution of any document, including this Agreement, may be made in counterparts such that each document, when all signatures are appended together, shall constitute a fully executed original or copy thereof. Copies of signatures shall have the same force and effect as original signatures. Facsimile and electronic signatures shall be deemed original signatures.

36. **Public Record.** The parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request. The parties also acknowledge that the Board will be required by the Brown Act to report in open session its approval of this Agreement and the substance of the Agreement.

**GOLDEN VALLEY UNIFIED
SCHOOL DISTRICT**



Andy Wheeler
Board President

Dated: March 23, 2021

SUPERINTENDENT



Rodney Wallace
Superintendent

Dated: March 23, 2021

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