

RESIGNATION AGREEMENT AND RELEASE OF ALL CLAIMS

This Resignation Agreement and Release of All Claims (“Agreement”) is made by and between the Board of Education (“Board”) of the Fresno Unified School District (“District”) and Ruth F. Quinto (“Ms. Quinto”) (collectively “the Parties”), with reference to the following:

RECITALS

A. WHEREAS, Ms. Quinto is a classified senior management employee of the District serving in the position of Deputy Superintendent of Administrative Services/Chief Financial Officer; and

B. WHEREAS, certain differences, claims, and potential causes of action have arisen between the District and Ms. Quinto with regard to Ms. Quinto’s employment with the District; and

C. WHEREAS, Ms. Quinto, on the one hand, and the District, on the other hand, desire to settle all differences between them, avoid the expense of litigation, and in particular, resolve all matters that relate to, concern, or touch upon Ms. Quinto’s District employment, and any and all matters, claims, or events occurring prior to the execution of this Agreement and Release.

D. NOW, THEREFORE, in consideration of the mutual promises, assurances, and covenants set forth below, Ms. Quinto and the District hereby agree as follows:

AGREEMENT

1. **Resignation.** Ms. Quinto hereby resigns from District employment and her signature on this Agreement constitutes her voluntary and irrevocable separation from the District effective at 11:59 p.m. on September 30, 2021. The Superintendent’s signature on this Agreement shall constitute the District’s acceptance and approval of Ms. Quinto’s irrevocable resignation from the District.

2. **Paid Administrative Leave of Absence:** Ms. Quinto will be placed on paid administrative leave effective as of October 1, 2020 and shall remain in paid administrative status through the effective date of her resignation as stated in paragraph 1 above. This shall be referred to as the paid administrative leave period. Ms. Quinto shall use her own accrued sick leave beginning on September 14, 2020, through September 30, 2020.

3. **Salary:** During the period of the paid administrative leave, Ms. Quinto shall continue to receive her regular monthly salary, less any federal and state tax withholding and any other withholdings required by law. The District agrees that during the paid administrative leave period, the payments to Ms. Quinto of her regular monthly salary as stated herein shall not be reduced by the amount Ms. Quinto earns from any other employment-related source (whether as an employee, independent contractor, consultant or through self-employment).

4. **Payment for Accrued Unused Vacation.** As of September 30, 2020, Ms. Quinto will have 170.8 hours of accrued unused vacation which shall be paid to Ms. Quinto in a separate warrant by not later than October 1, 2020. Ms. Quinto acknowledges that the usual and customary reasons for paid vacation will not apply to her during the paid administrative leave period and therefore, Ms. Quinto agrees that her entitlement to paid vacation shall cease effective as of October 1, 2020.

5. **Health & Welfare Benefits.** During the paid administrative leave period, Ms. Quinto shall receive District paid health, dental and vision benefits in the same manner and subject to the same limitations as other District administrative employees. Upon the expiration of the paid administrative

leave period, Ms. Quinto shall continue to be eligible for District provided health benefits consistent with Section 3.c of her Employment Agreement dated January 9, 2014.

6. **Return of Personal/District Property.** By close of business on September 11, 2020, Ms. Quinto shall return all computers, laptops, cellular District SIM card, and other equipment, keys, identifications cards and badges, books, records, and any and all other District property and shall retrieve any personal property remaining in her office or elsewhere in District facilities.

7. **Inquiries from Prospective Employers.** Ms. Quinto acknowledges she has received and accepted the contents of the attached reference letter from the District's Superintendent. In addition, the Parties agree that all inquiries from prospective employers regarding Ms. Quinto's employment with the District shall be referred to the District's Chief of Human Resources & Labor Relations who shall respond by providing the following information: (1) the position held by Ms. Quinto while employed by the District; and (2) the length of time that Ms. Quinto was employed by the District, including date of hire and the date of Ms. Quinto's separation. If Ms. Quinto directs inquiries from any person or entity regarding her employment with the District to individuals other than the Chief of Human Resources and Labor Relations, the Parties agree that the District shall not be liable for statements made by such individuals in responding to such inquiries.

8. **General Release.**

(a) In consideration of the promises and representations contained herein, Ms. Quinto hereby releases the Board, the District, and each of its officers, trustees, employees, agents, successors and assigns of and from any and all claims, known or unknown, which may exist at the time of execution of this Agreement, and waives any claim to monetary damages that may arise therefrom.

(b) The aforementioned claims specifically include, but are not limited to, all loss, liability, damages, charges, complaints, demands, and causes of action arising directly or indirectly out of the employer-employee relationship between the Parties and for any other reason, and shall specifically include all causes of action and any 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 (disability discrimination); (4) 29 U.S.C. Section 621-634 (age discrimination); (5) 29 U.S.C. Section 206(d)(i) (equal pay); (6) the Educational Employment Relations Act; (7) the National Labor Relations Act; (8) the California Constitution; (9) the United States Constitution, including the First, Fifth, and Fourteenth Amendments; and (10) the California Fair Employment and Housing Act (discrimination based upon race, color, national origin, ancestry, physical or mental disability, medical condition, religion, marital status, sex, sexual orientation or age), and any claims for money damages associated therewith. This list is expressly understood by the Parties not to be all-inclusive, and Ms. Quinto knowingly executes this agreement with the expressed intent of releasing the District from any and all claims and causes of action, past or present, to the greatest extent allowable under the law.

(c) This Agreement shall not serve to waive or release the District from any workers' compensation claims or any other claims or statutory obligations expressly excluded herein.

(d) It is understood and agreed that this release extends, to the extent permitted by law, to all claims of every nature whatsoever, and it is understood and agreed that all of Ms. Quinto's rights under section 1542 of the Civil Code of the State of California are hereby expressly waived. Section 1542 of the Civil Code referred to herein 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.

(e) It is expressly understood and agreed by Ms. Quinto that this Agreement is in full accord, satisfaction, and discharge of any claims by her and that this Agreement has been executed with the express intention of effectuating the legal consequences provided in California Civil Code section 1541: to wit, the extinguishment of all obligations as herein described.

1. **Age Discrimination.** The Age Discrimination in Employment Act of 1967 (“ADEA”) 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 or older. The Older Workers Benefit Protection Act (“OWBPA”), 29 USC. §§ 626, et seq., further augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Ms. Quinto acknowledges that she is knowingly and voluntarily, for just compensation in addition to anything of value to which Ms. Quinto was already entitled, waiving and releasing any rights she may have under the ADEA and/or OWBPA. Ms. Quinto further acknowledges that she has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by Ms. Quinto.

(b) Ms. Quinto is aware of and has been advised of her rights under the ADEA and OWBPA, of the legal significance of her waiver of any possible claims she currently may have under the ADEA, OWBPA, or similar age discrimination laws, as stated herein.

(c) Ms. Quinto 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 she may have under the ADEA, the OWBPA, or similar age discrimination laws, but she may, in the exercise of her 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 effective date of this Agreement.

(e) Ms. Quinto is advised that she has consulted with an attorney prior to executing this Agreement, and acknowledges she has had an opportunity to discuss this waiver and release with, and to be advised with respect thereto, by the attorney of her choice, and confirms that she does not need any additional time within which to review and consider this Agreement.

(f) Ms. Quinto has seven (7) days following the Parties’ full and complete execution of this Agreement to revoke the waivers contained in this section. Ms. Quinto understands that the right of revocation set forth in this section applies only to the release of claims under the ADEA. If Ms. Quinto elects to revoke this waiver of ADEA claims, the Board will have the option to: (i) enforce this Agreement in its totality, excluding any waiver of ADEA claims, or (ii) rescind the entire Agreement.

(g) This Agreement shall not be effective until the expiration of the seven (7) day revocation period set forth in the preceding paragraph.

8. **Covenant Not to Sue.** To the extent permitted by law, Ms. Quinto hereby covenants and agrees that she has not filed and will not file, cause to be filed, in her own right or through others acting on her behalf, with any state, federal or other court or agency, or any executive, administrative, judicial, quasijudicial or any other forum whatsoever, any action, suit, claim, complaint or proceeding of any kind, nature or description whatsoever, arising from or relating to

any matter released or compromised pursuant to this Agreement. In the event that Ms. Quinto does file or cause to be filed any action, suit, claim, complaint or proceeding in violation of this Covenant Not to Sue, she hereby states and agrees that: (1) this Agreement shall constitute a complete and total defense to any such action, suit, claim, complaint or proceeding, and that (2) she shall indemnify and hold the District harmless for any and all loss, damages, costs or expenses incurred in connection with that action, suit, claim, complaint or proceeding, including without limitation reasonable attorneys' fees and costs.

9. **No Admission of Liability.** The Parties' actions under this Agreement are solely the product of a compromise of the conflicting claims of the Parties, and are made in consideration of Ms. Quinto's execution of the releases contained herein and other various acts, including, but not limited to, her voluntary and irrevocable resignation. The Parties' actions under this Agreement shall not be considered in any way as an admission of liability or wrongdoing by Ms. Quinto or the District, its Board, trustees, employees, or any agents, representatives, successors, or assigns of any Party.

10. **Non-Disparagement.** Ms. Quinto further agrees that effective as of the date of this Agreement and thereafter, she shall refrain from making any negative or disparaging statements about the District, the Board, or any trustee, officer, employee, agent, successor or assign of either the District or the Board.

11. **Confidentiality.** Each Party agrees not to affirmatively or voluntarily disclose this Agreement or the material terms stated herein. The Parties also agree that this Agreement will remain confidential, except for mandated disclosures pursuant to the following: (1) the Ralph M. Brown Act, Government Code sections 54950 et seq.; (2) the California Public Records Act, Government Code sections 6250 et seq.; (3) a lawful subpoena or court order; or (4) other compelled disclosures as required by law.

12. **Attorney's Fees.** The Parties agree and understand that in the event that legal proceedings are initiated for the purpose of enforcing the terms of this Agreement, the prevailing Party in any such proceeding shall be entitled to an award of reasonable attorneys' fees and costs incurred in bringing or defending such action. The Parties further agree that as to the negotiations for and preparation of this Agreement, each of them shall bear their own attorneys' fees.

13. **Governing Law and Venue.** The Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed by the laws of that State. Venue shall be in Fresno County, California.

14. **Severability.** The Parties acknowledge and agree that, should any portion of this Agreement be deemed unenforceable by a court of competent jurisdiction, the unenforceable provision or provisions shall be severed from the rest of the Agreement and shall not affect the validity and enforceability of the remainder of this Agreement.

15. **Amendments.** The Parties agree that the terms of this Agreement cannot be changed or supplemented orally and may be modified or superseded only by a written instrument executed by all Parties.


16. **Interpretation.** The Parties further agree that the language in this Agreement shall be construed as a whole according to its fair meaning and not strictly for or against either Party.

17. **Execution in Counterparts.** This Agreement may be executed in counterparts or duplicate copies, and any signed counterpart or duplicate copy will be equivalent to a signed original for all purposes, including copies of signature pages transmitted by electronic facsimile.

18. **Entire Agreement.** The Parties declare, under penalty of perjury, that they have carefully read and understand the contents of this Agreement and that all of its terms have been fully explained to them by their representatives of record, or that they have had the opportunity to consult with a representative. The Parties further declare under penalty of perjury, and expressly agree, that the considerations recited in this Agreement are the sole considerations for this Agreement and that no representations, promises, or inducements have been made by any Party or its officers, employees, agents, or attorneys thereof, other than as appears in this Agreement. This Agreement supersedes any other oral or written agreement or understanding between the Parties regarding any matter within the scope of the Agreement. The Parties acknowledge voluntarily entering into this Agreement.

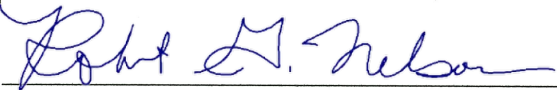
19. **Board Approval.** This Agreement is subject to final approval by the District's Board of Education.

Executed this 4th day of September, 2020



Ruth F. Quinto

Executed this 4th day of September, 2020



Robert G. Nelson, Superintendent
Fresno Unified School District