



Mountain View
Whisman
School District

District Office
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1400 Montecito Ave.
Mountain View, CA 94043

SETTLEMENT AGREEMENT AND GENERAL RELEASE

BY AND BETWEEN MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT
AND MANUEL VELASCO

This Settlement Agreement and General Release ("Agreement") is between the Mountain View Whisman School District ("District") and Manuel Velasco ("Mr. Velasco"), collectively the "Parties," and constitutes a complete, final and binding settlement of all claims and potential claims, if any, by and between the Parties.

RECITALS

WHEREAS, Mr. Velasco is currently a permanent classified employee serving as a School and Community Engagement Facilitator;

WHEREAS, the District and Mr. Velasco desire to resolve all disputes between them, avoid litigation and legal proceedings, and to fully and finally and forever settle and release all present and possible claims between them;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

AGREEMENT

1. The Recitals above are incorporated herein as express terms of this Agreement.
2. Mr. Velasco's signature on this Agreement constitutes his irrevocable resignation from his employment with the District effective at the close of business on January 10, 2020. The District's signature on this Agreement constitutes the District's acceptance of Mr. Velasco's irrevocable resignation from the District, effective at the close of



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business on January 10, 2020. Nothing in this Agreement shall be construed to mean that Mr. Velasco remains a District employee after the effective date of the resignation.

3. In exchange for Mr. Velasco's resignation, the District shall pay the equivalent of Mr. Velasco's wages, less applicable withholdings, from January 13, 2020 to June 5, 2020, the gross sum amount of 36,694.80, less applicable taxes and other deductions as required by law.

4. In further exchange for Mr. Velasco's resignation, the District also agrees to continue its current contribution to Mr. Velasco current health benefits through June 5, 2020.

5. Mr. Velasco does not waive any COBRA rights he possesses after the termination of his employment. Whether Mr. Velasco shall be entitled to any rights under COBRA shall be determined exclusively by the terms of that statute.

6. Mr. Velasco agrees that the payments and benefits discussed above constitute the entire amount of consideration provided to him under this Agreement and that he will not seek any further compensation or benefits (including but not limited to medical, vision, or dental) for any other claimed damage, costs, or attorneys' fees in connection with the matters encompassed in this Agreement.

7. The District agrees it shall place the formal recommendation for disciplinary action dated December 12, 2019, and any related documents, in a sealed envelope and place said envelope in a separate part of Mr. Velasco's personnel file. Mr. Velasco agrees to withdraw his request for hearing. His signature on this Agreement evidences his withdrawal of his request for hearing. The hearing request form shall also be placed in the sealed envelope and maintained in a separate part of his personnel file.

8. The Parties shall direct all requests for verification of employment to the District's Chief Human Relations Officer or designee,



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who shall verify Mr. Velasco's dates of employment, classifications, salary, and other information as required by law.

9. Mr. Velasco agrees not to pursue, apply for or otherwise seek employment, volunteer, or other service opportunities with the District or any of its schools, in any capacity. Mr. Velasco further agrees not to enter any District property, except to attend school activities, sporting events and other District events in which other members of the public are permitted to attend.

10. The Parties agree this Agreement is subject to approval and ratification by the District's Governing Board.

11. It is a further condition of the consideration hereof and the Parties' intention that in executing this Agreement that it should be effective as a mutual release of each and every claim, demand and cause of action by the Parties pertaining to the subject matter of this Agreement, including any and all complaints, civil actions, administrative actions, charges and grievances.

12. The Parties release and forever discharge each other and their respective present and former officers, directors, employees, agents, attorneys, representatives, successors and assigns, and each of them, from any and all claims, demands, causes of action, obligations, damages and liabilities of any nature whatsoever, whether legal or equitable, before any administrative body or court, whether or not known, suspected or claimed, which they ever had, now have, or in the future may have, by reason of, on account of, or arising out of any act or failure to act by any person, or any course of conduct, policy or practice, condition or state of events, including the drafting and contents of this Agreement and/or Mr. Velasco's employment with the District and any matters relating to his resignation.

13. Mr. Velasco agrees never to commence, prosecute, or cause, permit, advise or assist to be commenced or prosecuted, any action or proceeding based upon any claims, demands, causes of action, obligations, damages or liabilities which are released pursuant to this



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Agreement.

14. The Parties agree that in the event of commencement by them of any action in violation of this Agreement, this Agreement may be pleaded as a complete defense to any such action and may be asserted by way of counterclaim in such an action. If any action or proceeding is filed in breach of this Agreement, the damage to the party or parties so sued shall include not only the amount of judgment recovered against them, but all other damages, costs, and expenses sustained as a result of such action, including attorneys' fees and other costs incurred in preparing a defense of said action (whether or not such costs and expenses are taxable), and attorneys' fees and other costs incurred in prosecuting any counterclaim, suit, motion or action to recover damages resulting from the breach of this Agreement.

15. The Parties understand and expressly agree that this Agreement extends to all claims as against all other Parties of every nature and kind, known or unknown, suspected or unsuspected, past or present, arising out of the transactions or occurrences which are the subject of or are in any way related to the above stated matters, including but not limited to claims under the federal Civil Rights of 1964, federal Age Discrimination in Employment Act, Americans with Disabilities Act, Family and Medical Leave Act, California Fair Employment and Housing Act, California Labor Code (including claims under Labor Code Section 132a), and/or any other state, local and federal law, and any other contract, tort, retaliation, constitutional, and/or any employment-related claims, and/or any other claims of any kind without exception. This Agreement shall be a complete bar to any claims asserted in contravention of it, no matter the forum. The Parties acknowledge that any and all rights granted to the Parties under section 1542 of the California Civil Code or any analogous state or federal law or regulation are hereby expressly waived. Section 1542 of the California Civil Code 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



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release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

16. Each Party understands and agrees that:
- a. The decision to execute this Agreement was knowing and voluntary and was not induced by the District through fraud, misrepresentation, or by any other reason prohibited by law;
 - b. Each Party has had an opportunity to consult an attorney before signing this Agreement;
 - c. Each Party has read this Agreement in full and understands all of the terms and conditions set forth herein;
 - d. Each Party knowingly and voluntarily agrees to all of the terms and conditions set forth herein and intends to be legally bound by them.

17. Mr. Velasco knowingly and voluntarily agrees to waive any rights or claims arising out of or relating to the federal Age Discrimination in Employment Act ("ADEA") and the Americans with Disabilities Act (41 U.S.C.A. §12101 et seq.) ("ADA").

- a. Mr. Velasco represents and acknowledges that he is waiving any and all rights or claims that he may have arising under the ADEA and ADA;
- b. Mr. Velasco represents and acknowledges that he has the right to have and/or has had representation by an attorney of his own choosing in connection with this Agreement;



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- c. Mr. Velasco knows and understands that he is not waiving any ADEA and ADA rights or claims that may first arise after the date this waiver of ADEA and ADA rights is executed;
- d. Mr. Velasco knows and understands that in exchange for the waiver of his rights under the ADEA and ADA, he has received consideration in addition to any consideration to which he is already entitled.

18. It is understood and agreed that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability by any party. The Parties specifically deny any liability in this matter and in executing this Agreement intend merely to avoid further litigation or other controversy.

19. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of representation/legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one Party or the other.

20. This Agreement constitutes the entire agreement between the Parties. No other promises, agreements, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.

21. Each Party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.

22. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce



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this agreement shall be commenced and maintained in the County of Santa Clara, State of California.

23. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effectuate the purposes of this Agreement.

24. Each Party affirms and acknowledges that he/she has read, fully appreciates, and understands the above words, terms, and provisions of this Agreement, is entirely satisfied with the settlement described, and has duly executed this Agreement voluntarily and of his or her full free will and accord.

25. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to all Parties to this Agreement. Signature of copies, PDF and facsimile versions of this Agreement shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF the Parties hereto have executed the Agreement as dated below.

 Dated: 1/10/2020

Manuel Velasco

 Dated: 1/9/2020

Ayiné Rudolph
Superintendent
Mountain View Whisman School District