

SEVERANCE AGREEMENT FOR STATE TRUSTEE WITH POWERS AND RESPONSIBILITIES OF AN ADMINISTRATOR FOR THE INGLEWOOD UNIFIED SCHOOL DISTRICT

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The parties signing below ("Parties") entered into an Employment Agreement for State Trustee with Powers and Responsibilities of an Administrator for the Inglewood Unified School District between Inglewood Unified School District and Don Brann ("Employment Agreement;" capitalized terms not defined herein shall have the meaning set forth in the Employment Agreement) and an Appointment Agreement for State Trustee with Powers and Responsibilities of an Administrator for the Inglewood Unified School District between Inglewood Unified School District ("Appointment Agreement"). Each of the parties acknowledges and agrees:

- 1. Termination:** The Employment Agreement has expired pursuant to its terms. Any and all offers to extend or renew the Employment Agreements are revoked and withdrawn. The State Superintendent's designee personally delivered a valid and effective notice of termination attached hereto as Exhibit A terminating the Employment Agreement and suspending and terminating the Appointment Agreement. The Parties agree that the Employment Agreement is deemed to have continued on a month-to-month basis between expiration and the effective date of termination. The Trustee no longer has any of the powers, responsibilities and duties of the trustee under the appointment agreement, but will continue to be employed by the district until the end of the 30 day notice period for termination. The Trustee shall immediately remove any personal property from district facilities, return all keys, codes and access cards to the district and vacate his office.
- 2. Claims Representation:** Trustee represents that he does not have, has not assigned and will not file any claim, complaint, charge or lawsuit of any kind pending before any federal or state agency or in any federal or state court against the District, Tom Torlakson, individually and in his official capacities (including as the State Superintendent of Public Instruction), the California Department of Education, the State Board of Education, the State of California, and, as applicable, its and their respective current and former officers, employees, agents, representatives, successors, assigns, board members, attorneys, and affiliated entities (collectively, the "Released Parties"). To the extent any such claim, complaint, charge or lawsuit exists, Trustee agrees to dismiss it immediately in its entirety and with prejudice.
- 3. General Release:** For and in consideration of the obligations described below, Trustee, Don Brann, for himself, and on behalf of his agents, attorneys, representatives, successors and assigns, forever releases and discharges the Released Parties from any and all claims, demands, debts, liabilities, attorneys' fees, accounts, obligations, costs, expenses, liens, actions, causes of action (at law, in equity, or otherwise), rights, rights of action, rights of indemnity (legal or equitable), rights to subrogation, rights to contribution and remedies of any nature whatsoever, known or unknown, including, but not limited to, any actions arising out of or relating to Trustee's employment with District or to Trustee's resignation and termination of employment with the District, or any actions relating directly or indirectly to any transaction, affairs or occurrences between them to date, including, but not limited to, any claims under Title VII of the Civil Rights Act of 1964;

42 U.S.C. Section 1981; 29 U.S.C. Section 621-634; 29 U.S.C. Section 206(d)(i); the California Fair and Employment and Housing Act; the Civil Rights Act of 1991, the Americans With Disabilities Act, the California Family Rights Act, and the federal Family Medical Leave Act.

4. **Waiver of California Civil Code section 1542:** The releases provided for in this Agreement extend to all claims, whether or not claimed or suspected, up to and including the date of execution hereof, and constitute a waiver of each and all of the provisions of California Civil Code section 1542, which reads as follows:

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

The Trustee acknowledges that he has had an opportunity for counsel of his choice to explain fully the effect and import of this release and acknowledges that he may not rescind the releases contained in this Agreement even if he subsequently discovers that the facts or assumptions on which he relied are different, inaccurate or untrue.

5. **Confidentiality and Non-disparagement:** To the extent allowable by law, the Trustee shall maintain the existence and terms of this Agreement in confidence, provided that nothing in this Agreement shall be interpreted to prevent the Trustee from disclosing this Agreement to any attorney or accountant for the purpose of seeking tax or other legal advice pursuant to terms that prevent any further disclosure by such attorney or accountant. Nothing in this Agreement shall be interpreted to preclude any disclosure required by law, including, but not limited to, the California Public Records Act, Gov't Code § 6250 et seq.

Trustee acknowledges and agrees, in the best interest of the District, that he shall not make any disparaging statement regarding the District, its past, present or future State Administrators, State Trustees, governing board members, employees, agents, attorneys, representatives, or affiliated entities, the State Superintendent or his staff or the California Department of Education. For so long as the Trustee complies with the foregoing, the State Superintendent and his staff shall not make any disparaging statement regarding the Trustee.

In the event of any breach of these confidentiality or non-disparagement covenants above, the non-breaching shall be entitled to liquidated damages in the amount of \$1,000. The Trustee's breach of any of these confidentiality or non-disparagement covenants shall additionally excuse the District's further performance under this Agreement, including any further payments otherwise owed by the District to the Trustee pursuant to this Agreement. The Parties agree and acknowledge that this non-disparagement provision is a material term of this Agreement, the absence of which would have resulted in the District refusing to enter into this Agreement.

6. Consideration: In consideration for the releases and other covenants provided herein, the District agrees to pay Trustee a total gross amount equal to three months' salary in total of forty-five Thousand Dollars and zero cents (\$45,000.00), less payroll deductions and withholdings. Such amount shall be distributed over two fiscal years as follows: \$40,000 sixty days following signature of this agreement and \$5,000 one year thereafter. The District's payments of these sums shall be in the form of a check made payable to Trustee.

The District shall report these payments on Internal Revenue Service Form W-2 and their state equivalent.

SIGNATURES


TRUSTEE

Date 11/05/15

Don Brann
By Don Brann
INGLEWOOD UNIFIED SCHOOL DISTRICT

Date NOV 10 2015

Tom Torlakson
By Tom Torlakson
State Superintendent of Public Instruction, acting as the
Governing Board of Inglewood Unified School District
pursuant to EC Section 41326(b)

Exhibit A
Termination Letter



CALIFORNIA
DEPARTMENT OF
EDUCATION

TOM TORLAKSON
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

September 16, 2015

Via Personal Delivery

Dr. Don Brann
640 California Street
El Segundo, CA 90245

Re: Termination of appointment as State Trustee of Inglewood Unified School District

Dear Dr. Brann:

This letter will serve as written notice of the suspension of your duties and authority as State Trustee of the Inglewood Unified School District, effective immediately. This letter will also serve as written notice of the termination of your appointment as State Trustee and of your employment with the Inglewood Unified School District, effective thirty days from the date of this letter. This notice is provided in accordance with Section 9 of your Appointment Agreement and Section 8 of your Employment Agreement.

You will continue to receive compensation and benefits from the District in accordance with Section 8.2 of your Employment Agreement until the effective date of the termination of your employment. In return, during this period, you will be requested to be available for consultation and to provide information, in order to facilitate an orderly transition.

Thank you for your service to the Districts and the students of Inglewood Unified. I wish you the best of luck in your future endeavors.

Sincerely,

A handwritten signature in black ink that reads "Tom Torlakson".

Tom Torlakson
State Superintendent of Public Instruction