

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release (“Agreement”) is entered into by and between the OJAI UNIFIED SCHOOL DISTRICT (“District”) and DR. TIFFANY MORSE (“Employee”), a classified management employee of the District. District and Employee are sometimes referred to hereinafter as “Party” or, collectively, as “Parties.”

WHEREAS, Employee is currently employed as a classified management employee in the position of Superintendent; and

WHEREAS, Employee and the District have entered into an Employment Agreement; and

WHEREAS, the Employment Agreement includes provisions that allows the District to terminate the Employment Agreement before it expires, without cause; and

WHEREAS, the Parties desire to enter into this Agreement to effectuate the severance and release provisions in the Employment Agreement.

NOW, THEREFORE, IT IS AGREED by and between the Parties as follows:

1. **Termination Without Cause**: The District hereby exercises its right under Paragraph 9 of Employee’s Employment Agreement to terminate Employee without cause effective upon ratification by the Board of Education. Through this Agreement, the parties agree that Employee’s employment with the District ends on March 14, 2023.
2. **Notice Periods**: Employee waives the sixty (60) day notice period required by the Employment Agreement.
3. **One-Time Payment**: For and in consideration of Employee’s termination without cause and the covenants and releases in this Agreement, the District agrees to pay Employee a one-time lump sum payment of \$188,407.62, with a goal to process the applicable warrant within thirty (30) days of the execution of this Agreement, but in no event to exceed forty-five (45) days. To the extent permissible by applicable laws and regulations, the District further agrees that out of the lump sum payment to Employee, that maximum allowable under the law shall be processed for payment into Employee’s 403B plan. The Parties agree that the lump sum payment will be wages paid to Employee. Such payment shall be included in the gross income reported by the District on Employee’s Form(s) W-2 for the 2023 tax year. Applicable payroll taxes, income taxes, and other taxes required by law shall be withheld from the gross amount of the payment. Taxes will be deducted according to the rate specified in Employee’s most recent Form W-4 on file with the District. Employee agrees she is solely responsible for any and all additional taxes, interest, and penalties payable as a result of receiving the payment, and that Employee shall indemnify and hold harmless the District from any claims, demands, actions and causes of action, attorneys’ fees, costs, penalties, interest, or expenses arising out of or in any way relating to the tax treatment of the payment. The District and its representatives

make no representations regarding federal, state or other tax consequences relating to any payment made pursuant to this Agreement, and any past or future representations are disclaimed by the District and its agents. Any taxes beyond those withheld that are owed by Employee are Employee's sole responsibility.

4. Vacation: Employee will receive full payment for all earned/accrued vacation through the date of execution of this Agreement in a lump sum payment within with a goal to process the applicable warrant within thirty (30) days of the execution of this Agreement, but in no event to exceed forty-five (45) days.
5. Employment References: Employee shall direct prospective employers to refer inquiries regarding Employee's employment with the District solely to the current President of the Board of Education. The District shall not accept responsibility for inquiries addressed to any other District employees, officers, board members, or agents. The President of the Board of Education shall provide Employee's dates of employment with the District, all job class titles held, date of Employee's termination without cause, and salary at the effective date of her termination without cause. The President of the Board of Education shall also indicate the District has a policy of not releasing any additional employee information absent a signed release from the Employee.
6. No Admission: Neither Party shall consider this Agreement to be an admission of any liability or wrongdoing by the Employee or the District, or its Board of Education, employees, students, or witnesses, both potential and prospective, or any agents, representatives, attorneys, successors, or assigns of either Party. Rather the Parties acknowledge and agree the terms described in this Agreement and the execution of this Agreement are solely the product of a compromise of the conflicting claims of the Parties, and is made in consideration of Employee executing the releases contained herein.
7. Release: For and in consideration of the commitments and representations contained herein, Employee, for herself and on behalf of her legal and other representatives, agents, claimants, beneficiaries, successors, and assigns, hereby fully and expressly irrevocably and absolutely releases and forever discharges the District, the District's Board of Education, and as applicable, its and their respective legal and other representatives, insurers, agents, claimants, beneficiaries, administrators, board members, employees, officers, students, witnesses, both potential and prospective, successors and assigns of and from any and all claims, charges, demands, actions at law or in equity, suits, grievances, or other proceedings, judicial, administrative or otherwise, debts, attorney's fees, expert witness fees, costs, damages, expenses, rights to contribution, and remedies of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, which may exist at the time of execution of this Agreement, and waives any claim to monetary damages that may arise therefrom. 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 or relating to Employee's employment relationship with the District, Employee's termination without cause from employment with the District, the District's communication to prospective employers of Employee as described herein, or any other transaction between

the Parties, and shall specifically include all causes of action and any claims under the California Fair Employment and Housing Act (Govt. Code § 12900 et seq.) (discrimination including race, color, national origin, ancestry, physical or mental disability, medical condition, marital status, religion, sex, sexual orientation, or age); Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq.) (race, color, religion, sex and national origin discrimination); the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.); 42 U.S.C. section 1981 (discrimination); the Age Discrimination in Employment Act (29 U.S.C. § 621 et seq.); the Civil Rights Act of 1991 (29 U.S.C. § 206(d)(i) (equal pay)); the Older Workers' Benefit Protection Act (29 U.S.C. § 626 et seq.); the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.); the Family and Medical Leave Act (29 U.S.C. § 2601 et seq.); the Moore-Brown-Roberti California Family Rights Act (Govt. Code § 12945.1 et seq.); the Employee Retirement and Income Security Act (29 U.S.C. § 1001 et seq.); the Fair Labor Standards Act (29 U.S.C. § 201 et seq.); 42 U.S.C. § 1983 (deprivation of rights); the Ralph M. Brown Act (Govt. Code § 54950 et seq.); the Educational Employment Relations Act (Govt. Code § 3540 et seq.); the California Labor Code (excluding any rights under workers' compensation statutes); the California Civil Code; the California Constitution; the United States Constitution, including the First, Fifth, and Fourteenth Amendments, and any other laws and regulations relating to employment termination, discrimination, harassment, retaliation, wages, hours, benefits, compensation, right of association or other constitutional rights, attorney's fees or costs, and any and all claims for money damages associated therewith. This list is expressly understood by the Parties not to be all-inclusive, and Employee knowingly executes this Agreement with the expressed intent of releasing the District from any and all claims and causes of action, past, present, or future, to the greatest extent allowable under the law.

8. **Waiver: PLEASE READ CAREFULLY, THIS INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.** Employee understands and agrees that the releases provided for in this Agreement extend to all claims, whether or not claimed or suspected, 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 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.

Employee, being expressly aware of Civil Code section 1542, hereby expressly waives and relinquishes any rights she may have thereunder, as well as under any statutes or common law principles of similar effect. It is expressly understood and agreed by Employee 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.

9. Waiver of Age Discrimination Claims: Employee specifically acknowledges that, pursuant to the Age Discrimination in Employment Act (ADEA), 29 U.S.C. section 621 et seq., it is unlawful for an employer: (1) to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment because of such individual's age; (2) to limit, segregate, or classify employees in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of such individual's age; or (3) to reduce the wage rate of any employee to comply with the ADEA. This Waiver of Age Discrimination Claims paragraph is a knowing and voluntary waiver by Employee as part of an agreement between her and the District. Employee acknowledges this Waiver of Age Discrimination Claims is written in a manner calculated to be understood by her; that the Waiver specifically refers to rights or claims arising under the ADEA; that she does not waive rights or claims that may arise after the date the Waiver is executed; that she waives rights or claims only in exchange for consideration in addition to anything of value to which she is already entitled; and that she has been advised in writing by presentation of a copy of this Agreement to consult with an attorney prior to executing this Agreement.

Without limiting the generality of the other releases and waivers set forth in this Agreement, Employee expressly releases and waives any rights or claims arising under the ADEA prior to the date of her execution of this Agreement. In compliance with the Older Workers' Benefit Protection Act (29 U.S.C. § 626(f)(1)(F), (G)), Employee acknowledges she has had 21 days to consider this Waiver of Age Discrimination Claims before executing this Agreement. In the event Employee executes this Agreement, she is entitled to revoke only this Waiver of Age Discrimination Claims for a period of 7 days following execution.

This Waiver of Age Discrimination Claims is not effective until the 7-day revocation period has expired. The remainder of this Agreement, including Employee's termination without cause and release of all other, non-ADEA related claims, is effective immediately upon execution by the Parties. If Employee revokes this Waiver of Age Discrimination Claims within the 7-day period, all other provisions of this Agreement shall remain in full force and effect.

10. Covenant Not to Pursue Claims: Employee covenants that neither she nor her legal representatives, agents, claimants, beneficiaries, successors or assigns has filed or will in the future file, commence, maintain, prosecute, instigate, encourage, cooperate in, or participate in the filing or prosecution of any claim, action at law, suit, complaint, demand, grievance, or other proceeding, administrative or otherwise, in any forum or jurisdiction against the District, the District's Board of Education, and as applicable, its and their respective legal and other representatives, insurers, agents, claimants, beneficiaries, administrators, board, board members, employees, officers, students, witnesses (both prospective and potential), successors and assigns with regard to the matters described in the provision entitled "Release," and in the event she breaks such covenant, this Agreement shall constitute a complete and total defense to such action, and

Employee shall indemnify and hold the District harmless for all loss, damages, costs, or expenses incurred in connection with that action, including reasonable attorney's fees.

Non-Disparagement: The parties acknowledge that it is in their mutual best interests to put all disputes and controversies behind them. All remarks by the parties should be aimed toward moving forward and not toward editorializing about the past. While the reality is that both Employee and the District and its Board of Education may be asked to comment on matters of concern, including this Agreement, all efforts should be made by the parties to maintain a positive position with respect to the Employee and her employment.

11. Right to Review and Voluntary Execution: Employee represents and agrees that (a) she fully understands her right to discuss all aspects of this Agreement with a legal or other representative of her choice; (b) to the extent, if any, she desired, she has availed herself of this right; (c) she has carefully read and fully understands all of the provisions of this Agreement; and (d) she is voluntarily entering into this Agreement (including submission of her termination without cause and waiver of rights) without duress or undue influence on the part of any person, firm, or other entity.
12. Public Records Act and Brown Act: Nothing herein shall be construed as preventing disclosure of the terms of this Agreement if required by legal process or state or federal law or regulation. Both Parties understand and agree this Agreement is subject to the provisions of the California Public Records Act, Government Code section 7921.000 et seq., and the Ralph M. Brown Act, Government Code section 54950 et seq., and as such must be disclosed upon proper request. Employee agrees any such disclosure shall not constitute a violation of this Agreement. The District agrees to provide Employee a ten (10) day notice prior to any disclosure under this section.
13. Entire Agreement: This Agreement constitutes the sole and entire agreement and understanding between the Parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments, promises, and understandings related hereto are hereby merged herein. No representations, oral or otherwise, express or implied, other than those contained herein, have been made by any Party hereto. Other than this Agreement, no other agreements, warranties or representations not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind any of the Parties hereto. This Agreement is the final and complete expression of the understandings of the Parties.
14. Modification or Waiver of Terms: This Agreement may only be modified, and terms, conditions, or provisions of this Agreement may only be waived, by a written instrument signed by the Parties.
15. Applicable Law: This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard for its conflict of law provisions.
16. Construction: The parties acknowledge that each Party has reviewed this Agreement and agree that any rules of construction to the effect that ambiguities are to be resolved

against the drafting party shall not apply in any interpretation of this Agreement or any amendments or exhibits hereto; rather the Agreement and Exhibit shall be interpreted as if each Party contributed equally in the drafting and construction of all of the language and each of the terms herein.

17. Severability: Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions of this Agreement shall remain in full force and effect, with such illegal, invalid or unenforceable parts severed from this Agreement.
18. Confidentiality: Except as described in the terms of this Agreement, and except to the extent disclosure is required by legal process or state or federal law or regulation, including but not limited to the California Public Records Act, the Ralph M. Brown Act, and except to the extent disclosure to the Parties' respective attorneys or professional agents, immediate family, or District personnel is necessary to implement the terms of this Agreement, the Parties agree the terms of this Agreement, and the nature, contents, and existence of any document given as consideration for settlement are confidential and shall not be disclosed to the general public or any third party.
19. Costs, Expenses, and Attorney's Fees: Except as otherwise specifically described in this Agreement, each Party shall bear its own costs, expenses, and attorney's fees incurred in the preparation and review of this Agreement, or in connection with any other claims made or investigated by either Party, and each Party expressly waives any claim for recovery of such costs, expenses, or attorney's fees from the other Party.
20. Counterparts: This Agreement may be executed in one or more counterparts, including copies and signatures sent by email, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all Parties had executed the same copy hereof.
21. Take all Required Actions: Each Party agrees to do all things and execute and deliver all instruments and documents necessary to execute, fulfill, and effect the provisions of this Agreement.
22. Non-Precedential: This Agreement is unique to the existing circumstances and shall not constitute a precedent as to any other employee or circumstance within the District.
23. Date of Execution: The date Employee's signature is affixed to this Agreement shall be known as the "date of execution" of this Agreement.
24. Defend And Indemnify: Consistent with Government Code sections 995 and 995.2, the District agrees to defend and indemnify Employee to the extent required by law for any and all acts Employee took within the scope and course of her employment.
25. Non-Admission: Neither Party shall consider this Agreement to be an admission of any liability or wrongdoing by Employee or the District, or its Board of Education, employees, students, or witnesses, both potential and prospective, or any agents,

representatives, attorneys, successors, or assigns of either Party. Rather the Parties acknowledge and agree the terms described in this Agreement and the execution of this Agreement is solely the product of a compromise of the conflicting claims of the Parties and is made in consideration of Employee executing the releases contained herein.

- 26. Retrieval Of Property. If Employee has any personal belongings at Employee's work site, the District agrees to schedule a mutually agreeable date, time and location where Employee can retrieve such personal belongings.
- 27. Board Approval Required: This Agreement is subject to approval by the District Board of Education and shall not become final until ratified by a vote of the Board at a duly noticed and lawfully called meeting.

The undersigned declare they have each read this document consisting of seven (7) typewritten pages and fully understand its terms, and freely enter into this final Resignation Agreement and General Release.

AGREED AND ACCEPTED:

EMPLOYEE



Dr. Tiffany Morse

3/13/23
Date

OJAI UNIFIED SCHOOL DISTRICT

By: 

Rebecca Chandler, President
Board of Education

3/13/23

APPROVED by the Board of Education of the Ojai Unified School District at a duly noticed meeting of the Board held on the 13 day of March 2023, by the following vote:

AYES: Mancharch Reyes Halverson
Griffen Chandler

NOES: Ø _____

ABSTAIN: Ø _____

ABSENT: Ø _____

By: 
Rebecca Chandler, President
Board of Education
Ojai Unified School District