

RESIGNATION AND MUTUAL GENERAL RELEASE AGREEMENT

This Resignation and Mutual General Release Agreement (the "Agreement") is made and entered into by and between the Palmdale School District (the "District") and Roger Gallizzi ("Gallizzi").

1. Resignation of Employment: Gallizzi hereby irrevocably resigns and retires from his position as the District's Superintendent and as an employee of the District in any other capacity. That resignation and retirement will be effective upon execution of this Agreement (the "Resignation Date"). Gallizzi agrees to execute the Letter of Resignation attached hereto as Exhibit A, concurrently with this Agreement. Gallizzi acknowledges and agrees that he has received all amounts owed for his services through the last pay period immediately prior to the execution of this Agreement less standard withholding and authorized deductions.

2. Waiver of Performance Evaluation: In light of Gallizzi's resignation, the parties waive any further performance evaluations pursuant to Section IV of the Sixth Amended Employment Contract attached hereto as Exhibit B.

3. Payments and Benefits: In consideration for the covenants undertaken and the releases given herein by Gallizzi, and provided that Gallizzi (a) is not in breach or default of this Agreement, (b) has performed all obligations under this Agreement, and (c) does not revoke the Agreement, the District will:

(i) Within fourteen (14) days after the revocation period has expired, pay Gallizzi a lump sum payment equivalent to eighteen (18) months of his regular compensation and stipends totaling \$332,765, less standard withholding and authorized deductions.

(ii) Indemnify, defend, and hold Gallizzi harmless from any and all claims and liabilities, arising on or before the Resignation Date, from or otherwise related to employment activities that Gallizzi carried out in good faith and without gross malfeasance during his employment with the District as its Superintendent.

Gallizzi's accrued but unused vacation, less standard withholdings and authorized deductions, shall be paid out in full on the Resignation Date without regard to whether Gallizzi executes this Agreement. Except as otherwise provided in this Agreement, all benefits and perquisites of employment will cease as of the Resignation Date; provided, however that nothing in this Agreement is intended to waive Gallizzi's right to continue to participate in the District's group health care benefits (medical, dental and vision) through the age of 75 pursuant to the terms of Section III of the Sixth Amended Employment Agreement (Exhibit B).

4. Mutual General Release of Claims: Except for those obligations created by or arising out of this Agreement, Gallizzi on behalf of himself, his descendants, dependents, heirs, executors, administrators, assigns, and successors, and each of them, hereby covenants not to sue and fully releases and discharges the District, and its parent, subsidiaries and affiliates, past and present, and each of them, as well as its and their trustees, directors, officers, agents, attorneys, insurers, employees, stockholders, representatives, assigns, and successors, past and present, and

each of them, hereinafter together and collectively referred to as "Releasees," with respect to and from any and all claims, wages, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which he now owns or holds or he has at any time heretofore owned or held or may in the future hold as against said Releasees, arising out of or in any way connected with his employment relationship with the District, or his resignation from employment or any other transactions, occurrences, acts or omissions or any loss, damage or injury whatever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of said Releasees, or any of them, committed or omitted prior to the date of this Agreement including, without limiting the generality of the foregoing, any claim under the District's Board and Personnel Policies, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans with Disabilities Act ("ADA"), the Family and Medical Leave Act of 1993 ("FMLA"), the California Fair Employment and Housing Act (the "FEHA"), the California Family Rights Act (the "CFRA"), the California Labor Code or any claim for severance pay, bonus, sick leave, holiday pay, vacation pay, life insurance, health or medical insurance or any other fringe benefit, disability, or any federal, state or local law or regulation.

Except for those obligations created by or arising out of this Agreement, and except as provided below, the District hereby acknowledges full and complete satisfaction of and releases and discharges, and covenants not to sue, Gallizzi from and with respect to any and all claims, agreements, obligations, losses, damages, injuries, demands and causes of action, known or unknown, suspected or unsuspected, arising out of or in any way connected with Gallizzi's employment with the District, or the resignation thereof, or any other occurrences, actions, omissions or claims whatever, known or unknown, suspected or unsuspected, which the District now owns or holds or has at any time heretofore owned or held as against Gallizzi.

This Agreement should not be construed as a release or waiver of any rights that cannot be released or waived as a matter of public policy.

5. Waiver of California Civil Code § 1542: It is a condition of the consideration of this Agreement and is the intention of Gallizzi and the District in executing this instrument that the same shall be effective as an absolute and complete bar to each and every claim, demand and cause of action hereinabove specified. In furtherance of this intention, Gallizzi and the District hereby expressly waive any and all rights and benefits conferred upon them respectively by the provisions of CALIFORNIA CIVIL CODE § 1542, which provides:

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.

Gallizzi and the District each acknowledge that they may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing

this Agreement, may have materially affected this settlement. Nevertheless, Gallizzi and the District each hereby waive any right, claim or cause of action that might arise as a result of such different or additional claims or facts. Gallizzi and the District each acknowledge that they understand the significance and consequence of such release and such specific waiver of Section 1542.

6. Waiver Of Age Discrimination Claims: Gallizzi expressly acknowledges and agrees that, by entering into this Agreement, he is waiving any and all rights or claims that he may have arising under the Age Discrimination in Employment Act, as amended (the "ADEA"), which have arisen on or before the date of execution of this Agreement. Gallizzi further expressly acknowledges and agrees that:

- (a) In return for this Agreement, Gallizzi will receive consideration beyond that which Gallizzi was already entitled to receive before entering into this Agreement;
- (b) Gallizzi is hereby advised in writing by this Agreement to consult with an attorney before signing this Agreement;
- (c) Gallizzi is hereby informed that Gallizzi has 21 days within which to consider the Agreement and that if he signs it prior to the end of such 21-day period, he will have done so voluntarily and with full knowledge that he is waiving his right to have 21 days to consider this Agreement;
- (d) Gallizzi is hereby advised that he has seven days following the date of execution of this Agreement in which to revoke in writing the release of rights or claims he may have arising under the ADEA. Any revocation must be in writing and must be received by the President of the District's Board of Trustees during the seven-day revocation period. In the event that Gallizzi exercises his right of revocation, all other releases and obligations under this Agreement shall not be valid or enforceable; and
- (e) Nothing in this Agreement prevents or precludes Gallizzi from challenging or seeking a determination in good faith of the validity of this age waiver under the ADEA, nor does it impose any condition precedent, penalties or costs from doing so, unless specifically authorized by federal law.

7. Denial Of Liability: While this Agreement resolves all issues between Gallizzi and the District, as well as any future effects of any acts or omissions that are waived as part of this Agreement, it does not constitute an admission by either party of any violation of federal, state or local law, ordinance, or regulation, of any violation of the District's policies or procedures, of any liability, or of any wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Gallizzi or the District. This Agreement may be introduced, however, in any proceeding to enforce the Agreement. Such introduction shall be pursuant to an order protecting its confidentiality.

8. **Confidential Information:** Gallizzi acknowledges that by reason of his position with the District he has been given access to confidential materials or information including private employee information, private student information, confidential litigation information, confidential financial information and similar confidential materials or information concerning the District's affairs. Gallizzi represents that he has held all such information confidential and will continue to do so, and that he will not use such information and relationships for any business (which term herein includes a partnership, firm, corporation or any other entity) without the prior written consent of the District. Gallizzi shall return to the District and shall not take or copy in any form or manner private employee information, private student information, confidential litigation information, confidential financial information and similar confidential materials

9. **Nondisparagement:** Gallizzi and the District each agree not to criticize, denigrate or otherwise disparage, directly or indirectly, orally or in writing, each other. Provided, however, that nothing in this Agreement will prohibit Gallizzi or the District from complying with any valid subpoena or court order. In response to inquiries from third-party employers directed to the Human Resources Department about Gallizzi, the following information will be provided: name, title of last position held, last salary earned, start and end dates of employment.

10. **No Pursuit of Released Claims and Promise Not to Cooperate with Others:** Gallizzi promises never to file or prosecute a lawsuit or other complaint or charge asserting claims that are released by this Agreement. Gallizzi also promises not to voluntarily encourage, counsel or assist (directly or indirectly) any current or former employee or third party in the preparation or prosecution of any civil dispute, difference, grievance, claim, charge or complaint against the District and/or any Releasees unless compelled to do so by valid legal process. In the event Gallizzi receives notice that Gallizzi is required to provide testimony or information in any context about the District and/or any Releasees to any third-party, Gallizzi agrees to inform the President of the District's Board of Trustees in writing within 24 hours of receiving such notice. Gallizzi, thereafter, agrees to cooperate with the District in responding (if necessary) to such legal process. Gallizzi also agrees not to testify or provide any information in any context if the District has informed Gallizzi of its intent to contest the validity or enforceability of any request, subpoena or court order until such time as the District has informed Gallizzi in writing that it consents to Gallizzi's testimony or has fully exhausted its efforts to challenge any request, subpoena or court order requiring Gallizzi's testimony. If Gallizzi is required to provide testimony in any context about the District (with the District's consent or after the District completes its challenges), Gallizzi shall testify truthfully at all times.

11. **Warranty of Non-assignment:** Gallizzi and the District each warrant and represent that they have not heretofore assigned or transferred, or purported to assign or transfer, to any person not a party to this Agreement any released matter or any part or portion thereof and they shall defend, indemnify and hold harmless each other from and against any claim (including the payment of attorneys' fees and costs actually incurred whether or not litigation is commenced) based on or in connection with or arising out of any such assignment or transfer made, purported or claimed.

12. **Non-waiver/Modifications:** No waiver of any breach of any term or provision of this Agreement shall be construed to be, or shall be, a waiver of any other breach of this Agreement. No waiver or other modification to this Agreement shall be binding unless in writing and signed by both parties to this Agreement.

13. **Severability:** The parties explicitly acknowledge and agree that the provisions of this Agreement are both reasonable and enforceable. However, the provisions of this Agreement are severable, and the invalidity of any one or more provisions shall not affect or limit the enforceability of the remaining provisions. Should any provision be held unenforceable for any reason, then such provision shall be enforced to the maximum extent permitted by law.

14. **Applicable Law:** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws, except to the extent that federal law would govern.

15. **Complete Agreement:** In addition to the exhibits attached hereto, this is the entire agreement between Gallizzi and the District; it may not be modified or canceled in any manner except by a writing signed by both Gallizzi and the District. The District has made no promises or representations to Gallizzi other than those in this Agreement. This Agreement and its attachments supersede and replace all prior agreements on the same subject, whether written or oral and, to that end, this is an integrated agreement. Gallizzi represents and acknowledges that in executing this Agreement he does not rely and has not relied upon any representations or statements not set forth herein made by the District or any of its trustees, officers, directors, employees, attorneys, or agents with regard to the subject matter, basis, or effect of this Agreement or otherwise.

16. **Counterpart Execution and Use of Photocopies:** This Agreement may be executed in counterparts, and each counterpart, when executed, shall have the same effect as a signed original. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

17. **Further Cooperation:** All parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the basic terms and intent of this Agreement and which are not inconsistent with its terms.

18. **Arbitration:** With the exception of any claims or controversies arising out of, or relating to, any benefit plan governed by ERISA,¹ any non-time barred, legally cognizable dispute or controversy between Gallizzi, on the one hand, and the District (or any other Releasee), on the other hand, in any way arising out of, related to, or connected with this Agreement or the subject matter thereof, Gallizzi's employment and resignation of employment,

¹ Any claims or controversies arising out of, or relating to, any benefit plan governed by ERISA, are subject to the alternate dispute resolution procedures or administrative remedies set forth in the plan(s) themselves.

or otherwise in any way arising out of, related to, or connected any acts or omissions occurring prior to the execution of the date of this Agreement (as between these parties), including, but not limited to, any state or federal statutory, constitutional or common law claims, shall be submitted to arbitration in Los Angeles County, California administered in accordance with the then current, applicable rules of the Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The arbitration shall be before a sole arbitrator, selected by mutual agreement of the parties. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by striking from a list of arbitrators supplied by JAMS. Any and all claims and/or defenses that would otherwise be available in a court of law will be fully available to the parties and/or any other Releasee, and the Arbitrator will be required to apply legal principles with the same force and effect as if the dispute were adjudicated in a court of law. Final resolution of any dispute through arbitration may include any remedy or relief that the Arbitrator deems just and equitable, including any and all remedies provided by applicable state or federal statutes. At the conclusion of the arbitration, the Arbitrator shall issue a written decision that sets forth the essential findings and conclusions upon which the Arbitrator's award or decision is based. Any award or relief granted by the Arbitrator hereunder shall be final and binding on the parties hereto and may be enforced by any court of competent jurisdiction. The parties acknowledge and agree that they are hereby waiving any rights to trial by jury in any action, proceeding or counterclaim brought by any of the parties against the other in connection with any matter whatsoever arising out of or in any way connected with this Agreement or any act or omission occurring prior to the date of this Agreement (as between these parties). Any costs unique to the arbitral forum shall be paid by the District (e.g., arbitrator fee, room fee, court reporter fee); the parties otherwise agree to bear their own costs.

19. Legal Representation: In entering into this Agreement, the parties warrant and represent that they have completely read and fully understand the terms and consequences of this Agreement. The parties further warrant and represent that they have been given the opportunity to consult with legal counsel of their own choosing regarding this Agreement. Accordingly, the parties each warrant and represent that the terms of this Agreement are fully understood and freely and voluntarily accepted by them.

Gallizzi also acknowledges that he has been expressly advised that the District's legal counsel, Framroze Virjee and any other attorneys employed by the law firm of O'Melveny and Myers, LLP, represents only the District and does not represent Gallizzi in his individual capacity or in connection with the execution of this Agreement. Gallizzi further acknowledges that he has not relied on any representations or statements by the District's legal counsel in entering into this Agreement.

[SIGNATURES ON NEXT PAGE]

The undersigned have read and understand the consequences of this Agreement and voluntarily sign it on the dates indicated below. The undersigned declare under penalty of perjury that the foregoing is true and correct.

EXECUTED on this 21 day of November 2013 at ~~Los Angeles~~ County, ~~California~~.
CLARK NEVADA

ROGER GALLIZZI

By: 
Roger Gallizzi

EXECUTED on this ___ day of November 2013, at Los Angeles County, California.

PALMDALE SCHOOL DISTRICT

By: _____
Sandy Corrales-Eneix
President, Board of Trustees
On behalf of Palmdale School District

ACKNOWLEDGMENT AND WAIVER

I, Roger Gallizzi, hereby acknowledge that I was given 21 days to consider the foregoing Agreement and knowingly and voluntarily, after consulting with legal counsel of my choice, chose to sign the Agreement prior to the expiration of the 21-day period.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

EXECUTED this 20 day of November _____ 2013, at CLARK County,
California: NEVADA.



Roger Gallizzi

EXHIBIT A

LETTER OF RESIGNATION

I, Roger Gallizzi, irrevocably resign and retire from my position as the District's Superintendent and as an employee of the District in any other capacity. My resignation and retirement is effective upon execution of this Letter of Resignation.

EXECUTED this 20 day of November 2013, at CLARK County,
~~California.~~ NEVADA.



Roger Gallizzi