

**AGREEMENT  
CERTIFICATED RETIREMENT INCENTIVE  
PROGRAM AGREEMENT AND RELEASE**

THIS RETIREMENT INCENTIVE PROGRAM AGREEMENT AND RELEASE (“Agreement”) is made and entered into this 5th day of June, 2019, by and between the Bassett Unified School District, a public education agency located within Los Angeles County (hereinafter referred to as “District”), and **Leigh A. Brockway**, an individual (hereinafter referred to as “Employee”).

**RESIGNATION, RETIREMENT, AND ACCEPTANCE**

1. Upon signing this Agreement, the Employee hereby submits his/her resignation and notice of intent to retire, both effective on **June 3, 2019** (the “Separation Date”). The District hereby accepts his/her resignation and notice of retirement.
2. The Employee affirms that his/her decision to resign and retire is voluntary.
3. The District will continue to pay Employee his/her existing salary and benefits through the Separation Date or until some earlier date of separation due to earlier retirement, death, or termination for cause.
4. Until the District receives written confirmation that STRS or PERS has accepted Employee’s retirement, neither party shall have any obligation under this Agreement. This Agreement is contingent upon receipt by the District of confirmation of acceptance from PERS or STRS of Employee’s retirement application. If such proof is not received by the District prior to or within twelve (12) months following the date of execution of this Agreement, this Agreement shall be deemed null and void and of no force or effect. Neither party shall be deemed liable to the other because of actions taken by other party in reliance on this Agreement’s becoming effective. This Agreement shall be deemed void and the District shall have no further obligation to provide RIP benefits in the event Employee returns to the STRS or PERS System and recommences contribution to the STRS or PERS retirement fund.

**RETIREMENT INCENTIVE PAYMENT**

5. In consideration of services rendered to District by Employee, and Employee’s retirement under District’s Retirement Incentive Program (RIP), incorporated by reference herein as though fully set forth (attached as Exhibit A), Employee elects Option 2 of the attached. Combination of medical insurance and compensation, not to exceed a total of \$12,500 per year payable for five (5) years under the RIP (the “Incentive Payment”). This payment shall be made only after the Effective Date of this Agreement, as defined in paragraph 21 of this Agreement.

6. Employee understands and agrees that he/she would not receive the Incentive Payment described in paragraph 5, above, except for his/her execution of this Agreement and the fulfillment of the promises contained herein.
7. The Incentive Payment will be subject to all withholding and reporting required by applicable state and federal law as enacted or amended from time to time.
8. The District will not make any retirement contribution on the Incentive Payment. The Employee acknowledges that tax-deferred contributions (e.g. 401k contributions) are not permitted with respect to the Incentive Payment.
9. The Employee acknowledges that he/she is responsible for paying all taxes on amounts paid under this Agreement and that the District has taken no position with respect to any tax consequences of the Incentive Payment.
10. The Employee acknowledges and agrees that the District's obligation to pay the Incentive Payment will be void and of no effect if his/her employment with the District ends before the Separation Date by virtue of his/her death, or termination for cause.
11. Employee is not required to perform any duties or services for or on behalf of the District after the Separation Date, but may voluntarily perform substitute service pursuant to regulations of STRS or PERS.

## **GENERAL PROVISIONS**

12. **General Release of Claims.** Employee knowingly and voluntarily releases and forever discharges, to the full extent permitted by law, the District, its predecessors, successors and assigns and the current and former Governing Board Members, Superintendent, employees, officers, directors and agents thereof (collective referred to throughout the remainder of this Agreement as "Releasees"), of and from any and all claims, known and unknown, asserted and unasserted, that Employee has or may have against the District and/or Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of:
  - Title VII of the Civil Rights Act of 1964, as amended;
  - The Civil Rights Act of 1991;
  - Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
  - The Immigration Reform and Control Act, as amended;
  - The Americans with Disabilities Act of 1990, as amended;
  - The Age Discrimination in Employment Act of 1967, as amended;
  - The Occupational Safety and Health Act, as amended;
  - The California Fair Employment and Housing Act, as amended;
  - Any other federal, state or local law, regulation or ordinance which may lawfully be released;

- Any public policy, contract, tort, or common law; or
- Any claim for costs, fees, or other expenses including attorneys' fees incurred in these matters.

Notwithstanding the foregoing, the parties agree that the scope of this release does not apply to any claims for workers' compensation benefits, unemployment insurance benefits, or claims of indemnification of employee's costs or expenses pursuant to California Labor Code section 2802.

- 13. Waiver of Civil Code section 1542.** Employee agrees that by signing this Agreement and General Release and accepting the payment described above, he/she gives up any and all rights he/she may have to file a claim or complaint of any kind against the District and/or Releasees. Employee therefore specifically and freely waives any and all rights he/she may have under California Civil Code Section 1542, which states:

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

In waiving the protection of Civil Code Section 1542, Employee acknowledges his/her awareness of the actual facts and circumstances surrounding the agreement upon which this release is given may later be discovered by him/her to be different from those he/she knows or believes to be true, and Employee assumes such risk to effect a full and complete waiver and release of District and Releasees

14. Employee shall keep District advised as to the address and telephone number at which Employee may be contacted. Employee relieves District from any liability for payments lost or otherwise not received as a result of Employee's failure to notify District of any changes in address or phone number.
15. This Agreement may not be amended without the written approval of both parties. This Agreement is the sole agreement between District and Employee and there is no other written or oral representations or Agreements between the parties and no written or oral representations by anyone else shall have any force or effect without written approval of both Parties.
16. Payments due under the RIP may not be assigned by Employee and any such assignment automatically be deemed void and without force or effect.
17. District may, at its option, contract with an independent third party to administer the RIP.
18. District has no responsibility to advise Employee with respect to the tax consequences of participation in the RIP and Employee is encouraged to consult with a tax advisor prior to electing to participate in the RIP.

19. Employee is hereby advised that he/she has up to twenty-one (21) calendar days to review this Agreement and to consult with an attorney prior to execution of this Agreement.

Having elected to execute this Agreement, to fulfill the promises and to receive the benefits in paragraph 5, above, Employee freely and knowingly, and after due consideration, enters into this Agreement intending to waive, settle and release all claims he/she has or might have against the District and releasees.

20. The Employee acknowledges that his/her decision to execute this Agreement is revocable for a period of seven (7) calendar days following his/her execution of this Agreement. To revoke the Agreement, the Employee must deliver, either in person or by certified U.S. Mail or UPS or FedEx, a revocation letter to the Director of Human Resources no later than the close of business on the seventh (7<sup>th</sup>) day after the date the Employee signed the Agreement. If unrevoked, this Agreement shall become effective and enforceable on the eighth (8<sup>th</sup>) calendar day after the date the Employee signed the Agreement.

21. This Agreement is executed in the State of California and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California, County of Los Angeles. The parties stipulate that jurisdiction and venue shall be exclusively within the State of California, County of Los Angeles, for any action involving the validity, interpretation, and enforcement of this Agreement.

Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall remain valid and in full force and effect.

22. This Agreement sets forth the entire agreement between the parties hereto, and fully supersedes any prior obligation, either written or oral, of the District to the Employee. Employee acknowledges that he/she has not relied on any representations, promises, or agreements of any kind made to him/her in connection with his/her decision to accept this Agreement, except for those set forth in this Agreement.
23. This Agreement will be valid and effective if executed in counterparts, which together will form the whole agreement.

IN WITNESS WHEREOF, the parties hereto have set their hand this day, month, and year first above written.

\_\_\_\_\_  
Superintendent \_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City CA State Zip Code

( )  
\_\_\_\_\_  
Telephone

## EXHIBIT A

### MEMORANDUM OF UNDERSTANDING

#### BASSETT TEACHERS ASSOCIATION AND BASSETT UNIFIED SCHOOL DISTRICT

#### EARLY RETIREMENT INCENTIVE

March 19, 2019

#### Article 17: Employee Benefits

Effective the 2018/2019 school year, the District is prepared to offer a one-time retirement incentive to all eligible members.

The Bassett Teachers Association and the Bassett Unified School District agree to the following terms of the District's Early Retirement Incentive Plan for retirees who agree to retire at the end of the 2018-2019 school year. The criteria is as follows:

- Participation in the plan is voluntary
- In order to be eligible to participate in the Early Retirement Incentive Plan, an employee must meet the following requirements:
  - At least fifty-five (55) years of age
  - A regular full-time employee in the District for at least 10 years
- Participants in the Plan will enter into a written agreement with the District, selecting either one of two options:
  - (option 1) the District shall pay \$12,500 per year, for five years for any member accepting this Plan or,
  - (option 2) the District shall pay for medical insurance or a combination of medical insurance and compensation, not to exceed a total value of \$12,500 per year, for five years. Retirees reaching the age of 65 before completing year five of the incentive plan, shall apply for and have benefits coordinated with Medicare provisions. If the retiree reaches the age of 65 before the end of the fifth year, the retiree will continue to be paid \$12,500 until the end of the fifth year of this written agreement. Payments may be subject to proration based on Medicare effective date.
- All retirees shall apply for and have benefits coordinated with Medicare provisions.
- The first payment to participants shall be made on July 1, 2019, and each payment shall be made on July 1 for four years thereafter, with the final payment being made on July 1, 2023.
- The deadline for participants to submit their intent to retire shall be April 5, 2019.
- The District must receive a minimum of: Three (3) teacher retirements (TK – 12) on salary Schedule O, and T, currently placed on Steps 10 through 14 of the certificated salary schedule.
- In order for retirees on any other certificated salary schedules to qualify for this incentive, the following requirements must be met:
  - Minimum TK-12 retirees must be met as indicated above.
  - Minimum of five (5) retirees from other certificated salary schedules must be met.

If minimum requirements are not met as agreed upon above, the District agrees to offer the following incentive plan to eligible TK-12 teachers:

- (option 1) the District shall pay \$7,500 per year, for five years for any member accepting this Plan or,

- **(option 2)** the District shall pay for medical insurance or a combination of medical insurance and compensation, not to exceed a total value of \$7,500 per year, for five years. Retirees reaching the age of 65 before completing year 5 of the incentive plan, shall apply for and have benefits coordinated with Medicare provisions. If the retiree reaches the age of 65 before the end of the fifth year, the retiree will continue to be paid \$7,500 until the end of the fifth year of this written agreement. Payments will be subject to proration based on the Medicare effective date.

The deadline for participants to submit their intent to retire shall be April 5, 2019.

Agreed upon the 26 day of March, 2019

Bassett Unified School District

Pat Molace  
David Brandy  
Monika Arora  
Walter

Bassett Teachers Association

Carol J. Meliffy  
R. London  
Aliza