

**REPAYMENT AGREEMENT AND MUTUAL GENERAL RELEASE
BETWEEN
CARMEL UNIFIED SCHOOL DISTRICT
AND
KIM CROZIER**

This Repayment Agreement and Mutual General Release ("Agreement") is entered into by and between the Carmel Unified School District ("District") and Kim Crozier ("Employee") a permanent classified employee of the District, hereinafter referred to collectively as "the Parties" or individually as "Party," with reference to the following:

RECITALS

- A. WHEREAS, Employee is a permanent classified employee of the District;
- B. WHEREAS, Employee is a member of the California School Employees Association (CSEA), an employee organization;
- C. WHEREAS, Employee has worked for the District since 2009. In August 2017 (17-18 fiscal year) Employee's assignment changed, and she was hired as a Library Assistant at the District. When employee's accepted the job assignment as a Library Assistant, she was inadvertently placed on the incorrect step and column.

17-18: Overpayment: \$2,524.66
18-19: Overpayment: \$2,723.99
19-20: Overpayment: \$968.44
- D. WHEREAS, the District would incur cost and expend resources to pursue litigation to collect the overpayment from Employee;
- E. WHEREAS, the Parties desire to fully and finally settle all differences between them with regard to the overpayment (hereinafter "Disputes"); and
- F. 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. **Recitals.** The recitals set forth above are true and correct.
- 2. **Repayment Procedure.** Employee agrees to repay to the District the 2019-20 overpayment in the amount of Nine Hundred Sixty Eight Dollars and 44 cents (\$968.44), without interest. The District will not recoup the additional overpayments. Employee agrees to the repayment on the following schedule:

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Employee agrees that the District is hereby authorized to deduct from each salary warrant paid to Employee an amount of One Hundred Dollars (\$100.00) beginning June 30, 2020 until such time that the overpayment of Nine Hundred Sixty Eight Dollars and 44 cents (\$968.44) is paid in full. The District is hereby authorized by Employee to withhold such deductions from salary payments as repayment of the overpayment. In the event that Employee separates from employment with the District prior to repaying the full overpayment amount set forth herein, unless otherwise agreed upon by the Parties in writing, Employee agrees to pay the District the amount of One Hundred Dollars (\$100.00) per month by the first day of each month until paid in full. Nothing in this Agreement shall preclude the District from pursuing all legally constituted methods for recoupment of funds should Employee not repay the District as provided herein.

3. **Mutual General Release of Claims.** Except for the obligations of the Parties set forth herein, the Parties agree to mutually release and forever discharge each other 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 the Parties ever had, 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, arising from and related to Employee's wages during the period of the Dispute. This mutual release includes but is not limited to: contemplated civil actions, state or federal administrative complaints, race, national origin, disability or other forms of discrimination claims, unemployment claims, claims under: (1) Title VII of the Civil Rights Act of 1964, (race, color, religion, sex, and national origin discrimination); (2) the Americans with Disabilities Act; (3) 42 U.S.C. section 1981 (discrimination); (4) 29 U.S.C. section 621-634 (age discrimination); (5) 29 U.S.C. section 206(d)(i) (equal pay); (6) the California Fair Employment and Housing Act, (discrimination including race, color, national origin, ancestry, physical and mental disability, medical condition, religion, marital status, sex, sexual orientation, or age); and (7) and any other claims or complaints of any nature whatsoever. Employee and/or the District shall not file any administrative complaints, grievances, or unfair labor practice charge related to the Disputes.

Employee expressly waives and releases all rights and benefits afforded by section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance and consequence of such specific waiver of section 1542. Section 1542 of the California Civil Code states 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 hereby expressly waives the provisions of California Civil Code section 1542 and further expressly waives any right to invoke said provisions now or at any time in the future.

4. **Tax/Retirement Issues.** The District makes no representations or warranties with respect to the tax or retirement consequences of this Agreement. Notwithstanding any other provision

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of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature occurring as a result of this Agreement, including but not limited to, whether specific forms of compensation are creditable for retirement purposes. Employee further declares that, prior to signing this Agreement, Employee apprised herself of relevant data and received independent advice and counsel regarding the tax and retirement consequences of this Agreement. Employee agrees to hold the District harmless from all such tax and retirement consequences. Employee is solely responsible for any and all tax consequences resulting from this Agreement.

5. **Effect of Employee Separation from Employment.** If Employee separates from District employment for any reason prior to the full payment of the amount stated in paragraph 2 above, the District and Employee may agree to a different method of payment of the outstanding balance, or District may take other action as permitted by law.
6. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties. There are no oral understandings, terms, or conditions, and none of the Parties have relied upon any representation, express or implied, not contained herein. All prior understandings, terms, or conditions are deemed merged into this Agreement.
7. **Amendments.** This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by the Parties.
8. **Binding Effect.** This Agreement is for the benefit of and shall be binding on all Parties and their respective successors, heirs, and assigns.
9. **Other Documents.** All Parties agree to cooperate fully in the execution of any additional documents that may be necessary to finalize this Agreement.
10. **Severability.** If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.
11. **Voluntary Agreement.** Employee represents that she has read this Agreement in full and understands and voluntarily agrees to all such provisions. Employee further declares that, prior to signing this Agreement, she availed herself of relevant data, through sources of her own selection, in deciding whether to execute this Agreement. Employee further represents that she has, as of the date of execution of this Agreement, the legal capacity to understand, agree to, and sign this Agreement.
12. **Interpretation.** The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against any Party.
13. **Execution in Counterparts.** This Agreement may be executed in several counterparts so that the signatures appear on separate pages. Signatures on copies and facsimile versions of this Agreement shall have the same force and effect as an original.

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14. **Governing Law/Venue.** This Agreement is executed in Monterey County, California, and shall be governed by the laws of the State of California. Venue for any action brought pursuant to this Agreement shall be in Monterey County, California, subject to any transfer for venue under the law.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below:

CARMEL UNIFIED SCHOOL DISTRICT

Dated: _____, 2020

By: _____
Trisha Dellis
Acting Superintendent
CARMEL UNIFIED SCHOOL DISTRICT

Dated: 6/16, 2020

By: Kim Crozier
Kim Crozier
Employee of
CARMEL UNIFIED SCHOOL DISTRICT

I am an authorized representative of CSEA which is the exclusive representative of the bargaining unit that includes EMPLOYEE. CSEA has no objection to this Agreement.

Dated: 6-16-, 2020

By: Bud Libby
Bud Libby
CSEA President