

RESIGNATION AGREEMENT AND RELEASE OF CLAIMS

This Resignation Agreement and Release (the “Agreement”) is entered into as of the 21st day of April, 2026, by and between the SAN FRANCISCO UNIFIED SCHOOL DISTRICT (the “District”) and Dr. Vidrale Franklin (“Employee”) (collectively, the “parties”).

WHEREAS, Employee is a permanent certificated employee of the District;

WHEREAS, a dispute has arisen between the District and Employee regarding Employee’s employment, and the Parties wish to resolve all matters; and

WHEREAS, Employee desires to resign from employment and the District wishes to accept Employee’s resignation; and

WHEREAS, the parties desire fully, finally and forever to compromise, settle, and release all present or possible claims between them concerning, relating or pertaining to Employee;

NOW THEREFORE, in consideration of the mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the parties do hereby covenant, promise and agree, as follows:

1. Dr. Vidrale Franklin. As used in this Agreement, “Employee” shall mean Dr. Vidrale Franklin, Employee I.D. No. 9837 and each of Employee’s agents, employees, attorneys, representatives, relations, heirs, assigns, predecessors or successors in interest, and any and every other person or entity acting by, through, on behalf of, or in concert or combination with any of them, including without limitation Employee’s labor representatives.

2. The District. As used in this Agreement, the “District” shall mean the San Francisco Unified School District, 555 Franklin Street, San Francisco, CA 94102, and each of its agents, employees, attorneys, officers, governing board members, representatives,

administrators, affiliates and assigns, and any and every other person or entity acting by, through, on behalf of, or in concert or combination with any of them.

3. Resignation from the District. Employee hereby elects, absolutely and irrevocably, to resign from Employee's employment with the District effective June 30, 2026. The District hereby accepts Employee's resignation.

4. Consideration to Employee. As consideration for the releases in the Agreement, the Parties agree that in-lieu of discipline, Employee may remain employed through the end of Employee's employment with the District. The District will work with Employee to gather her belongings after hours, if necessary.

- a. If Employee secures future employment prior to June 30, 2026, with any other employer (public or private), the District's obligations under Paragraph 4 automatically terminate upon Employee's first day of such future employment. Employee must provide advance written notice to the District's General Counsel (at martinezm12@sfusd.edu), of Employee's new employment prior to Employee's new start date, and failure to provide such written notice is a material breach of this Agreement;
- b. Compliance with District Policies: While under employment by the District and until the effective date of resignation, Employee agrees to abide by all District policies, procedures and protocols, including but not limited to compliance with the District's Acceptable Use Policies, Procedures, Employee Agreements, and the District's Mission and Vision Statements; and
- c. Discipline for Violation of Paragraph 4(b): Employee agrees that in addition to legal action against Employee for breach of this Agreement, District

reserves the right to take disciplinary action up to and including dismissal of Employee for any subsequent violations of Paragraph 4(b) of this Agreement after the date of execution of this agreement.

d. Amounts Owed to Employee. The District will work with Employee to verify any amounts owed to Employee in accordance with District policy and law.

5. New Employment. If Employee secures future employment prior to June 30, 2026, with any other employer (public or private), the District's obligations under Paragraph 4a shall be deemed immediately fulfilled without further payment and automatically terminate upon Employee's first day of such future employment. Additionally, Employee's irrevocable resignation, as outlined in Paragraph 3, shall be automatically deemed to be effective on the date of Employee's date of new employment. Employee must provide advance written notice to the District's General Counsel (at martinezm12sfusd.edu), of Employee's new employment prior to Employee's new start date, and failure to provide such written notice is a material breach of this Agreement.

6. Commission on Teacher Credentialing. The parties understand and agree that nothing in this Agreement shall be deemed or construed to limit or restrict the District and its staff and employees from making any report or providing any information they deem to be necessary or appropriate pursuant to 5 Cal. Code Regs. section 80303, or from responding fully and truthfully to any request by the California Commission on Teacher Credentialing ("CTC") for information or documents relating to Employee.

7. Reporting of Egregious Conduct. The Parties agree that at the time of execution, the District has no current knowledge of any alleged or actual egregious misconduct as defined by A.B. 2534 as codified in Education Code § 44939.5 and thus, has no current knowledge of

any reason to issue any report of egregious misconduct to a potential employer regarding Employee.

8. Current Investigation. The District-led investigation into the matters giving rise to this matter will be resolved.

9. Non-Disparagement. The Parties agree that, as permitted by law, neither Employee nor the District shall disparage the other through derogatory statements, oral or written.

10. Joint Statement. The Parties agree to that that this Agreement was reached collaboratively, and as such, each Party shall have an affirmative duty to supportively address any community concerns that arise, whether publicly or privately. Additionally, the Parties agree to cooperate in drafting a single written joint statement that will be issued publicly. Broad latitude will be afforded to Employee on the content of that written statement.

11. Confidentiality. Employee agrees that Employee will maintain both the existence and terms of this Agreement in confidence and will not reveal them to anyone except Employee's spouse or domestic partner, attorneys, financial advisors, labor representatives, and immediate family members (the "authorized recipients"), who shall likewise be bound by this confidentiality agreement, unless compelled by law to do otherwise. The District may release the terms and amount of this settlement if required by law.

12. Release of All Claims by Employee. In consideration of the mutual promises and Agreements set forth herein, Employee DOES HEREBY RELEASE AND FOREVER DISCHARGE the District and its respective present and former officers, directors, employees, agents, attorneys, representatives, successors and assigns, and each of them, except as to any non-waivable claims, from any and all actions of any kind from the beginning of time to June 30,

2026. This includes, but is not limited to, suits, proceedings, claims, complaints, rights, demands, obligations, debts, damages, liabilities of any nature whatsoever, whether legal or equitable, before any administrative body or court, whether or not known, suspected or claimed, which he ever had, now has, or in the future may have, by reason of, on account of, or arising out of any act or failure to act up to and including the date of execution of this Agreement by any person, or any course of conduct, policy or practice, condition or state of events, arising from and related to: (a) the drafting and contents of this Agreement; and/or (b) Employee's employment with the District to June 30, 2026.

This also includes but is not limited to: (1) civil actions, EEOC or CRD complaints; (2) any such complaint or claim related to Employee's employment in any way at the District; (3) other tort claims; (4) claims under the Fair Employment and Housing Act; (5) Whistleblower Protection Act; (6) Government Code § 8547, *et seq.*; (7) Labor Code § 1102.5; (8) Government Code § 12960, *et seq.*; (9) associational discrimination; (10) violation of Government Code § 815, 815.2, 815.3, 820, 822.2; (11) Government Code § 44112 *et seq.*; (12) defamation (libel or slander), defamation per se (libel and slander); (13) invasion of privacy; (14) public disclosure of private facts; (15) Intentional Infliction of Emotional Distress; (16) Negligent Infliction of Emotional Distress; (17) any aiding and abetting tortious activities; (18) medical disability or condition discrimination; (19) race, national origin, disability or other forms of discrimination claims; (20) unemployment claims; (21) claims under: Title VII of the Civil Rights Act of 1964 (race, color, religion, sex and national origin discrimination); the Americans with Disabilities Act, 42 U.S.C. section 1981 (discrimination); 29 U.S.C. section 621-634 (age discrimination); 29 U.S.C. section 206(d)(i) (equal pay); 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); (22) the immediate abandonment and withdrawal of all California Public Records Act (Gov. Code, §§ 7920.000 et seq.) requests; (23) causes of action arising under any collective bargaining agreement including but not limited to any grievances; (24) the immediate abandonment and withdrawal of all Uniform Complaints; and (25) any other claims or complaints of any nature whatsoever.

13. Release of Unknown Claims. Employee understands and agrees that the nature, extent and result of the claims Employee is releasing may not now be known or anticipated, will develop, worsen or be discovered, or consequences or results of known injuries, damage or other claims will develop, worsen or be discovered, and declares that Employee nevertheless desires to settle, compromise, and release in full all of the claims described by this Agreement to June 30, 2026. In entering this Agreement, Employee expressly waives the benefits of and releases any rights Employee would otherwise have under California Civil Code section 1542, which provides:

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.

14. Non-Waivable Claims. The parties understand and acknowledge that certain types of legal claims or entitlements may not lawfully be waived. Notwithstanding that fact, it is the desire and intent of the parties that this Agreement be interpreted, construed and applied to encompass, extinguish and release all possible claims by Employee to the maximum extent permitted by law and, toward that end, the parties state and agree that Employee's Release of All Claims, Covenant Not to Sue, and Release of Unknown Claims shall be interpreted, construed and applied as fully, broadly and comprehensively as allowed by law.

15. Protections as a District Employee. Pursuant to Government Code section 825 and 825.2, the District will defend and indemnify Employee against claims brought against Employee in Employee's scope and responsibility as an employee, and with all reservation of rights to be determined.

16. No Other Action. Employee warrants and represents that he has not filed and will not file other complaints, claims, demands, suits, proceedings, actions, or causes of action of any type or nature whatsoever, whether in law or in equity, related to Employee's employment with the District.

17. Employment Reference and Personnel File. The Parties agree that should a potential employer contact the District for a job reference for Employee, all such inquiries will be responded to with the following information only:

- a. Dates of employment;
- b. Position held; and
- c. Final salary.

The District will provide Employee with a verification of employment letter containing this information. The District will provide Employee with Employee's personnel file, all of Employee's evaluations, commendations, certificates and awards if any.

18. No Liability for Tax/Retirement/PERS Consequences. The District makes no representations or warranties regarding the federal or state tax or retirement consequences of this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be liable for any state or federal tax consequences or any retirement consequences of any nature as a result of this Agreement. Employee shall assume sole liability for all tax and retirement consequences of any nature occurring as a result of this Agreement. Employee agrees to indemnify and hold the District harmless from all such tax and retirement consequences.

The District's obligation to pay all retirement-related contributions will cease on the date of Employee's resignation from employment, which will be June 30, 2026.

19. Right of Revocation. Employee acknowledges that Employee is knowingly and voluntarily waiving and releasing any and all rights he may have under the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. § 621, *et seq.* Employee further acknowledges that Employee has been advised: (a) to consult with an attorney prior to executing this Agreement and that Employee has done so; (b) that Employee has twenty-one (21) days from the receipt of this Agreement within which to consider waiving and releasing any and all rights Employee may have under the ADEA, and that in consultation with and on the advice of Employee's attorney, Employee is freely and voluntarily choosing to execute this Agreement on this date; and (c) that Employee has seven (7) days following the execution of this Agreement to revoke Employee's waiver and release of rights under the ADEA. Employee agrees that any exercise of Employee's Right of Revocation shall be communicated in writing, in the form of a letter from Employee's undersigned counsel to the District's undersigned counsel, which shall be transmitted to the District's counsel by email no later than 5:00 p.m. on the seventh day following the execution of this Agreement. Employee understands and agrees that Employee's Right of Revocation extends solely to potential claims of age discrimination in employment, and that it does not, and shall not be argued, deemed or construed to extend to or affect any other right or entitlement released pursuant to this Agreement. In the event that Employee exercises Employee's Right of Revocation, the District shall have the right, but not the obligation, to treat this Agreement as null and void in its entirety, which option shall be exercisable in the District's sole, exclusive and absolute discretion.

Employee Initials _____

20. Covenant Not to Sue. Employee hereby covenants and agrees that Employee will not file or cause to be filed, and, except as compelled by law, will not aid, cooperate or assist, directly or indirectly, in any state, federal or other court or agency, or any administrative, judicial, arbitration or other forum, any action, suit, claim, complaint or proceeding of any kind, nature or description whatsoever against the District, arising from or relating to any matter released or compromised pursuant to this Agreement up through the date of this Agreement. In the event that Employee shall file, cause to be filed, aid, cooperate or assist in any action, suit, claim, complaint or proceeding in violation of this Covenant Not to Sue, Employee hereby states and agrees that: (a) this Agreement shall constitute a complete and total defense to any such action, suit, claim, complaint or proceeding, and that (b) Employee shall indemnify, save, keep, and hold the District harmless for any and all loss, damages, costs or expenses incurred in connection with that action, suit, claim, complaint or proceeding, including, without limitation reasonable attorneys' fees and costs, and that (c) Employee shall not personally benefit from any such action, suit, claim, complaint or proceeding.

21. Non-Precedential. The Parties agree that this Agreement shall not create a past practice or be deemed precedential in any manner whatsoever.

22. No Admission of Liability. The Parties state and agree that this Agreement is a compromise of disputed and contested claims, that it shall have no precedential effect in any other proceeding at any time for any purpose, and that it shall not be argued, asserted, claimed, considered or construed as an admission of liability or wrongdoing by either party.

23. Voluntary Agreement. Each Party affirms and acknowledges that he/it has read, fully appreciates, and understands the words, terms, and provisions of this Agreement, is entirely satisfied with the settlement described, and has duly executed this Agreement voluntarily and of

its full free will and accord. Each Party had an opportunity to review and consult with their respective legal counsel on this matter.

24. Entire Agreement. This Agreement constitutes the entire understanding and Agreement between the parties. All understandings, agreements, statements and representations, express or implied, oral or written between the parties are contained and merged herein. No other agreements, covenants, statements or representations, express or implied, oral or written, have been made by or between the parties to the Agreement concerning the subject matter hereof. This is an integrated agreement. It may not be altered, modified or otherwise changed in any respect except in a writing signed by each party.

25. Understanding the Agreement. This Agreement is freely and voluntarily entered into, with the independent advice of each party's attorneys, or having knowingly and voluntarily foregone the opportunity for such advice. The parties represent and agree that they have read and discussed this Agreement with their respective counsel, or have knowingly and voluntarily foregone the opportunity to do so, that they fully understand its terms, ramifications and effects and that they freely accept the same.

26. Headings. The captions and headings contained herein are intended for convenience of reference only and shall not alter or affect the meaning or interpretation of this Agreement or the rights or obligations of the parties.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original. Photocopies, facsimiles, and signatures transmitted electronically or by facsimile shall be as valid and binding as an original.

28. Construction, Governing Law, Consent to Jurisdiction and Venue. This Agreement is entered into and its construction and performance governed by the laws of the

State of California, without regard to principles of conflict of law. The parties agree that this Agreement shall be deemed to be one to be performed in the City and County of San Francisco, California. The parties agree that the forum for any action arising out of or relating to this Agreement shall be a state or federal court in the City and County of San Francisco, and hereby consent to the jurisdiction of that court and to venue in San Francisco, California. This Agreement shall be deemed to have been drafted by all parties hereto and no rule of construction shall be applied against any party as the drafter.

29. Amendments. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all Parties.

30. Interpretation. Each of the Parties acknowledges and agrees that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

31. Governing Board Approval. The parties state and agree that this Agreement is subject to review and approval by the District's governing board, and that the District shall have no obligation hereunder unless and until such approval is obtained, or delegated to the District's General Counsel by policy or action. In the event the District's governing board shall decline to approve this Agreement, the parties shall be returned to the *status quo* existing on the date this Agreement was signed.

32. Severable Agreement. In the event any term or provision of this Agreement shall be held invalid or unenforceable by any court, that term or provision shall be omitted here-from, but the remaining provisions of this Agreement shall remain in full force and effect.

33. No Waiver. Delay by either party in enforcing its rights under this Agreement shall not be construed as a waiver, in full or in part, by that party of any rights under this

Agreement. No breach of any provision of this Agreement can be waived by any party unless such waiver is set forth in writing and signed by each party hereto. Waiver of any breach shall not be deemed to constitute a waiver of any other breach of the same or other provision of this Agreement.

34. Enforcement. The Agreement is specifically enforceable. The parties shall execute all documents necessary or appropriate to effectuate the terms of this Agreement. This Agreement may be pleaded as a full and complete defense to and may be used as the basis to recover damages in any action, suit or other proceeding which may be instituted, prosecuted or attempted by any party hereto in breach hereof. If any party asserts any claim against any other party to this Agreement which is determined to have been released, barred, or required by this Agreement, the party asserting the claim shall pay to the party against whom it was asserted the latter party's costs, including reasonable attorneys' fees incurred in defending against the released claim, in an amount to be determined by the court.

IN WITNESS WHEREOF, the parties and their respective counsel have hereunto set their hands, on the dates indicated:

Amy Baer
Associate Superintendent, Human Resources
San Francisco Unified School District

April ___, 2026

Dr. Vidrale Franklin

April ___, 2026