

## **SETTLEMENT AGREEMENT**

This Settlement Agreement (hereafter, “Agreement”) is entered into by and between the San Dieguito Faculty Association (hereafter, “SDFFA”) and William Rushing (hereafter, collectively referred to as “Petitioners”), on the one hand, and Respondents San Dieguito Union High School District (hereafter, “District”), the Board of Trustees of the San Dieguito Union High School District (hereafter, “Board of Trustees”), and Superintendent Dr. Robert Haley (collectively referred to as “Respondents”), on the other. Petitioners and Respondents may hereafter be collectively referred to as the “Parties.”

On December 15, 2020, the Board of Trustees approved a Resolution, entitled, “San Dieguito Union High School District Resolution – Expanded School Reopening” (hereafter, “Resolution”).

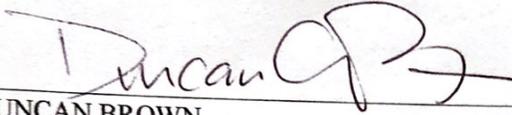
On December 18, 2020, Petitioners filed a Petition for a Peremptory Writ of Mandate in the Superior Court of the State of California for the County of San Diego, Case No. 37-2020-00046841 (hereafter, the “Petition”), seeking to enjoin Respondents from implementing the Resolution and seeking to prohibit Respondents from conducting general in-person instruction on District campuses until fourteen (14) days after San Diego County has been designated by the California Department of Public Health (“CDPH”) to be in Red Tier 2 status or otherwise qualify for an exception under state health orders.

The Parties agree as follows:

1. On or before January 4, 2021, the Board of Trustees will rescind the Resolution. The District agrees that for the time period of January 4, 2021 through January 26, 2021, only, it will not implement any changes to general in-person instruction on its campuses. Any instruction, extracurricular activities, or “Cohorting” (as defined in the CDPH “Guidance Related to Cohorts” and “Cohorting Guidance FAQ’s” currently in effect as of the date of this Agreement, hereafter collectively “Cohorting Rules”) that has taken place on District campuses during the 2020-2021 school year may continue and is in no way impacted or limited by this Agreement. The Parties expressly agree that this Agreement shall not prevent, limit, or otherwise preclude the District from expanding any Cohorting (as defined in CDPH Cohorting Rules) on its campuses based on the District’s discretion as set forth in the Cohorting Rules.
2. Upon ratification of this Agreement by the Board of Trustees, Petitioners shall immediately vacate the December 30, 2020 hearing on the *Ex Parte* Application for Temporary Restraining Order and Order to Show Cause, without prejudice. Petitioners agree that they shall not reset that hearing, or seek any other judicial relief arising out of or related to the claims in the Petition, prior to January 19, 2021.
3. This Agreement may be executed by facsimile signature, PDF, and in one or more counterparts, each of which shall be deemed to be an original, and which shall together constitute one and the same document.

ITEM 4

4. This Agreement is subject to ratification by the Board of Trustees.

  
\_\_\_\_\_  
DUNCAN BROWN  
FOR THE SAN DIEGUITO FACULTY ASSOCIATION

12/23/2020  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
WILLIAM RUSHING  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
ROBERT HALEY  
SUPERINTENDENT  
\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAUREEN MUIR  
FOR THE BOARD OF TRUSTEES AND THE  
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT  
\_\_\_\_\_  
DATE

Date Ratified by the Governing Board: \_\_\_\_\_

ITEM 4

4. This Agreement is subject to ratification by the Board of Trustees.

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DUNCAN BROWN DATE  
FOR THE SAN DIEGUITO FACULTY ASSOCIATION

**William B. Rushing**

Digitally signed by William B. Rushing  
DN: cn=William B. Rushing, o, ou,  
email=billrushing@gmail.com, c=US  
Date: 2020.12.23 20:29:11 -08'00'

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WILLIAM RUSHING DATE

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ROBERT HALEY DATE  
SUPERINTENDENT

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MAUREEN MUIR DATE  
FOR THE BOARD OF TRUSTEES AND THE  
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT

Date Ratified by the Governing Board: \_\_\_\_\_

