1. Parties

This settlement agreement and general release ("Agreement") dated August 19, 2024 is by and between the Board of Trustees of the California State University ("CSU"), through California State University, Chico ("Chico State") (collectively as the "University") and Ricardo Orellana ("Orellana"), collectively referred to as the "Parties."

2. Factual Background

2.1 Orellana currently is employed as the Director of the University Farm (Admin III) at Chico State.

2.2 The Parties wish to affect an amicable separation of employment and to avoid the expense, inconvenience and uncertainty of proceedings related to any dispute concerning Orellana's employment.

3. Settlement Terms

3.1 Orellana agrees to voluntarily resign from employment with Chico State effective August 19, 2024. Orellana hereby delivers to Chico State a signed letter of resignation which is attached. Orellana acknowledges and agrees that his resignation is irrevocable regardless of whether or not he delivers the resignation letter upon execution of this Agreement. Orellana hereby waives any right he may have under law or regulation to seek reconsideration of his resignation.

3.2 Chico State agrees to accept Orellana's voluntary resignation. Chico State agrees to pay Orellana Sixty Thousand, Eight Hundred and Thirty Five Dollars ($60,835), an amount equal to five (5) months' salary at his current monthly rate. The Parties acknowledge that Orellana would not otherwise be entitled to this money if he were to voluntarily resign. The gross amounts indicated above are processed through normal payroll procedures and applicable taxes and withholdings will be deducted as required by law.

3.3 Orellana waives any and all rights under Title 5, section 42723(e) of the California Code of Regulations and agrees that he has no entitlement to any monies under that regulation.

3.4 Orellana has not relied on any representations as to the tax consequences of this Agreement. If any taxing authority determines that any part of the settlement is taxable, Orellana will be solely responsible for those taxes. Orellana will indemnify and hold harmless Chico State, and all its representatives, from any liability to any taxing authority and from claims made in any administrative or judicial action to collect taxes from Chico State related to the payments made under this Agreement. If a proceeding is instituted against Chico State regarding tax liability related to the

payments made under this Agreement, Chico State will give Orellana notice of the proceedings at his last known address, and he will be obligated to defend and indemnify Chico State.

3.5 All employment references to prospective employers of Orellana will be given consistent with the CSU's Employment Policy Governing the Provision of Employee References.

3.6 Orellana agrees to promptly sign any personnel and payroll documents reasonably necessary to carry out and complete the terms of the Agreement. Orellana will complete the necessary Chico State clearance process and the outgoing Conflict of Interest declaration no later than one week following the execution of this agreement. The AVP of Human Resources will be the contact person for the clearance process.

3.7 Orellana understands and acknowledges that the consideration provided for in this Agreement is in full and complete settlement and release of all claims of any kind, whether known or unknown, actual or potential, which he has or may have against the University arising from or related to his employment, working conditions, and resignation of employment, and any other conduct of the Parties occurring prior to and up to the date of this Agreement.

3.8 Orellana hereby waives and fully releases and forever discharges the State of California and the University, and each of its agents, attorneys, current and former employees, officers, directors, trustees, auxiliary organizations, insurers, representatives and all persons acting by, through, under or in concert with any of them (collectively referred to as "CSU Released Parties") from any and all claims, causes of action, complaints, damages, agreements, suits, attorney's fees, loss, cost or expense, obligations and liabilities, of whatever kind or character, any statutory claims, or any and all other matters of whatever kind, nature or description, whether known or unknown, occurring prior to and up to the date of the execution of this Agreement, which he has or may have against the University, by reason of or arising out of or concerning his employment with the University. Orellana acknowledges that his release of claims specifically includes, but is not limited to, any right to request reconsideration under Section 42728 of Title 5, California Code of Regulations, as well as any and all claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. section 621 et seq. ("ADEA"); the Federal Civil Rights Statutes, 42 U.S.C. sections 1981, 1982, 1983, 1985 and 1986; the Americans with Disabilities Act; the Equal Pay Act; the California Fair Employment and Housing Act, California Government Code section 12940 et seq.; the Family and Medical Leave Act; the California Labor Code; and the Unruh Civil Rights Act based upon events occurring prior to and up to the date of the execution of this Agreement. In so doing, Orellana expressly acknowledges that he hereby waives all rights he may have under Section 1542 of the California Civil Code, which provides:

A general release does not extend to claims which 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.

3.9 Orellana has been given a reasonable period within which to consider this Agreement, has carefully read the entirety of this Agreement and knows the contents thereof, and knowingly and voluntarily signs this Agreement indicating his understanding and agreement, and expressly acknowledges that this Agreement shall be effective and enforceable on the date of its execution.

3.10 The Parties agree that this Agreement is a one-time resolution of the facts and events related to Orellana's employment with the University and that this Agreement shall not serve as a precedent of any kind, either at Chico State or elsewhere within the California State University System.

3.11 The Parties acknowledge that they each enter into this Agreement freely and voluntarily, and after full opportunity for deliberation and consultation with their respective attorneys about the matters contained herein.

3.12 The Parties expressly warrant that they have not transferred to any person or entity any right, cause of action or claim released in this Agreement.

3.13 This Agreement represents the full and complete agreement and understanding between the Parties with respect to the matters stated herein. Any agreement or promises alleged to have been made which are not reflected in the written terms of this Agreement are and shall be superseded by the terms of this Agreement and shall have no effect.

3.14 This settlement is a compromise of disputed claims and is not an admission by any party of any liability. The University specifically denies any wrongdoing of any kind whatsoever and enters into this Agreement to resolve all disputes and claims between the parties and to avoid the expense, inconvenience and uncertainty of continued proceedings.

3.15 No supplement, modification, waiver or amendment of this Agreement shall be binding unless executed in writing by the Party against whom enforcement of such supplement, modification, waiver or amendment is sought.

3.16 The Parties shall bear their own costs, expenses and attorney's fees.

3.17 This Agreement may be signed in counterparts.

By signing below, the Parties witness their agreement to all the terms and conditions of this Agreement.

For California State University, Chico

Leslie Cornick

Date: 8/19/24

Leslie Cornick
Provost

Employee

Date: 08-18-24

Ricardo Orellana
Director, University Farm

August 18, 2024

Sheryl Woodward
Assistant Vice President for Staff Human Resources
California State University Chico

Dear Sheryl,

I am writing to formally resign from my role as Farm Director at California State University, Chico. Following our discussion on August 5, I plan to officially resign on August 19, 2024.

The University Farm plays a crucial role as an educational laboratory, benefiting students, staff, faculty, researchers, industry stakeholders, and regulatory agencies in Northern California. My work has contributed to various improvement initiatives and services that have positively impacted students, staff, the Chico community, and the agricultural industry in the following ways:

- Under my leadership, I established criteria for a comprehensive farm master plan covering finance, services, business units, renovation and modernization, staff professional development, program enhancements (such as a dairy creamery, updated meats lab, and industry collaborations), as well as monitoring and evaluation.
- Contributed to the design of the new Agricultural and Training Center building, currently under construction.
- Formulated a proposal to renovate the milking cow barn to implement manure composting technology for animal welfare and planned a specialty tree fruit program to promote fresh fruit consumption, conduct community outreach, start a new sweet corn business, diversify hands-on activities for the plant science curriculum, and promote nutrition and food systems awareness in Northern California.
- Initiated dialogue to establish a honeybee research, processing, and outreach facility at the University Farm in partnership with the Honeybee Discovery Center to teach students, educate the public about the importance of honeybees, and create entrepreneurial projects of community interest.
- Awarded a $0.5 million collaborative project submitted to USDA/NIFA by Cornell University, Texas A&M, UC Davis, and CSU Chico to strengthen a network of food safety educators in the U.S.
- The new farm visitor check-in system has been designed and 4 units have created annual operating budgets (Crops and Orchard, Dairy, the OVP, and Sheep unit). The Greenhouse unit budget is also ready for discussion.

The document you requested me to sign is enclosed with this resignation. My assigned computer is located at the University Farm office, and I do not possess any other University assets. Finally, I will be attentive to your instructions on my final day as the Farm Director.

Sincerely,



Ricardo A. Orellana
[redacted] Chico, CA 95928
Phone [redacted] Email [redacted]