



## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (“Agreement”) is entered into by and between the BOARD OF EDUCATION (“Board”) of the PALO ALTO UNIFIED SCHOOL DISTRICT (“District”) and TRENT BAHADURSINGH (“Employee”) (collectively “the Parties”).

WHEREAS, Employee is currently employed as a certificated management employee of the District serving in the position of Deputy Superintendent;

WHEREAS, on December 15, 2020, the Parties executed an Employment Agreement (“Dec 20, 2025 Employment Agreement”) and subsequently executed a Third Amendment to the Agreement on May 21, 2024<sup>1</sup> (“Third Amendment to Employment Contract”), and a Fourth Amendment to the Agreement on June 3, 2025 (“Fourth Amendment to Employment Contract”), governing Employee’s employment as the Deputy Superintendent for the District;

WHEREAS, Employee has been serving as Acting Superintendent since February 23, 2026;

WHEREAS, in lieu of the Board exercising its authority pursuant to Third Amendment to Employment Contract, the Parties agree to the terms set forth below;

WHEREAS, the Board’s action is not based on Employee’s performance as Deputy Superintendent or Acting Superintendent, but was based on the majority of the Board’s determination that the best interests of the District and Employee are served by exercising the Board’s option to terminate the Employment Agreement; and

WHEREAS, the Board desires to facilitate and accept Employee’s separation for purposes of concluding his services to the District.

NOW, THEREFORE, IT IS AGREED by and between the Parties as follows:

### **1. SEPARATION**

- a. Employee shall immediately tender his voluntary and irrevocable letter of separation effective March 17, 2026 (the “Separation Date”). Said separation letter shall be attached hereto as Exhibit “A” and incorporated herein by this reference as an integral part of this Agreement and shall be included in Employee’s personnel file.
- b. Employee acknowledges that submission of said separation is a voluntary act, that there was no coercion by the District, and that he has had full opportunity to discuss with representation the impact of said separation, as well as the significance of the terms and conditions of this Agreement. Employee further acknowledges his

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<sup>1</sup> The First Amendment to the Employment Agreement was executed on June 21, 2022 and the Second Amendment to the Employment Agreement was executed on June 20, 2023.



separation is immediately deemed accepted by the District, is irrevocable and not subject to being set aside by any judicial or administrative action, none of which shall be instituted by Employee.

- c. The Parties have agreed to the substantive terms of joint public statement that will be released by District after the execution of this Agreement.

## 2. CONSIDERATION

### a. Settlement Payment

In consideration for the promises and representations contained herein and subject to the adherence to the terms of this Agreement, and pursuant to the Third Amendment to Employment Contract, upon Employee's separation on March 17, 2026, the District shall pay to Employee a lump sum of \$337,017.00 (three hundred and thirty-seventy thousand, and seventeen dollars), as a settlement payment, subject to the deductions identified below, and subject to the disbursement schedule identified as follows:

- i. One check payable to Trent Bahadursingh in the amount of \$252,762.75 reportable on an IRS Form W-2 to be paid on or before April 30, 2026.
- ii. One check payable to Trent Bahadursingh in the amount of \$84,254.25 reportable on an IRS Form W-2 to be paid between January 1, 2027 and January 31, 2027.

The Parties understand and agree that this settlement payment represents employee earnings and is therefore subject to normal and usual payroll deductions, including those for federal and state taxes, etc., but shall not constitute creditable compensation under STRS for the purposes of retirement contributions. Employee may submit an amended W-4 form to the District to change his withholding allowances within ten (10) working days of his execution of this Agreement. Employee shall bear all employee tax consequences of the payments provided by and issued under this Agreement.

### b. Health & Welfare Benefits

After the effective date of Employee's resignation, the District will provide separate notice to Employee regarding his rights under the Consolidated Omnibus Budget Reconciliation Act (COBRA) to maintain health coverage at his own expense. Upon submission by Employee of his proof of payment for COBRA benefits, to the extent he elects to purchase said benefits, the District agrees to reimburse Employee for the amount equivalent to the District's normal contribution amount for each month from April 1, 2026 through September 30, 2026. Reimbursement will be made within thirty (30) business days of the District's receipt on an invoice and proof of payment in the form of cancelled checks, bank and/or credit card statements.

While Employee continues to receive a contribution from the District for COBRA benefits, Employee agrees to notify the DISTRICT if he accepts other employment that offers health and welfare benefits. Employee understands and agrees that should he accept other



employment that offers health and welfare benefits during this period of time, he shall no longer be entitled to continued said COBRA benefits. Should Employee fail to disclose his acceptance of employment, which offers medical benefits, Employee shall reimburse the District for medical insurance premiums paid pursuant to this Agreement during the time Employee concurrently received such medical benefits through the new employer. The District's contributions toward COBRA or any other benefits will cease upon the effective date of such health and welfare benefits Employee receives through other employment or September 30, 2026, whichever comes first.

c. Additional Terms

i. Retroactive Payment for Term as Acting Superintendent

The District agrees to pay Employee a lump sum payment of \$9,656.00 (nine thousand, six hundred and fifty-six dollars) for the period of time wherein Employee served as the Acting Superintendent for the District

The Parties understand and agree that this settlement payment represents employee earnings and is therefore subject to normal and usual payroll deductions including, but not limited to, STRS withholdings, federal and state taxes, etc. Payment will be made within thirty (30) business days of full execution of this Agreement.

i. Employment References

Employee agrees to direct all future employment reference requests to the Director of Human Resources, who shall provide only Employee's dates of employment, Employee's position at the time of resignation, and the fact that Employee resigned from employment unless otherwise authorized by Employee. The District is not responsible or liable for inquiries prompted by Employee, or made on Employee's behalf, to any other District employees, officers, board members, or agents. Nothing in this Agreement shall prevent Employee from requesting a Board member or any District employee to provide a voluntary "personal letter of reference," which shall be expressly stated as such, based on his/her experience with Employee.

ii. Potential Retroactive Payment for the 2025-2026 fiscal year

The Parties agree that if the District's certificated management employees receive a retroactive salary increase for the 2025-2026 fiscal year before January 31, 2027, Employee will be entitled to receive a one-time retroactive payment equivalent to the retroactive salary increase the certificated management employees receive for the 2025-2026 fiscal year as calculated based on Employee's Deputy Superintendent salary.

The Parties understand and agree that this settlement payment represents employee earnings and is therefore subject to normal and usual payroll deductions including, but not limited to, STRS withholdings, federal and



state taxes, etc. Payment will be made within thirty (30) business days of full execution of this Agreement.

iii. Return of District Property

Employee agrees to return all equipment, keys, books, records, and any and all other District property, which may be in his possession within five (5) business days of his Separation Date. The Parties shall arrange a mutually convenient date and time for Employee to return any District property that may be in his possession and to obtain his personal property, if any, from the District.

iv. Participation in Post-Employment Benefits

In the event that Employee does not obtain other employment before March 31, 2027, Employee will be able to participate in all District post-employment benefits, including but not limited to post-employment retiree health and welfare benefits through the District upon retirement through CalSTRS.

**3. MUTUAL COMPROMISE**

The Parties' actions under this Agreement are solely the product of a compromise of any potential conflicting claims of the Parties, and are made in consideration of Employee's execution of the releases contained herein and other various acts, including, but not limited to, the submission of his separation for purposes of concluding his services to the District. The Parties' actions under this Agreement shall not be considered in any way an admission of any liability or wrongdoing by Employee, the Board, the District, its employees, or any agents, representatives, attorneys, successors, or assigns of either party.

**4. GENERAL RELEASES**

- a. In consideration of the promises and representations contained herein, Employee hereby releases the Board, the District, and each of its officers, trustees, employees, agents, successors and assigns of and from any and all claims, known or unknown, which may exist at the time of execution of this Agreement, and waives any claim to monetary damages that may arise therefrom.
- b. The aforementioned claims specifically include, but are not limited to, all loss, liability, damages, charges, complaints, demands, and causes of action arising directly or indirectly out of the employer-employee relationship between the Parties and for any other reason, and shall specifically include all causes of action and any 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 (disability discrimination); (4) 29 U.S.C. Section 621-634 (age discrimination); (5) 29 U.S.C. Section 206(d)(i) (equal pay); (6) the Educational Employment Relations Act; (7) the National Labor Relations Act; (8) the California Constitution; (9) the United States Constitution, including the First, Fifth, and



Fourteenth Amendments; and (10) The California Fair Employment and Housing Act (discrimination based upon race, color, national origin, ancestry, physical or mental disability, medical condition, religion, marital status, sex, sexual orientation or age), (11) the Ralph M. Brown Act (Cal. Gov't. Code sections 54950 – 54963), and any claims for money damages associated therewith. This list is expressly understood by the Parties not to be all-inclusive, and Employee knowingly executes this agreement with the expressed intent of releasing the District from any and all claims and causes of action, past or present, to the greatest extent allowable under the law.

- c. This Agreement shall not serve to waive or release the District from any workers' compensation claims or any other claims or statutory obligations expressly excluded herein.
- d. For and in consideration of the commitments and representations contained herein, the District for itself and on behalf of its legal and other representatives, agents, claimants, beneficiaries, successors, and assigns, hereby fully and expressly irrevocably and absolutely releases and forever discharges Employee, and as applicable, his respective legal and other representatives, agents, claimants, beneficiaries, successors and assigns of and from any and all claims, charges, demands, actions at law or in equity, suits, grievances, or other proceedings, judicial, administrative or otherwise, debts, attorney's fees, expert witness fees, costs, damages, expenses, rights to contribution, and remedies of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, which may exist at the time of execution of this Agreement, and waives any claim to monetary damages that may arise therefrom.
- e. The Parties understand and agree that this release extends, to the extent permitted by law, to all claims of every nature whatsoever, and it is understood and agreed that all rights under section 1542 of the Civil Code of the State of California are hereby expressly waived. Section 1542 of the Civil Code referred to herein reads 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.**

The Parties, being expressly aware of Civil Code Section 1542, understand and agree that this Agreement is in full accord, satisfaction, and discharge of any claims by either Party and that this Agreement has been executed with the express intention of effectuating the legal consequences provided in California Civil Code section 1541: to wit, the extinguishment of all obligations as herein described.



## 5. AGE DISCRIMINATION

The Age Discrimination in Employment Act of 1967 (“ADEA”) makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual’s employment on the basis that the individual is age forty or older. The Older Workers Benefit Protection Act (“OWBPA”), 29 USC. §§ 626, et seq., further augment the ADEA and prohibit the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Employee acknowledges that he is knowingly and voluntarily, for just compensation in addition to anything of value to which Employee was already entitled, waiving and releasing any rights he may have under the ADEA and/or OWBPA. Employee further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

- a. This waiver/release is written in a manner understood by Employee.
- b. Employee is aware of and has been advised of his rights under the ADEA and OWBPA, of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA, or similar age discrimination laws, as stated herein.
- c. Employee is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this Agreement, and the waiver and release of any right he may have under the ADEA, the OWBPA, or similar age discrimination laws, but he may, in the exercise of his own discretion, sign or reject this Agreement at any time before the expiration of the twenty-one (21) days.
- d. The waivers and releases set forth in this Agreement shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA after the effective date of this Agreement.
- e. Employee is advised that he should consult with an attorney prior to executing this Agreement, and acknowledges he has had an opportunity to discuss this waiver and release with, and to be advised with respect thereto, by an attorney of his choice, and confirms that he does not need any additional time within which to review and consider this Agreement.
- f. Employee has seven (7) days following the Parties’ full and complete execution of this Agreement to revoke the waivers contained in this section. Employee understands that the right of revocation set forth in this section applies only to the release of claims under the ADEA. If Employee elects to revoke this waiver of ADEA claims, the Board will have the option to: (i) enforce this Agreement in its totality, excluding any waiver of ADEA claims, or (ii) rescind the entire Agreement.
- g. This Agreement shall not be effective until the expiration of the seven (7) day revocation period set forth in the preceding paragraph.



## **6. REPRESENTATION**

Each Party acknowledges that he/it has carefully read this Agreement and has been provided the opportunity to be advised fully by independent counsel of his/its own choice throughout all of the negotiations which preceded the execution of this Agreement, and that each party has duly executed this Agreement with the full consent and approval of such independent counsel. Each party acknowledges that the only promises made to induce him/it to sign this Agreement are those stated herein. Having been fully advised and informed, each party voluntarily enters into this Agreement, including Employee's waiver of rights.

## **7. COSTS AND ATTORNEY FEES**

Each party shall bear its own costs and attorneys' fees in relation to this matter.

Notwithstanding the foregoing, if any legal action, arbitration, or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the prevailing party in that action shall be entitled to recover reasonable attorneys' fees and other costs incurred in connection with that action or proceeding.

## **8. COVENANT NOT TO SUE**

- a. To the extent permissible by law, Employee hereby covenants not to sue or initiate against any other party to this Agreement or any person or entity described in this Agreement, any action or proceeding, or to participate in same, individually or as a member of a class, under any policy, contract, law or regulation, federal, state or local, pertaining in any manner whatsoever to the subject of this dispute, including but not limited to Employee's employment with the District, and arising from any fact or circumstance known at the time of execution of this Agreement.
- b. In the event that Employee does file or causes to be filed any action, suit, claim, complaint or proceeding in violation of this Covenant Not to Sue, he hereby states and agrees that this Agreement shall constitute a complete and total defense to any such action, suit, claim, complaint or proceeding.

## **9. CONFIDENTIALITY/DISCLOSURE**

The Parties acknowledge and agree that the terms and provisions of this Agreement were made in confidence and shall remain confidential to the greatest extent possible under the law. Neither party shall knowingly disclose or cause or allow to be disclosed, privately or publicly, any of the terms or provisions of this Agreement to any person or entity, except as necessary to comply with disclosure per statute (including the California Public Records Act), lawful subpoena or court order, or in the event that legal proceedings are commenced to enforce any obligations of a party hereto. Nothing in this Agreement precludes Employee from consultation with or disclosures to legal counsel, labor representatives, financial/tax advisors, and immediate family members. Nothing in this Agreement precludes the Board from consultation with or disclosures to legal counsel, the District's executive officers, or any labor commission, or similar regulatory authority.



## **10. NON-DISPARAGEMENT**

Parties agrees that they will not, orally or in writing, publicly or privately, post, publish, make or express any comment, view or opinion which criticizes, is adverse to, brings disrepute in the eyes of the public, defames, derogates, or disparages the other party in any manner, nor shall either party authorize any agent or representative to make or express any such comment, view or opinion. Nothing herein shall affect the application of Government Code section 12964.5(b)(1)(B) on any term within this Agreement.

## **11. FUTURE COOPERATION**

If requested by the District, Employee agrees to provide reasonable availability and cooperate with the District and its counsel following the Separation Date in connection with any claim, dispute, negotiation, investigation, or proceeding involving Employee and the District, in which the Employee was directly and substantially involved during employment, at an hourly rate of one hundred and eighty eight dollars (\$188.00) (or pro-rata for partial hours) for such services, plus reimbursement of reasonable, pre-approved expenses, including travel. Payment shall be made within 15 days of invoice. Such cooperation shall be requested with at least five (5) business days' advance written notice, shall not unreasonably interfere with Employee's personal or professional commitments, and shall be limited to a maximum of fifteen (15) hours per month unless otherwise mutually agreed. Employee shall have the right to decline requests that are unreasonable in timing, scope, and/or burden.

## **12. INTEGRATION, MODIFICATION, CONSTRUCTION, CAPTIONS, AND SEVERABILITY**

- a. This Agreement constitutes the entire agreement between the Parties, and there exist no other agreements, warranties or representations other than those expressly mentioned herein. This Agreement is the final and complete expression of the understandings of the Parties.
- b. This Agreement may only be amended by written instrument signed by the Parties and shall be construed under and governed by the laws of the State of California, without regard for its conflict of law provisions.
- c. This Agreement shall be interpreted as if each party contributed equally in the drafting and construction of all of the language and each of the terms herein.
- d. The captions and headings used in this Agreement are for convenience only and shall not be interpreted to limit or affect in any way the meaning of the language or terms contained herein.
- e. If any part of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining parts of this Agreement shall remain in full force and effect, with such illegal, invalid or unenforceable parts severed from this Agreement.



**13. EXECUTION**

This Agreement may be executed in one or more counterparts, including copies and signatures sent by facsimile or electronically, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all Parties had executed the same copy hereof. Facsimile and digitally scanned copies and signatures shall be deemed originals.

**14. DEFEND AND INDEMNIFY**

Consistent with Government Code sections 825, 995 and 995.2, Employee may request defense and indemnification for any and all acts Employee took within the scope and course of his employment.

**15. BOARD APPROVAL**

This Agreement shall not be binding upon the District until ratified by a vote of the Board of Education at a duly noticed meeting thereof. In the event the Board does not ratify the agreement then all releases and waivers executed by the Parties shall be null and void, and this Agreement will remain a confidential settlement communication under Evidence Code section 1152 et seq.

The undersigned declare that they have read this document consisting of nine (9) typewritten pages, plus the attached Exhibit A, and understand its terms and freely enter into this final settlement.

**APPROVED AND ACCEPTED:**

DATED: 3/17/2026

Signed by:   
Trent Bahadursingh

DATED: 3/17/2026

Signed by:   
Shounak Dharap, President, GOVERNING BOARD OF THE  
PALO ALTO UNIFIED SCHOOL DISTRICT



PALO ALTO  
UNIFIED SCHOOL DISTRICT

**EXHIBIT A**



**IRREVOCABLE LETTER OF SEPARATION**

Governing Board of the Palo Alto Unified School District  
25 Churchill Avenue  
Palo Alto, CA 94306

**Re: Irrevocable Letter of Separation**

To the Governing Board of Education:

I, Trent Bahadursingh, hereby submit my voluntary separation, effective March 17, 2026. I understand that separation is for the purpose of concluding my services to the District and is deemed valid and binding upon acceptance by the Board President or designee. This notice may be acted upon immediately.

DATED: 3/17/2026

Signed by:   
TRENT BAHADURSINGH