

SETTLEMENT AGREEMENT AND RELEASE

1. Parties

This Settlement Agreement and Release (“Agreement”) is by and between the Board of Trustees of the California State University (the “University” or “CSU”), on behalf of California State University, Chico, and David Stachura (“Stachura”). The University and Stachura are collectively referred to as the “Parties”.

2. Background

2.1 On March 10, 2023, the Equal Opportunity and Dispute Resolution office issued to Stachura a Notice of Investigation pursuant to the CSU Nondiscrimination Policy, and the Office of Academic Personnel issued to Stachura a Notice of Investigation pursuant to the California Education Code § 89535 (collectively, the “March 2023 Notice of Investigations”). Thereafter, the Equal Opportunity and Dispute Resolution office and the Office of Academic Personnel issued to Stachura the outcome report of those investigations dated August 24, 2023 (collectively, the “August 2023 Investigative Reports”).

2.2 On September 8, 2023, the University issued to Stachura a Notice of Pending Discipline (“Notice of Pending Discipline”), and on or about October 2, 2023, the University gave notice to Stachura, via a Notice of Decision Regarding Disciplinary Action, that he would be dismissed from employment at the University (“Notice of Dismissal”).

2.3 On October 1, 2023, the Interim Vice President for Business and Finance issued her *Skelly* report (“*Skelly* report”).

2.4 On or about October 11, 2023, Stachura invoked his right to challenge the dismissal by appealing the matter to arbitration (CFA #2023-222; CSU # R03-2023-392) (“Arbitration”).

2.5 Stachura has filed various complaints and statutory and contractual grievances in 2023 and 2024 with the California State University and California State University, Chico (“Chico State”) under internal California State University policies and/or procedures, as well as under the CSU-CFA collective bargaining agreement (“CBA”), alleging discrimination, retaliation and/or other violation of policy or the CBA, and some of those complaints and/or grievances have resulted in pending investigations against other employees and/or appeals to the Chancellor’s Office (collectively, “Internal Complaints and Grievances”).

2.6 Stachura has also filed administrative complaints and/or claims with the California Civil Rights Department and California Division of Occupational Safety and Health (collectively, “Administrative Complaints”).

2.7 On or about February 10, 2023, Stachura filed a lawsuit, *Stachura v. King, Tamietti and Does 1 through 20* (Butte County Superior Court Case No. 23CV00353) (the

“Lawsuit”). The University filed an anti-SLAPP motion to strike seeking to dismiss the Lawsuit, which was granted by the Court on or about August 17, 2023, resulting in an award of \$62,500 in attorney fees and \$539.36 in costs to the University, by Court ruling on or about October 25, 2023 (the “anti-SLAPP Attorney’s Fees and Costs Award”).

2.8 On or about February 8, 2023, the University filed a petition for a workplace violence restraining order against Stachura in Butte County Superior Court Case No. 23CV00325, on behalf of four protected parties (“Restraining Order Proceedings”). On or about September 27, 2023, the Court granted the petition and issued a (non-temporary) Restraining Order (“Restraining Order”). On or about November 17, 2023, Stachura appealed the Order (“Restraining Order Appeal”).

2.9 The Parties wish to resolve all disputes between them, including but not limited to the Arbitration, Internal Complaints and Grievances, Administrative Complaints, Lawsuit, Restraining Order Proceedings, and anti-SLAPP Attorney’s Fees and Costs Award, except that the Parties agree that the Restraining Order will remain in place and the Restraining Order Appeal will continue.

3. Settlement Terms

3.1 The Parties agree to withdraw, and hereby do withdraw, with prejudice, all claims, complaints, lawsuits, motions and/or proceedings, defined as broadly as possible, including the Internal Complaints and Grievances, Administrative Complaints, Lawsuit, and Arbitration, except that, notwithstanding this Agreement, the Restraining Order will remain in place, as will the Restraining Order Appeal. The Parties agree that the Restraining Order appeal will be decided by the courts. And the University agrees not to enforce the anti-SLAPP Attorney’s Fees and Costs Award. Stachura agrees to withdraw any appeal he has filed with the Chancellor’s Office.

3.2 Stachura hereby resigns from his employment, effective February 14, 2024, by delivering the attached resignation letter, which the University will accept and place in his official personnel file. Regardless of whether the letter is delivered, however, the resignation becomes effective February 14, 2024, and Stachura acknowledges and agrees that his resignation will be irrevocable and not subject to rescission, reconsideration or appeal.

3.3 Upon receipt of the letter of resignation described above, the University agrees to withdraw the Notice of Pending Discipline and the Notice of Dismissal, and to accept Stachura’s resignation in their place. The Personnel Action File contains a 5,466 page file titled “.misc” which includes, but is not limited to, the August 2023 Investigation Reports, the Notice of Pending Discipline, the Notice of Dismissal, and the Skelly report. The “.misc” file shall be removed from Stachura’s Personnel Action File. As Stachura will no longer be an employee of Chico State, the March 2023 Notice of Investigations, the August 2023 Investigation Reports, the Notice of Pending Discipline, the Notice of Dismissal, and the *Skelly* report and the two investigation reports from August 2023 shall be removed from Stachura’s Personnel Action File, and his official personnel records shall reflect that he resigned from his employment with the University. The University also agrees to remove from the Personnel Action File the 2020 Investigation Report and Appeal Decision conducted pursuant to CSU Executive Order 1096.

Upon execution of this Agreement, no further documents will be inserted into Stachura's Personnel Action File other than this Agreement, the resignation letter and related separation paperwork.

3.4 Within ten calendar days of execution of this Agreement, the Parties will take all actions necessary to effectuate the withdrawal of the Internal Complaints and Grievances, Lawsuit, Administrative Complaints, and Arbitration, including by notifications to appropriate parties, agencies or tribunals. In the case of the anti-SLAPP Attorney's Fees and Costs Award, the University agrees it will not enforce the judgment.

3.5 Stachura acknowledges that the consideration provided for in this Agreement is in full and complete settlement of all claims of any kind, known or unknown, in law or in equity, that Stachura may have against the University its officer, employees or agents.

3.6 The University agrees that following the expiration of the Restraining Order, it will not seek renewal or extension of the Restraining Order for another term unless Stachura has engaged in conduct after the execution date of this Agreement that would warrant such a renewal or extension.

3.7 For any administrative complaint or claim that Stachura has filed against the University, including the Administrative Complaints and any other such complaint or claim, including but not limited to those filed before the U.S. Equal Opportunity Commission, California Civil Rights Department and/or any other federal or state administrative agencies, Stachura agrees to withdraw from and/or cause or request dismissal of (if necessary) all such proceedings with prejudice, within ten calendar days of execution of this Agreement.

3.8 The Parties (mutually) agree Stachura is not an aggrieved person within the meaning of California Code of Civil Procedure Section 1002.5. Stachura further agrees, as part of the consideration and inducement for execution of this Agreement, to never apply for or accept employment with any campuses of the California State University or their auxiliary organizations. If the University or its auxiliary organizations inadvertently offer Stachura a position, Stachura breaches this agreement by accepting a position with the University or its auxiliary organizations. Stachura shall be terminated at such time as is convenient to the University or its auxiliary organizations, and Stachura hereby waives any right he may have to appeal that termination and/or exclusion.

3.9 If contacted by prospective employers other than California State University campuses or their Auxiliary Organizations regarding Stachura, in accordance with the CSU Employment Policy Governing the Provision of Employee References, the University shall provide the following information: date of hire, date of resignation, salary and position. Because of free speech protections, the University cannot control information provided outside of Human Resources, including by non-administrators, in response to direct inquiries from prospective employers, such as when the prospective employers are doing reference or background checks. In light of this reality, Stachura must direct all prospective employers to only contact the person holding the position of Vice Provost for Faculty Affairs and Success or equivalent (head of Faculty Affairs) when seeking a reference or employment verification.

3.10 Stachura hereby waives and fully releases and forever discharges the State of California and the California State University and each of its constituent campuses and auxiliary organizations (as defined in California Education Code sections 89900-89928; Title 5, California Code of Regulations, section 42500 et seq.), as well as each of their Trustees, officers, agents and employees (collectively, the “Released Parties”), from all complaints, actions, causes of actions, in law or equity, suits, administrative claims, 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, actual or potential, which he has or may have against the Released Parties or any of them up to the execution of this Agreement.

The University hereby waives and fully releases and forever discharges Stachura from all complaints, actions, causes of actions, in law or equity, suits, administrative claims 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, actual or potential, which it, as an institution, has or may have against Stachura up to the execution of this Agreement, except with respect to the Restraining Order proceedings, which are unaffected by this paragraph.

3.11 Stachura 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 HER OR HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HER OR HIM MUST HAVE MATERIALLY AFFECTED HER OR HIS SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

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

3.13 Stachura acknowledges he enters into this Agreement freely and voluntarily, and after full opportunity for deliberation and consultation with an attorney about the matters contained herein.

3.14 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.

3.15 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.


3.16 The Parties acknowledge this Agreement is subject to disclosure upon lawful request, including but not limited to the California Public Records Act.

3.17 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.

This Agreement may be signed in counterparts and via electronic means via DocuSign or AdobeSign.

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

Dated: Feb 14, 2024



David Stachura

Dated: Feb 14, 2024

LCornick

Board of Trustees of the California State University
By: Leslie A. Cornick
Its: Provost and Vice President for Academic Affairs, California State University, Chico

Mahalley Allen, Ph. D.
Vice Provost, Faculty Affairs and Success
California State University, Chico
400 West First St.
Chico, CA 95929

Subject: Resignation

Dear Dr. Allen:

I am writing to notify the University that I am resigning from my position as Professor, Biological Sciences, at California State University, Chico.

Sincerely,

A handwritten signature in black ink, appearing to read "David Stachura". The signature is fluid and cursive, with the first name "David" being more prominent and the last name "Stachura" written in a more compact, connected style.

David Stachura, Ph. D.