SEVERANCE AGREEMENT AND RELEASE

This Agreement made and entered into this _____ day of October, 2024, by and between the **Mabton School District No. 120,** hereafter referred to as "District" and **Dr., Joseph R. Castilleja,** hereafter referred to as "Employee".

I. RECITALS

A. Employee was first employed as the District's Superintendent of Schools beginning on July 1, 2018. The relationship was governed by a series of employment contracts/addendums.

B. In January of 2024, the District renewed the Employee's contract for a three-year term commencing July 1, 2024 and ending June 30, 2027.

C The contract provides that it may be terminated by mutual agreement, and the parties desire to terminate the contract on terms that are mutually beneficial.

D. Employee alleges that he has additional claims against the District related to his employment and that he should be compensated for those claims.

E The parties desire to amicably resolve all disputes which have arisen between them related to Employee's employment as Superintendent and to avoid the uncertainties and the additional time and expense that would be involved in litigation and settle any and all claims of any nature between them pursuant to the terms of this Agreement.

In consideration of the foregoing and the mutual promises and covenants set forth herein, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

II. AGREEMENT

1. <u>Resignation from Employment Contract.</u> The Employee submits, and the District accepts, his unconditional and irrevocable resignation. The Employee's last date of employment will be June 30, 2025.

2. <u>Administrative Leave / Compensation</u>. Upon this Agreement becoming effective, Employee shall be generally relieved of Employee's contractual duties and placed on administrative leave through the last date of employment on June 30, 2025. While on leave, Employee will receive Employee's regular, contracted wages and benefits in due course, which shall be subject to ordinary withholding, tax, and retirement deductions. Employee agrees to be generally available, at mutually convenient times, to the District's board members, and to any person placed into the Superintendent position, for purposes of answering questions, assisting with locating files/records/documentation, for providing basic factual and historical information regarding District's operations, and for general assistance with transferring the contracted duties.

3. **Final Payment.** In addition to the Employee's regular salary, the District agrees to pay the following amounts to Employee. The parties agree that the per diem rate for the 2024 – 2025 contract year is $941.16 for accrued, unused vacation.

Thirty (30) days vacation cash out (accrued through effective date)	$ 28,234.80
Severance consideration	$ 37,000.00
TOTAL	**$ 60,565.00**

The vacation amount will be paid with Employee's final check for the month of June. Said amount will constitute wages subject to usual and ordinary withholding, tax and retirement deduction.

The severance consideration amount will be paid within thirty (30) days of the Agreement becoming effective. The parties agree that said amount is given for and in consideration of Employee's release of claims and does not constitute wages. The District will report the severance consideration on an IRS 1099-MISC form, and said amount will not be included in Employee's retirement calculation per WAC 415-108-488. Employee assumes any and all tax liability, if any, for the severance payment.

4. **Employment Status/Cessation of Benefits.** Employee's employment status will reflect a total separation from employment with the District as of June 30, 2025. Employee's PEBB insurance paid by the District in June will end on July 31, 2025 and the District's obligations to continue to enroll Employee in the District's health insurance plan ends on that date. Employee shall have the rights and privileges accruing to him under state and federal law to continue said insurance after July 31, 2025, to the extent permissible under the terms of the insurance policies in effect in the District, subject to him paying the premiums thereon. In addition, all District obligations to contribute directly to Employee's retirement ends on June 30, 2025.

5. **Evaluation**. The Employee and District agree that Employee's evaluation for the 2024-2025 school year will not be completed or placed in Employee's personnel file.

6. **Future Disclosure.** To the extent possible, all inquiries regarding Employee's past employment by the District will be directed to Board Chair Wendy Morrow. Morrow will provide Employee with a letter of recommendation in the form attached hereto as Exhibit A. All inquiries from prospective employers or other agencies will be consistent with that reference letter. Nothing in this section shall prevent disclosures required by law, including but not limited to public records requests and/or any reporting requirements under state/federal law provided that Employee will be given prompt written notice of any such requests that relate to Employee, copied on any responses thereto, and that Employee will be given a ten-day period to seek court protection prior to production of documents in response to such request.

7. **Non-Disparagement.** From and after the effective date, neither the Employer, Board Members nor the Employee, shall publish or disseminate information, whether oral or written, that is derogatory to the other party or which could impair the general reputation of the other party whether such information was acquired or developed before or after the effective date of the Agreement. This includes, but is not limited to, comments on this Agreement other than the joint statement agreed to by the parties regarding the Agreement as set forth herein. This agreement shall not be interpreted to prevent or preclude honest testimony in any legal proceedings.

8. **Joint Statement.** The parties acknowledge and agree the following joint statement shall be used for any public inquiries, including without limitation, any inquiries from the press or media companies:

> The Mabton School District Board of Directors and Dr. Joseph Castilleja have jointly determined new directions and opportunities for the District and Dr. Castilleja that will provide benefit to the District, Dr. Castilleja, and the parents and the students they serve. The entire board wishes to acknowledge Dr. Castilleja's dedication and efforts for the Mabton community over the past six years. He has worked hard to provide our students with quality educational experiences. Mr. Castilleja has the Board's best wishes in his future endeavors.

9. **Waiver and release of claims.** Except for those obligations created by or arising out of this Agreement for which receipt or satisfaction has not been acknowledged herein, Employee on behalf of himself and his descendants, assigns and successors hereby releases, waives and forever discharges the District (hereinafter referred to as "Releasees"), its agents, owners, officers, representatives, successors and assigns, of and from and covenants not to sue with respect to any and all claims, actions, causes of action, demands, debts, damages or accounting of whatever nature, whether known or unknown, including those related in any way to the employment of Employee. This release includes but is not limited to, all claims for additional salary, benefits, retirement funding, or other forms of compensation, emotional distress, pain and suffering damages, punitive damages, attorney's fees, costs of claim, reinstatement, or re-employment based upon any State or Federal statutes dealing with employment matters for discrimination in employment, including but not limited to, Title VII of the Civil Rights Acts of 1964, the Post Civil War Civil Rights Act (42 USC Sections 1981-1988), 42 USC Section 1981a, the Age Discrimination in Employment Act (29 USC Section 621 et. seq.), the Rehabilitation Act of 1973, the Equal Pay Act of 1963, the Vietnam Era Veterans' Readjustment Assistance Act, Executive Order 11246, the Americans with Disabilities Act, ERISA, all as amended, any regulations under such authorities, and all applicable discrimination, contract, tort and other common law theories. Employee understands and agrees that this release extends to all claims of every nature and kind whatsoever, whether known or unknown by Employee, arising through the effective date of this agreement and through the Employee's last date of employment. Employee assumes any and all risk in making this release

10 **ADEA Waiver**. In addition to the waivers and releases contained above and in consideration of the severance payment provided above, Employee also specifically releases the above-mentioned Releasees from any and all liabilities, claims, causes of action, demands for damages or remedies of any kind or character, including claims for attorneys' fees and legal costs, that arise under or from the Age Discrimination In Employment Act of 1967, as amended, and that are related to or arise out of his employment or separation from employment with the District up to and including the date of this Agreement.

Employee understands and acknowledges that by this Agreement he does not waive any rights or claims relating to age discrimination that may arise after Employee's last date of employment.

Employee agrees that he has been advised to consult with an attorney regarding this Agreement prior to agreeing to and signing it.

Employee acknowledges that, prior to signing this Agreement, he has twenty-one (21) days from the date of his receipt of this Agreement within which to consider it and to consult with an attorney of his choice regarding it. Should he nevertheless elect to execute this Agreement sooner than 21 days after he has received it, he specifically and voluntarily waives the right to claim or allege that he has not been allowed by Employer or by any circumstances beyond his control to consider this agreement for a full 21 days.

Employee acknowledges and agrees that this Agreement will not become effective and enforceable until after seven days from the date it is signed by him. During that seven-day period, Employee understands and agrees that he may revoke this Agreement (but the Employer may not) by delivering written notice of his revocation to the District's counsel, Jon L. Seitz, at his office. **No payments under this Agreement will be due until all parties have executed the agreement and the revocation period expires.**

Employee acknowledges that he has read this ADEA waiver and that the language and meaning contained in this section are sufficiently clear and that he has understands it.

11. Agreement not admission. This Agreement is a compromise settlement made without either party making any admission against interest.

12. Attorney's Fees. If any suit, action or proceeding is brought to enforce any term or provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and expenses incurred, in addition to any other relief to which such party may be legally entitled.

13. No Assignment. Employee represents and warrants that there has been no assignment or transfer of any claims he has or may have against Employer.

14. Governing Law. This Agreement is made and entered into in the State of Washington, and shall in all respects be interpreted, enforced and governed under the law of said State.

15. Entire Agreement. This Agreement is the only agreement or understanding between the Parties and supersedes and is controlling over any and all prior existing agreements, implied written, or oral, or any other communications between the Parties. All negotiations, commitments, and understanding acceptable to both parties have been incorporated in this Agreement.

16. **Severability.** If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to any person or circumstances other than those as to which it is held invalid or enforceable, shall not be affected thereby.

17. **Expenses.** Each of the Parties shall bear its own costs and expenses, including legal fees, incurred in connection with this Agreement and the transactions contemplated hereby.

18. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and nothing herein expressed or implied shall give, or be construed to give any other person any legal or equitable rights hereunder.

19. **Binding Agreement.** It is expressly understood and agreed by the Parties that this Agreement and all of its terms shall be binding upon each Parties' representatives, heirs, executors, administrators, successors and assigns.

20. **Amendment.** This Agreement can be amended or modified only by a written agreement, signed by all of the Parties hereto.

21. **Captions and Construction.** The titles to the sections of this Agreement are not a part of the Agreement and shall have no effect upon the construction or interpretation of any part herein.

22. **Joint Preparation of Agreement.** Each party has cooperated in the negotiation, draft and preparation of this Agreement. Hence, in any construction to be made of this Agreement the same shall not be construed against any party on the basis that the party was the drafter.

23. **Full Understanding and Voluntary Acceptance**. In entering this Agreement, Employee acknowledges and agrees that he has consulted with attorneys, professional representatives, and/or other advisors as much as he desires before signing this Agreement. Employee acknowledges that he may be waiving rights to which he may otherwise be entitled, and that he has entered into this Agreement freely and voluntarily with full knowledge of its contents.

DATED this 8th day of October, 2024.	**DATED** this 15th day of October, 2024.
EMPLOYEE	**MABTON SCHOOL DISTRICT**
DocuSigned by: Joseph R. Castilleja 017B144D8903422...	
Dr. Joseph R. Castilleja	Wendy Morrow, Board Chair

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EXHIBIT A

To Whom It May Concern,

It am writing this letter of recommendation for Dr. Joseph Castilleja. Joey has been Mabton's superintendent from 2018-2024.

Joey came to us as a brand-new superintendent in 2018. He quickly dug in and got to work, moving the district through a number of issues within several of our programs. His work through all of that led him to be identified as National Superintendent to watch in 2022.

During his tenure he navigated the district through several contract negotiations, McCleary, SEBB, the COVID pandemic, designation as a RAD district, SPED litigation, building construction, budget issues among many other challenges. And he has managed each change with positivity and clear focus on how every decision we make impacts kids. Through it all he has maintained positive relationships with his board.

Joey represents our district in a variety of areas, including his leadership position with WASA, as a board member of our risk pool and a member of Chris Reykdal's Superintendent round table.

At the beginning of his tenure, we were entering a status as a RAD district. Through his leadership and press, we exited RAD status at the end of the 2023-2024 school year. This is because of the press Joey has placed on his administrators. Our kids are not learning and being pressed if our teachers and staff are not learning and being pressed. This is in part due to his background in performance improvement.

It is evident to me that Joey is ready for the next step in his career and this position would be the logical next step.

Sincerely,

Wendy Morrow

Mabton School District Board Chair