

**EMPLOYMENT AGREEMENT BETWEEN ANTONIO CASTRO, SUPERINTENDENT
AND THE VENTURA UNIFIED SCHOOL DISTRICT**

This Employment Contract ("Contract") is by and between ANTONIO CASTRO ("Superintendent") and the Governing Board ("Board") of the VENTURA UNIFIED SCHOOL DISTRICT ("District").

NOW, THEREFORE, Board offers, and Superintendent accepts, employment as District Superintendent.

In consideration of the foregoing and of the terms and conditions set forth herein, Board and Superintendent agree as follows:

Contract Term

1. Board employs Superintendent commencing on August 1, 2022 and ending on June 30, 2026, unless such employment is terminated earlier pursuant to the provisions of the Contract or extended as otherwise provided herein or by law.

Work Year and Hours of Work

2. Superintendent shall render twelve (12) months (224 work days) of full and regular service to District exclusive of vacation days and District-approved holidays. It is understood that the demands of the position of Superintendent may often require more than eight (8) hours a day and/or forty (40) hours per work week. Superintendent is not entitled to receive overtime compensation.

Compensation

3. Superintendent is employed as a full-time employee of District with an annual salary of Two Hundred and Forty-Five Thousand, Five Hundred Dollars (\$245,000). The annual salary shall be payable on the last day of each month in installments of one-twelfth (1/12) of the annual salary for services rendered during the preceding month, with proration for a period of less than a full year of service. The daily rate for the purpose of prorating the annual salary provided for in the Contract shall be \$1,093.75 (\$245,000/224 work days).

4. The annual salary may be increased at the sole discretion of Board. Any increase in salary shall be discussed and approved in open session at a regular Board meeting pursuant to Government Code Section 54956, subdivision (b). A change in salary during the term of the Contract shall not constitute the creation of a new contract or extend the termination date of the Contract. The Board reserves the right to increase Superintendent's salary for any year or portion of a year of this Agreement with the mutual written consent of the Superintendent and the Board. The annual salary for each of the subsequent years of this Agreement shall be reviewed in light of

such factors as the Board's yearly evaluation of the Superintendent's performance, District finances, the state's economy, and bargaining unit settlements.

Effective on and after August 1, 2022, the Superintendent will receive, at a minimum, any across-the-board bonuses, stipends and salary adjustments awarded to certificated management employees. Any adjustments in salary made during the life of this Agreement shall be in the form of a written amendment, shall become a part of this Agreement and shall not automatically operate as either a termination or extension of this Agreement. However, the Board by specific action may extend the term of the existing Agreement.

Fringe Benefits

Medical, Dental and Vision Insurance

5. During his employment under the Contract, Superintendent may select any medical, dental, and vision plan available to other certificated management employees within District. Superintendent shall be responsible for any employee contribution of the plan selected.

Retirement Contribution

6. Superintendent is responsible for his employee share of contributions to CalSTRS. The District shall make the employer's CalSTRS contribution for the Superintendent.

7. District shall contribute up to \$2,000 annually toward the purchase of a term life insurance policy of Superintendent's choice.

Work Related Expenses

Reimbursement for work related expenses

8. District shall reimburse Superintendent for all documented ordinary and necessary expenses, including mileage reimbursement (at current District rates), incurred relative to employment as Superintendent and consistent with Board policies, regulations, and guidelines applicable to other certificated management employees. Superintendent shall not be entitled to mileage reimbursement if a District vehicle is made available for his use.

9. Unless otherwise addressed in the Contract, if the Superintendent seeks to be reimbursed for the cost of traveling outside of the District, such as for attending an out-of-district conference, the Superintendent shall obtain written approval from Board President before incurring the expense.

Professional Dues

10. District shall pay Superintendent's annual dues to the Association of California School Administrators (ACSA) and two other professional organizations upon Board approval.

Technology Devices

11. At its sole discretion, Board shall provide to Superintendent, at District expense, a cell phone and a laptop computer and/or tablet, hereinafter "Technology Devices." District shall pay any costs and expenses associated with owning, licensing, operating and maintaining such Technology Devices. This does not include costs associated with maintaining home internet access. All Technology Devices so provided are the property of District and District shall have the right to control the access to, and use of. Technology Devices through its Board policies, including its technology use policies, personnel policies, and its risk management policies.

12. All District-provided Technology Devices are provided to facilitate performance of Superintendent's duties and obligations as an employee of District, Superintendent may use District-provided Technology Devices for personal use within reasonable limits and in a manner consistent with Board policies, including its technology use policies, personnel policies, and its risk management policies. Superintendent shall not use any Technology Device in any manner that is inconsistent with such policies.

13. When Technology Devices are provided by District, Superintendent shall not conduct District business on devices that are not provided or owned by District.

14. Superintendent hereby waives any and all privacy rights and protections over the content of any Technology Device or other electronic device which is owned or provided by the District. This waiver permits Board or anyone authorized by Board to examine the contents of any such District device without requiring additional permission, including, but not limited to, a separate waiver or a warrant.

Leaves

Illness Leave

15. Superintendent shall accrue illness leave at the same rate as other District certificated management employees and pursuant to the provisions of the California Education Code.

16. Accrued unused illness leave shall not be compensable upon separation.

Vacation

17. Superintendent shall accrue paid vacation at the rate of 22 days annually, exclusive of the paid holidays provided, by law or policy to 12-month certificated management employees. All vacation must be scheduled in advance and approved by Board President, Superintendent shall use at least 10 days of vacation each year. In the event vacation is not taken during the school year in which it was granted, it may only be accumulated to a total of forty (40) days. Upon accruing forty (40) earned and unused vacation days, Superintendent shall not accrue any further vacation days

unless and until the number of accrued days falls below forty (40). In the event of expiration or termination of this Agreement, Superintendent shall be entitled to compensation for unused vacation at the salary rate effective during the last year of the Agreement.

18. Annual vacation is accrued upon commencement of services at the beginning of the term of the Contract. If services for the full Contract year is not performed, Superintendent shall only receive that number of vacation days which is proportional to the number of months of the Contract year served. If Superintendent has taken vacation days in excess of that proportion, Superintendent hereby consents to an offset on his final paychecks representing the amount of the excess vacation days used.

Personal and other leaves

19. Superintendent shall be entitled to all other personal necessity, bereavement, or other leaves provided to District's certificated management employees.

Professional Development

20. If requested by Board President or at Superintendent's option, District shall provide the release time and related expenses for Superintendent to participate in the New Superintendents Seminar Series. If Superintendent participates in this activity, he shall provide a timely report to Board.

21. If requested by Board President or at Superintendent's option, District shall provide the release time and related expenses for Superintendent to participate in the following operations, programs and other activities conducted or sponsored by local, state or national school administrator and/or school board associations. If Superintendent participates in any such activity, he shall provide a timely report to Board:

- Superintendent and the newly formed governance team shall participate in a CSBA Good Beginnings workshop within the first ninety (90) days of the Contract.
- Superintendent and Board shall participate in CSBA's Superintendent Evaluation and Board Self-Evaluation at the end of each year of the Contract to establish/set goals for the coming year.
- Superintendent and a majority of Board may attend CSBA's Annual Education Conference and Trade Show.
- The Executive Assistant to Superintendent may participate in CSBA's Training for Executive Assistants scheduled in conjunction with the Annual Education Conference and Trade Show (or at a regionally scheduled session) in order to enhance their effectiveness in support of the governance team.

- Superintendent may schedule a policy development workshop through CSBA's Policy Services to ensure that Board policies are both relevant and in compliance.

22. Upon written approval of the Board President, and provided that the Board determines it is in the best interest of the District, Superintendent shall receive release time and reimbursement of his actual and necessary expenses for participation in other professional development activities that the Superintendent deems are in the best interests of the District. Professional development activities offered by the Ventura County Office of Education are deemed approved professional activities for purposes of this section.

General Duties

23. Pursuant to Article 3 (commencing with Section 35026) of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code, Superintendent shall be the Chief Executive Officer of District.

24. Superintendent shall perform, at the highest level of competence, all services, duties, and obligations required by (i) the Contract, (ii) applicable laws and regulations, (iii) Board rules, regulations, and policies and as otherwise directed by Board. Superintendent may delegate his duties to a responsible District employee at Superintendent's discretion unless otherwise stated in applicable laws and regulations, found in Board rules, regulations, and policies, or otherwise prohibited by Board.

25. Superintendent shall have primary responsibility for the management of all District affairs. In carrying out his duties, Superintendent shall provide educational leadership to District and make student learning and student success his highest priorities. Superintendent shall endeavor to maintain and improve his professional competence by all available means, including subscription to and reading of appropriate periodicals and membership in appropriate associations.

26. Superintendent shall be responsible for the operations of District, including, but not limited to, the areas of general administration, instruction, human resources, communications, government relations, facilities, and business affairs,

27. For any time period during which at least one district facility is open and Superintendent is unavailable, Superintendent shall appoint a responsible District employee to temporarily fulfill Superintendent's duties and, when doing so, shall notify Board President.

Administrative and Board-Related Duties

28. Superintendent shall establish and maintain positive community, staff, and Board relations.

29. Superintendent shall attend every Board meeting and Board committee meeting unless excused in writing by Board President. This duty may not be delegated unless permitted in writing by Board President.

30. Superintendent shall serve as Secretary to Board and perform the duties as prescribed in Section 35025 of Chapter 1 of Part 21 of Division 3 of Title 2 of the Education Code.
31. Superintendent shall have primary responsibility for the execution of Board policies, although primary responsibility for the formulation of Board policies is retained by Board. Superintendent will review all policies adopted by Board and make appropriate recommendations to Board for addition, deletion, or modification.
32. Superintendent shall be responsible for the development and execution of administrative regulations required or necessary for the implementation of Board policies and shall place any new or modified administrative regulation on the agenda of a Board meeting.
33. As permitted by any applicable law including, but not limited to, the Brown Act, Superintendent shall, in advance of Board meetings, keep all Board members advised of emerging issues that in his professional judgment could have a material impact on Board or District.
34. Superintendent shall serve as liaison to Board with respect to all matters of employer-employee relations and shall make recommendations to Board concerning those matters.
35. Superintendent shall submit financial and budgetary reports to Board and shall advise Board on possible sources of funds to carry out District programs.
36. Annually, Superintendent shall prepare and submit a recommended District budget to Board, with supporting financial information to assist Board in approving a sound budget.
37. Superintendent shall enter into contracts for and on behalf of District, subject to Board approval or ratification as required by law.
38. Superintendent shall have such other duties properly delegated to him by Board policies or by other Board actions.
39. Establish and maintain an effective community relations program and represent the interests of the Board and the District in day-to-day contact and interaction with students, parents, community members and governmental agencies.

Personnel Duties

40. Superintendent may appoint a cabinet of senior District administrators to advise Superintendent and shall evaluate all cabinet members pursuant to their contracts as well as Board policies and regulations.
41. Superintendent shall have primary responsibility for making timely and appropriate recommendations to Board regarding personnel matters, including the employment of personnel and any release, non-reelection, or termination of an employee. Upon request by Superintendent, Board may authorize Superintendent to employ personnel without Board approval.

42. As required by Education Code Section 35035, and subject to the approval of Board, Superintendent is responsible for assigning all District employees employed in positions requiring certification qualifications. He shall also be responsible to periodically evaluate or cause to be evaluated all District employees.

43. Superintendent shall provide leadership and direction in negotiations with all labor groups.

External Relation Duties

44. Superintendent shall represent District before the public, and shall maintain such a program of public relations as may serve to improve understanding and to keep the public informed about District activities, needs, and results. The Board, individually and collectively, will refer promptly all personnel criticisms, complaints, and suggestions called to its attention to the Superintendent for his prompt evaluation and recommendation. It is understood that Superintendent and the Board, individually and collectively will maintain confidentiality of closed session items as required by law and that Superintendent will respond to direction in closed session as prescribed by the Board.

45. Superintendent will act as the primary liaison with the local, state, and federal agencies and elected representatives.

46. Superintendent shall insure a professional and timely district response to all communications from parents, community members and the public.

47. Superintendent is encouraged to attend appropriate local community meetings. Reasonable expenses thereby incurred shall be reimbursed in accordance with Paragraphs 8 and 9 of the Contract.

48. Superintendent shall regularly report to Board on all relevant external relations activities.

Other Duties

Medical Exam

49. In light of the unique nature of the professional duties of Superintendent, Superintendent shall receive, at district expense, a complete medical examination prior to June 15 of each Contract Year. The examination shall be conducted by a licensed physician selected by Superintendent. The written statement which shall be provided to Board shall be limited to the physician's determination of the continued fitness of Superintendent to perform the duties required under the Contract, with or without reasonable accommodations. The statement shall otherwise be confidential. Nothing in this provision precludes Board from directing Superintendent to submit to a fitness for duty exam at any time, or as otherwise permitted by law.

Driver's License

50. Superintendent is required to maintain a valid California Driver's License and have a vehicle available at all times to perform the duties of the position.

51. Superintendent shall carry out all lawful activities as directed by Board from time to time.

Evaluation

52. Board shall evaluate Superintendent in each year, utilizing the process set forth in Paragraphs 53 through 60, inclusive. However, if circumstances arise affecting the ability of the Board and Superintendent to meet any of the stated deadlines referenced in Paragraphs 53 to 60 inclusive, the Board President and Superintendent may adjust the dates by mutual consent. Such mutual consent shall be in writing and signed by the Board President and Superintendent.

53. Prior to September 1 of each year, Board shall meet to establish Superintendent's performance goals and objectives for that school year based on the duties and responsibilities set forth in the Contract, Board's strategic planning priorities and any other criteria chosen by Board. These goals and objectives shall be reduced into writing and, at Board discretion, may include input provided by Superintendent.

54. Prior to October 1 of each year, Board shall, in writing, provide Superintendent with the evaluation instrument that Board will use to assess Superintendent's performance based on the goals and objectives established pursuant to Paragraph 53. The evaluation instrument shall include an overall job performance rating of "Exceeds Expectations," "Satisfactory," "Needs Improvement," and "Unsatisfactory." In addition, during the 2022-23 and 2023-24 school years, the Superintendent may request an informal midyear feedback conference with the Board President. The Superintendent and Board President will meet during the months of December or January to discuss the Superintendent's performance.

55. Prior to April 1 of each year, Superintendent shall remind Board in writing of Board's evaluation obligations under the Contract, and Superintendent and Board shall agree on dates for Superintendent's evaluation and the other steps of the evaluation process as described herein.

56. Prior to May 31 of each year, Superintendent shall provide Board with an annual report regarding the state of the District and may also make a presentation based on the report at a regularly scheduled Board meeting.

57. Prior to June 1 of each year, Superintendent shall present Board with a written self-evaluation. The self-evaluation shall mirror the form of the written evaluation instrument.

58. Prior to June 30 of each year, and after receiving Superintendent's state of the District report and self-evaluation, each of the following shall occur;

- Each Board member shall individually complete the evaluation instrument;

- The Board will devote a portion of at least one (1) meeting to a discussion and evaluation of Superintendent's performance, including the working relationship between Superintendent and Board.
- The Board President shall be responsible for utilizing the individual Board member evaluations and Board discussion to prepare a single, evaluative document that communicates Board's collective feedback and expectations.

59. The evaluation of Superintendent by Board will be in writing and placed in a sealed envelope in Superintendent's personnel file marked as follows: "Confidential. Only to be opened upon authorization of Board." A copy of the evaluation will be provided to Superintendent.

60. Failure of Board to complete the evaluation process does not constitute a material breach of the Contract and shall not result in the amendment or extension of the Contract. Failure of Board to evaluate Superintendent shall not preclude Board from giving notice of termination or nonrenewal in accordance with Paragraphs 63 through 74, inclusive.

Contract Renewal or Extension

61. There shall be no renewal or extension of the Contract except as provided by Education Code section 35031 and in paragraph 63 below. Should Board desire Superintendent to continue as Superintendent beyond the term of the Contract, the Parties shall negotiate and execute a new contract.

Contract Non-Renewal

Notice

62. Should Board determine that it does not wish to negotiate and execute a new contract at the end of the term of the Contract, Board shall give written notice of the decision to Superintendent, at least ninety (90) days prior to the end of the Contract, as required pursuant to Education Code Section 35031. The Parties expressly agree to waive the term of the automatic renewal provision established in Education Code Section 35031. Rather, if Board fails to provide timely notice of non-renewal, the Contract shall automatically be renewed on the same terms but only for a period of one year.

Superintendent's Duty to Notify Board

63. Between one-hundred and twenty (120) and one hundred and fifty (150) days to the end of the Contract, Superintendent shall, in writing, remind each Board member of Board's obligation to give written notice pursuant to Paragraph 62. Failure by Superintendent to provide notice to Board shall invalidate the notice requirement under Paragraph 62 and shall operate as a waiver of the automatic renewal provision in Education Code Section 35031 and in Paragraph 62.

Termination for Cause

64. Notwithstanding any other provision of the Contract, Superintendent may be terminated for cause prior to the expiration of the Contract, for any of the following:

- Failure by Superintendent to possess or maintain a valid California Administrative Credential
- Suspension or revocation of Superintendent's California Administrative Credential
- Neglect of Duty
- Physical or mental inability of Superintendent to perform his duties
- Material breach of the Contract
- Superintendent interviews for any other position during the term of the Contract and he fails to notify Board President within three days of the interview
- Any other legally permissible reason

65. Any other legally permissible reason includes, but is not limited to, conduct that is seriously detrimental to District. Conduct that is seriously detrimental to District includes, by way of illustration and not limitation, failure of good behavior, either during or outside of duty hours, which is of such a nature that it causes discredit to District, unprofessional conduct, or incompetence. Superintendent acknowledges that he is District's most visible representative and is required to maintain higher standards of personal conduct than any other employee. In order to represent District with integrity and high ethical standards, Superintendent shall avoid professional or personal situations that might reflect negatively on Superintendent, District, or Board.

66. Prior to terminating Superintendent for cause, Board shall give Superintendent ten (10) days written notice of its intention to terminate him for cause. Such written notice shall include a statement of the specific acts or omissions which give rise to the proposed action. No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with Board to be heard by way of explanation, defense, or a showing that the specific acts or omissions have been corrected. This opportunity to be heard shall be provided within ten (10) calendar days after Superintendent is served the notice of Board's intention. This meeting with Board is not an evidentiary hearing. The Parties are expected to provide each other with a reasonable, complete explanation of their positions and either party may be accompanied by an attorney. Superintendent's right to meet with Board shall be exclusive of any right to any other hearing otherwise required by law.

67. Any decision to terminate Superintendent for cause shall be effective upon the date determined by Board, except that such date shall not be sooner than ten (10) calendar days after the notice of termination is given to Superintendent. In the event that Superintendent is terminated for cause, all rights and obligations of the Parties under the Contract shall be deemed fully satisfied on the effective date of the termination and Superintendent shall not be entitled to any further

benefit under the Contract including, but not limited to, the benefits described in Paragraphs 5 through 15, inclusive.

68. A determination as to whether cause exists to terminate Superintendent shall always be at the sole discretion of Board.

Termination without Cause

69. Notwithstanding any other provision of the Contract, Board shall have the sole right to terminate Superintendent without cause at any time before its normal expiration. If Board terminates Superintendent without cause before its normal expiration, it shall pay to Superintendent, conditioned on Superintendent's signing of a General Release Agreement, the equivalent of his base salary provided under the Contract for either twelve (12) months or the number of months remaining on the Contract, whichever is less. A sample General Release Agreement is attached to this Agreement as Attachment "A."

70. The compensation set forth in Paragraph 69 shall be the only compensation of any kind which shall be due to Superintendent if Superintendent is terminated without cause by Board.

Abuse of Office

71. In accordance with the requirements of AB 1344, in the event this Agreement is terminated, any cash settlement paid to the Superintendent related to such termination shall be fully reimbursed to the District in the event the Superintendent is convicted of a crime involving an abuse of office or position as described in Government Code section 53243.4. In addition, any funds paid for salary during a paid administrative leave pending an investigation into, or funds paid for criminal defense of, charges of abuse of office or position shall be fully reimbursed to the District in the event the Superintendent is convicted of such crime. Any such required reimbursement shall be made within thirty (30) days of conviction, regardless of any appeal, and may be deducted from future wages, settlements, or payments owed to the Superintendent. Nothing contained herein shall preclude other means of obtaining reimbursement.

Termination by Mutual Consent

72. Notwithstanding any other provision of the Contract, Board and Superintendent may, by mutual consent, terminate the Contract before its expiration.

73. If the Contract is terminated under Paragraph 72, there shall be no compensation, payment or buy-out, unless mutually agreed upon.

Termination by Death

74. The Contract shall terminate immediately upon the death of Superintendent and all rights and obligations of the Parties under the Contract shall be deemed fully satisfied.

Liability for Taxes

75. Notwithstanding any other provision of the Contract, District shall not be liable (except in cases of District errors or omissions) for any state or federal tax consequences to Superintendent, any designated beneficiary hereunder, or the heirs, administrators, executors, successors, and assigns of Superintendent. Superintendent shall assume sole liability for any state or federal tax consequences of the Contract or any related contract and agrees to indemnify and hold District harmless from such tax consequences.

Superintendent Indemnification

76. District shall include Superintendent as a named insured in its liability and errors and omissions insurance policies.

77. District shall, to the full extent permitted by law, defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against him in his personal capacity or in his official capacity as an agent and/or employee of District, provided that the incident arose while Superintendent was acting on matters related to his employment with District.

78. In no event will any individual Board member be personally liable for indemnifying Superintendent.

General Provisions

Full and Complete Contract

79. The Contract is the full and complete contract between the Parties, It can be changed or modified only in writing signed by Superintendent and Board President or designee after Board approval.

Entire Contract

80. The Contract contains the entire understanding between the Parties, There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in the Contract. The Contract is intended by the Parties to be the sole instrument governing the relationship between the Parties unless a provision of law, now or hereinafter enacted, is specifically applicable to the Contract or to the relationship between Board and Superintendent.

Applicable Laws

81. Except as modified pursuant to Paragraphs 64, 65 and 74 or by another express term of the Contract, the Contract is subject to all applicable laws of the State of California, the rules and regulations of the State Board of Education, and Board rules, regulations, and policies. These laws, rules, regulations, and policies referenced herein are a part of the terms and conditions of the Contract as though fully set forth herein.

Construction

82. The Contract will be liberally construed to effectuate the intention of the Parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of the Contract, it is understood and agreed that the Parties have participated equally or have had equal opportunity to participate in the drafting hereof and no such contract term shall be construed or resolved against either party based on any rule of construction.

Delivery of Notices

83. All notices permitted or required under the Contract shall be given to Superintendent at the following address:

Antonio Castro
475 Charles Street
Moorpark, CA 93021

84. Such notices shall be deemed received when personally delivered or when deposited in the U.S. Mail. However, actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

Headings

85. The headings of sections of the Contract have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of the Contract.

Attorney's Fees

86. In the event of any action or proceeding to enforce or construe any of the provisions of the Contract, Superintendent and Board shall each bear the cost of their own attorney's fees and costs regardless of the outcome of the action or proceeding.

Severability

87. If any portion of the Contract is declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of the Contract,

Governing Law and Venue

88. The Contract, and the rights and obligations of the Parties, shall be governed by and construed in accordance with the laws of the State of California. The Parties also agree that in the event of litigation, venue shall be the proper state or federal court serving Ventura County, State of California.

No Assignment

89. Superintendent may not assign or transfer any rights granted or obligations assumed in the Contract.

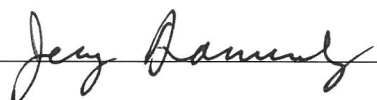
Conflict with Board Policies

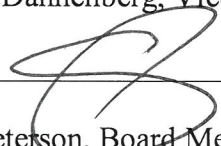
90. In the event of a conflict between the terms of the Contract, or any amendments thereto, and the terms of Board-adopted policies, the terms of the Contract shall prevail.

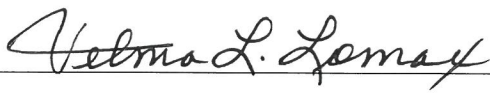
IN WITNESS, we affix our signatures to the Contract as the full and complete understanding of the relationships between the parties.

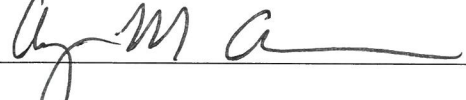
GOVERNING BOARD THE VENTURA UNIFIED SCHOOL DISTRICT:

By: 
— Sabrena Rodriguez, Board President

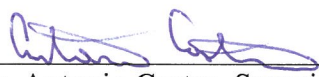
By: 
— Dr. Jerry Dannenberg, Vice President

By: 
— Calvin Peterson, Board Member

By: 
— Velma Lomax, Board Member

By: 
— Amy Callahan, Board Member

I, Antonio Castro, accept Board's offer of employment and agree to comply with the Contract and fulfill all of the duties required herein as Superintendent of the Ventura Unified School District.


Dr. Antonio Castro, Superintendent

June 29, 2022
Date

ATTACHMENT "A"
GENERAL RELEASE AGREEMENT

This GENERAL RELEASE Separation Agreement and General Release of All Claims ("**GENERAL RELEASE AGREEMENT**") is made between ANTONIO CASTRO ("**EMPLOYEE**"), and VENTURA UNIFIED SCHOOL DISTRICT ("**EMPLOYER**"),

RECITALS

A. On or about June 28, 2022, **EMPLOYEE** and **EMPLOYER** entered into an Employment Agreement which governed the terms of **EMPLOYEE**'s employment with **EMPLOYER** (the "**AGREEMENT**");

B. Under the terms of the **AGREEMENT**, **EMPLOYER** and **EMPLOYEE** mutually agreed that **EMPLOYEE**'s employment with the **EMPLOYER** could be terminated without cause. **EMPLOYER** agreed to pay **EMPLOYEE** severance following his termination without cause from employment on the condition of **EMPLOYEE**'s execution of this **GENERAL RELEASE AGREEMENT**.

C. In order to avoid the substantial expense and inconvenience of further administrative procedures and/or litigation, to facilitate **EMPLOYEE**'S transition from employment, and to fully and finally settle all differences that may exist between them, the parties have reached the mutual decision to end their employment relationship on the terms and conditions outlined the **AGREEMENT** and the terms set forth in this **GENERAL RELEASE AGREEMENT**.

THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

1. Payment. In accordance with the terms of the **AGREEMENT**, in connection with the separation of **EMPLOYEE**'s employment, **EMPLOYER** shall issue the following payments:

a. A. **EMPLOYEE** shall receive a severance payment of _____[INSERTE AMOUNT]_____ subject to appropriate withholding as described in paragraph 1.B of this **GENERAL RELEASE AGREEMENT**.

b. **EMPLOYER** will transmit these amounts to **EMPLOYEE** within ten (10) calendar days after the Effective Date of **GENERAL RELEASE AGREEMENT**.

2. Withholding: **EMPLOYEE** acknowledges and understands that the payments made by **EMPLOYER**, as described in Paragraph 1.A above, represents compensation and that, therefore **EMPLOYER** will withhold from the gross amount of this payment, all taxes and other appropriate deductions that it would normally withhold from the earnings of **EMPLOYEE**, and that **EMPLOYER** will report the gross amounts of this payment to governmental agencies as earnings of the individual to whom the payment is made.

3. Mutual General Release of All Claims. **EMPLOYEE** unconditionally, irrevocably and absolutely releases and discharges the **EMPLOYER** as well as any other present or former employees, officers, agents, attorneys, affiliates, successors, assigns and all other representatives of **EMPLOYER** (collectively, "**RELEASEES**"), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs), liabilities and demands of whatsoever kind and character that **EMPLOYEE** may now or hereafter have against **RELEASEES** arising from **EMPLOYEE**'s employment with and separation from employment with **EMPLOYER**, including all incidents or events occurring on or before the **EFFECTIVE DATE** of this **GENERAL RELEASE AGREEMENT**, and these claims shall collectively be referred to hereafter as "**EMPLOYEE'S RELEASED CLAIMS**." To the extent permitted by law, this release is intended to be interpreted broadly to apply to all transactions and occurrences between **EMPLOYEE** and any of the **RELEASEES**, including but not limited to any and all claims related to **EMPLOYEE**'s employment and separation from employment with **EMPLOYER**, including the employment conditions, and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected. **EMPLOYEE'S RELEASED CLAIMS** include, without limitation, any claims under the laws of contract or tort, the common law, the state or federal Constitution, any state or federal statutes (including, without limitation, the California Fair Employment and Housing Act, the California Civil Code, the California Government Code, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Health and Safety Code section 1278.5, and Government Code section 8547), any policy of **EMPLOYER**. **EMPLOYEE'S RELEASED CLAIMS** include all claims for physical or psychological injuries, illness, damage or death, and all claims for attorneys' fees, costs, and expenses. Notwithstanding the foregoing, **EMPLOYEE'S RELEASED CLAIMS** shall not include any other claims that cannot lawfully be waived or released by private agreement, including any and all vested rights through the date of her separation as well as any rights she has related to her accrued sick time under any benefit plan.

EMPLOYER unconditionally, irrevocably and absolutely release and discharge the **EMPLOYEE**, as well as **EMPLOYEE'S** agents, attorneys, affiliates, successors, assigns and all other representatives of **EMPLOYEE** (collectively, "**EMPLOYEE'S RELEASED PARTIES**"), from any and all causes of action, judgments, liens, indebtedness, damages, losses, claims (including attorneys' fees and costs), liabilities and demands of whatsoever kind and character that **EMPLOYER** may now or hereafter have against the **EMPLOYEE** arising from incidents or events occurring on or before the **EFFECTIVE DATE** of this **AGREEMENT**, and these claims shall collectively be referred to hereafter as "**EMPLOYER'S RELEASED CLAIMS**." To the extent permitted by law, this release is intended to be interpreted broadly to apply to all transactions and occurrences between **EMPLOYEE** and any of **RELEASEES**, including but not limited to any and all claims related to **EMPLOYEE's** employment with **EMPLOYER**, including the employment conditions, and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected. Notwithstanding the foregoing, **EMPLOYER'S RELEASED CLAIMS** shall not include any other claims that cannot lawfully be waived or released by private agreement.

4. Unknown or Different Facts or Law. **EMPLOYER** and **EMPLOYEE** acknowledges that they may discover facts or law different from, or in addition to, the facts or law they know or believe to exist with respect to a released claim. **EMPLOYEE** and **EMPLOYER** agree, nonetheless, that this **GENERAL RELEASE AGREEMENT** and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.

5. California Civil Code Section 1542 Waiver. **EMPLOYER** and **EMPLOYEE** expressly acknowledge and agree that the releases contained in this **GENERAL RELEASE AGREEMENT** include a waiver of all rights under Section 1542 of the California Civil Code. This statute reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

EMPLOYER and **EMPLOYEE** acknowledge that they have read all of this **GENERAL RELEASE AGREEMENT**, including the above Civil Code section, and that they fully understand both the **GENERAL RELEASE AGREEMENT** and the Civil Code section. **EMPLOYER** and **EMPLOYEE** waive any benefits and rights granted to them pursuant to Civil Code section 1542.

6. No Prior Assignments or Liens. **EMPLOYEE** represents and warrants that **EMPLOYEE** has not assigned to any other person or entity any of the **EMPLOYEE'S RELEASED CLAIMS**. **EMPLOYEE** agrees to defend, indemnify and hold **EMPLOYER** harmless from any liability, losses, claims, damages, costs or expenses, including reasonable attorneys' fees, arising out of a breach of the representations and warranties contained in this paragraph.

7. No Admissions. By entering into this **GENERAL RELEASE AGREEMENT**, neither **EMPLOYER**, nor any of the other **RELEASEES** admit that they have engaged in, or are now engaging in, any unlawful conduct or employment practice. It is understood and agreed that this **GENERAL RELEASE AGREEMENT** is not an admission of liability, and that **EMPLOYER** and the other **RELEASEES** specifically deny liability and intend merely to avoid further litigation and expense by entering into this **GENERAL RELEASE AGREEMENT**. The parties agree that it is their mutual intention that neither this **GENERAL RELEASE AGREEMENT** nor any terms hereof shall be admissible in any other or future proceedings against **EMPLOYER**, or any of the other **RELEASEES**, except a proceeding to enforce this **GENERAL RELEASE AGREEMENT**.

8. Covenant Not to Sue. **EMPLOYEE** agrees, to the fullest extent permitted by law, that **EMPLOYEE** will not initiate or file a lawsuit or internal proceeding to assert any **EMPLOYEE'S RELEASED CLAIMS**. If any such action is brought, this **GENERAL RELEASE AGREEMENT** will constitute an Affirmative Defense thereto, and **EMPLOYER** and any other **RELEASEES** named in such action shall be entitled to recover reasonable costs and attorneys' fees incurred in defending against any **EMPLOYEE'S RELEASED CLAIMS**.

Nothing in this **GENERAL RELEASE AGREEMENT** shall affect the rights and responsibilities of the U.S. Equal Employment Opportunity Commission ("EEOC") or the California Department of Fair Employment and Housing ("DFEH") to enforce Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment and Housing Act, as amended, or any other applicable law. Nor shall anything in this **GENERAL RELEASE AGREEMENT** be construed as a basis for interfering with **EMPLOYEE's** protected right to file a charge with, or participate in an investigation or proceeding conducted by, the EEOC or any other state, federal or local government entity. Notwithstanding the foregoing, if the EEOC or any other state, federal or local government entity commences a lawful investigation or issues a complaint on **EMPLOYEE's** behalf, **EMPLOYEE** specifically waives and releases **EMPLOYEE'S** right, if any, to recover any monetary or other benefits of any sort whatsoever in connection with that investigation or administrative proceeding.

9. Acknowledgment of Payment of Compensation/Benefits. **EMPLOYEE** acknowledges and affirms that **EMPLOYEE** has been paid and/or has received any and all wages, benefits and compensation to which **EMPLOYEE** is entitled as a result of **EMPLOYEE'S** employment with **EMPLOYER**, including but not limited to, accrued but unused vacation time through the date of separation from employment.

10. COBRA Rights. **EMPLOYER** will provide to **EMPLOYEE**, prior to separation and under separate cover, information regarding any COBRA health insurance continuation and retirement benefits, and to the continuation of life and disability insurance. To the extent that **EMPLOYEE** has such rights, nothing in this **GENERAL RELEASE AGREEMENT** will impair those rights.

11. Confidentiality Provision. The parties and their attorneys agree that they will not voluntarily release this **GENERAL RELEASE AGREEMENT** to third parties or to otherwise disclose its contents publicly except under the following circumstances: (a) **EMPLOYER** receives a request and determines it is required by law to release the document to the person or entity submitting the request; (b) either party is required to disclose the **GENERAL RELEASE AGREEMENT** pursuant to a subpoena issued by a competent authority or an order issued by a court or tribunal of competent jurisdiction; or (c) **EMPLOYER** determines that disclosure is necessary for the **EMPLOYER** to defend itself in a judicial action or administrative proceeding (either internal or external). Nothing in this provision shall preclude the parties from sharing a copy of this **GENERAL RELEASE AGREEMENT** or disclosing its contents to (a) their accountants or attorneys, (b) in the case of **EMPLOYER**, its officers, agents or employees with a need to know in order to perform their duties, and (c) in the case of **EMPLOYEE**, **EMPLOYEE'S** domestic partner or spouse. **EMPLOYEE** agrees that, in response to any inquiry regarding her employment and separation or this **GENERAL RELEASE AGREEMENT**, **EMPLOYEE** will limit the response to "The matter has been resolved to everyone's satisfaction."

12. Older Workers Benefit Protection Act. It is the intention of the parties that the releases contained in this **GENERAL RELEASE AGREEMENT** comply with the provisions of the Older Workers Benefit Protection Act (29 U.S.C. § 626(f)) and thereby effectuate the release by **EMPLOYEE** of any potential claims under the federal Age Discrimination in Employment Act ("ADEA"). Accordingly, **EMPLOYEE** agrees as follows: (i) **EMPLOYEE** has carefully reviewed the this **GENERAL RELEASE AGREEMENT**, and understands the terms and conditions it contains; (ii) **EMPLOYEE** has been advised of the right to consult any attorney or representative of **EMPLOYEE'S** choosing to review this **GENERAL RELEASE AGREEMENT**; (iii) **EMPLOYEE** is receiving consideration that is above and beyond anything of value to which **EMPLOYEE** is already entitled; (iv) **EMPLOYEE** does not waive right or claims that may arise after

the date on which **EMPLOYEE** executes this **GENERAL RELEASE AGREEMENT**; (v) **EMPLOYEE** has had twenty-one (21) days to consider whether to agree to the terms and conditions set forth in this **GENERAL RELEASE AGREEMENT**. **EMPLOYEE** may sign this **GENERAL RELEASE AGREEMENT** sooner, but in doing so, **EMPLOYEE** acknowledges that the decision to sign was **EMPLOYEE'S** alone and, as a result, **EMPLOYEE** has voluntarily waived the balance of the 21-day review period.

13. Seven-Day Revocation Period and Effective Date. **EMPLOYEE** shall have seven (7) days after executing this **GENERAL RELEASE AGREEMENT** to reconsider and revoke the release of ADEA claims under this **GENERAL RELEASE AGREEMENT**. Any such revocation must be in writing and delivered to _____[insert name and contact information]_____ no later than the seventh (7th) day following **EMPLOYEE'S** execution of this **GENERAL RELEASE AGREEMENT**. This **GENERAL RELEASE AGREEMENT** shall not become effective or enforceable until the seven-day revocation period has expired, or until the date of the last signature on this **GENERAL RELEASE AGREEMENT**, whichever is later ("**GENERAL RELEASE AGREEMENT EFFECTIVE DATE**"). If **EMPLOYEE** revokes the release of ADEA claims under this **GENERAL RELEASE AGREEMENT**, **EMPLOYER** will have the option to: (a) continue to accept the **GENERAL RELEASE AGREEMENT**, accepting that there is no release of ADEA claims, or (b) revoke, cancel, nullify, or rescind the entire **GENERAL RELEASE AGREEMENT**, and in such case, the **GENERAL RELEASE AGREEMENT** shall not be effective or enforceable, **EMPLOYEE** will not receive the consideration described herein, and **EMPLOYEE** agrees that the statute of limitations has not been tolled or precluded under any theory (including, but not limited to, equitable tolling, equitable estoppel, equitable excuse, the continuing violations theory, the delayed discovery rule) for any reason, including the fact that the parties engaged in settlement negotiations.

14. California Law. This **GENERAL RELEASE AGREEMENT** is made and entered into in the State of California and shall in all respects be interpreted and enforced in accordance with California law, without regard to conflicts of laws provisions. The parties agree that any action to enforce any term of this **GENERAL RELEASE AGREEMENT** shall be filed in the Superior Court, County of Ventura. Accordingly, the parties also agree to submit to the jurisdiction of the State of California for any action to enforce any term of this **GENERAL RELEASE AGREEMENT**.

15. Severability. Should it be determined by a court that any term of this **GENERAL RELEASE AGREEMENT** is unenforceable, that term shall be deemed to be deleted. However, the validity and enforceability of the remaining terms shall not be affected by the deletion of the unenforceable terms.

16. Modifications. This **GENERAL RELEASE AGREEMENT** may be amended only by a written instrument executed by all parties hereto.

17. Cooperation. The parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this **GENERAL RELEASE AGREEMENT**.

18. Interpretation; Construction. The headings set forth in this **GENERAL RELEASE AGREEMENT** are for convenience only and shall not be used in interpreting this **GENERAL RELEASE AGREEMENT**. **EMPLOYEE** acknowledges that **EMPLOYEE** has had an opportunity to review and discuss each term of this **GENERAL RELEASE AGREEMENT** with legal counsel and, therefore, the normal rule of construction, which is that any ambiguities in the document are resolved against the drafting party, shall not be employed in the interpretation of this **GENERAL RELEASE AGREEMENT**.

19. Entire Agreement. The parties to this **GENERAL RELEASE AGREEMENT** declare and represent that no promise, inducement or agreement not herein discussed has been made between the parties and that the **AGREEMENT AND GENERAL RELEASE AGREEMENT** contains the entire expression of agreement between the parties on the subjects addressed herein.

20. Binding Effect. This **GENERAL RELEASE AGREEMENT** shall bind the heirs, personal representatives, successors, and assigns of each party, and it shall inure to the benefit of each party and their respective heirs, successors, and assigns.

21. Counterparts. This **GENERAL RELEASE AGREEMENT** may be executed in counterparts. The execution of a signature page of this **GENERAL RELEASE AGREEMENT** shall constitute the execution of the **GENERAL RELEASE AGREEMENT**, and the **GENERAL RELEASE AGREEMENT** shall be binding on each party upon that party's signing of such a counterpart. The signing of a facsimile or .pdf copy shall have the same force and effect as the signing of an original, and a facsimile or .pdf signature shall be deemed an original and valid signature.

22. Advice of Counsel. The parties declare and represent that they are executing this **GENERAL RELEASE AGREEMENT** with full advice from their respective legal counsel, that they intend that this **GENERAL RELEASE AGREEMENT** shall be complete and shall not be subject to any claim of mistake, that the releases herein express a full and complete release and that, regardless of the adequacy or inadequacy of the consideration, each intends the releases herein to be final and complete. Each party executes this release with the full knowledge that this release covers all possible claims to the fullest extent permitted by law.

PLEASE READ CAREFULLY. THIS GENERAL RELEASE AGREEMENT
INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

**WHEREFORE, THE PARTIES HAVE VOLUNTARILY EXECUTED THIS
AGREEMENT ON THE DATES SHOWN BELOW.**

Dated: _____, 20__

ANTONIO CASTRO

By: _____
Dr. Antonio Castro

Dated: _____, 20__

VENTURA UNIFIED SCHOOL DISTRICT

By: _____
Ventura Unified School District