

RESIGNATION AND RELEASE AGREEMENT

This Resignation and Release Agreement by and between David Vasquez ("Employee") and the Wenatchee School District (the "District") is entered into in consideration of the mutual undertakings set forth herein.

1. Resignation. Employee agrees to irrevocably resign his position and the District agrees to accept his resignation, effective August 31, 2025. Employee understands that the District will immediately rely on Employee's resignation as it makes personnel decisions, including for the 2024-25 school year. Employee agrees that he is not interested in working for the District and that he will not apply for nor will the District hire him for any position in the District after the 2024-2025 school year.

2. Leave. Employee will remain on paid administrative leave until the resignation date.

3. Compensation. Employee will receive all regular compensation (pay and benefits) until the resignation date including the ability to cash out eligible leave according to the WEA/WSD Collective Bargaining Agreement, District policy and state law.

4. Restrictions to District staff, student, and property. Employee agrees he will not contact District staff or students related to their roles as employees or students of the District without prior permission from the District's Superintendent or designee. Employee further agrees to refrain from entering District property and/or attending any District-related events without prior permission from the District's Superintendent or designee. This provision is in effect through August 31, 2025.

5. Release of Claims. Employee, on behalf of himself and his estate, heirs, assigns, or others who may assert claims for him or on his behalf, releases and forever discharges the District and the District's Board of Directors, Superintendent, agents, insurers, attorneys, representatives, and employees (the "Released Parties"), from any and all rights, claims, charges, grievances, demands, industrial insurance claims, and damages of any kind, known or unknown, suspected or unsuspected, whether based upon tort, contract, a collective bargaining agreement, or any statute or regulation, based upon or arising from Employee's employment or association with the District. Employee also releases and waives any right to receive any remedies from any administrative or other governmental agency for any claims, complaints, or actions related to the District. The District agrees to release the Employee from all claims related to his employment in the District, including any claims for the overpayment of wages, or any other applicable laws, regulations, or policies.

6. Non-admission. This Agreement shall not be construed as an admission by the either party of this Agreement and any such liability by either party is expressly denied.

7. Reporting Obligations. The parties acknowledge that the District may not waive or forego its reporting obligations under Washington law (e.g., WAC 181-86-110) related to Employee's professional certification.

8. Workers' Compensation. Employee declares that he is unaware of any physical, mental or emotional condition for which he might make a claim for workers' compensation benefits and expressly states that he will not make such a claim.

9. Breach and Enforcement. Any dispute, controversy, or claim arising out of or in connection with or relating to this Agreement, or any breach or alleged breach thereof, will be subject to binding arbitration. However, nothing herein is intended to supersede, waive, or diminish in any way Employee's right to a statutory hearing under RCW 28A.405.310, if applicable, which right continues to, and includes, up to the date of resignation.

10. Severability. It is understood and agreed that if any of the provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall nevertheless continue to be valid and enforceable.

11. Governing Law. This Agreement and any and all matters arising hereunder shall be governed by and construed under and in accordance with the laws of the State of Washington. Nothing in this Agreement otherwise prohibits Employee from disclosing or discussing conduct, as defined by Chapter 49.44 RCW that Employee reasonably believes, under federal, state, or common law, constitutes a violation of a clear mandate of public policy, a wage or hour infraction, or constitutes discrimination, harassment, or retaliation.

12. Counterparts. This Agreement may be executed in multiple counterparts and all such counterparts shall collectively constitute this one Agreement.

13. Costs and Expenses. Each party shall bear its own costs and expenses for any matter between them up to the date of the full execution of this Agreement.

14. Final and Complete Agreement. This Agreement contains the entire agreement between the parties hereto, and the terms of this Agreement are contractual and not mere recitals. In executing this Agreement, Employee acknowledges that he has entered into this Agreement of his own free will, and that no promises or representations have been made to him by any person other than the express terms set forth herein. Captions and paragraph headings used in this Agreement are for convenience only and are not part of this Agreement and shall not be used in construing it. The terms, conditions, and other provisions of this Agreement have been negotiated between the parties. No presumptions shall arise as a result of this Agreement that this Agreement was prepared by one party or the other.

15. Older Workers' Benefits Protection Act Provisions. In accordance with the Requirements of the Older Workers' Benefits Protection Act, Employee expressly acknowledges the following:

15.1 He is hereby advised by the District to consult with an attorney prior to accepting this Agreement.

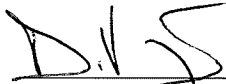
15.2 He understands that he has twenty-one (21) days from the time in which he is first presented with this Agreement to consider whether or not to accept it. He also understands that, while it is his right to decide to accept, enter into, and execute the Agreement before the end of that twenty-one (21) day period, he is under no obligation to do so. He also understands that by returning the signed Agreement prior to the end of the review period he has voluntarily waived all or a portion of that period.

15.3 Employee also understands that for a period of seven (7) days following the execution of this Agreement, he may revoke the Agreement in writing. Any such written revocation should be delivered to District Superintendent before the seven (7) day period expires. Employee further understands that if he does not revoke the Agreement in

writing within the seven (7) day period, this Agreement will be enforceable seven days after the date of acceptance. Accordingly, Employee and the District agree that nopayment of benefits, services, or compensation promised under this Agreement shall be delivered until the seven (7) day revocation period has lapsed, except that he will continue to be on paid administrative leave until his resignation date, and the District agrees to pay Employee his regular salary, less lawful withholding, through that date.

16. Legal Advice. Employee and the District each declare that they are signing this Agreement after having the opportunity to have an attorney review the Agreement and receive legal advice concerning its terms. Either party may decide not to have their attorney review the Agreement; this is left to the discretion of the parties.

PLEASE READ CAREFULLY. THIS IS A VOLUNTARY RESIGNATION AND RELEASE AGREEMENT THAT INCLUDES RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS, AS WELL AS YOUR RIGHT TO REVIEW WITH COUNSEL.



David Vasquez, Employee

Date: 2/25/25

Kory Kalahar, Superintendent

Date: _____

