

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into between Joseph I. Castro, Ph.D. M.P.P. ("Dr. Castro") and the Board of Trustees of the California State University ("CSU"). Collectively, Dr. Castro and CSU are referred to as the "Parties."

The Parties have agreed that Dr. Castro's resignation was accepted by the CSU and his duties as chancellor ended on February 17, 2022.

Settlement Terms

1. Dr. Castro voluntarily resigned from the position of Chancellor, effective February 17, 2022, and his salary as Chancellor ended on that date. Dr. Castro has delivered to CSU a signed letter of resignation, which is attached hereto as **Exhibit A**. Dr. Castro acknowledges and agrees that his resignation is irrevocable.
2. CSU has accepted the voluntary resignation of Dr. Castro.
3. Effective February 18, 2022, Dr. Castro will enter the CSU Executive Transition Program for one year as stated in his appointment letter dated September 21, 2020. The terms and conditions of the Executive Transition Program are detailed in the letter attached as **Exhibit B**.
4. CSU will continue to provide Dr. Castro's housing allowance as set forth in his September 21, 2020 appointment letter for a period of six months with the last allowance being paid in August 2022.
5. If Dr. Castro relocates from Long Beach to assume a faculty position at Cal Poly San Luis Obispo, the CSU will reimburse Dr. Castro for his actual moving expenses up to an amount not exceeding the amount he was reimbursed for his move from Fresno to Long Beach.
6. Dr. Castro agrees to voluntarily participate and fully cooperate in any and all investigations, depositions, hearings, trials or other legal or administrative proceedings related to his role as Chancellor of CSU or as President of Fresno State University.
7. Dr. Castro agrees to complete a Form 700, Statement of Economic Interest leaving office statement by March 18, 2022.
8. Dr. Castro has not relied on any representations as to the tax consequences of this Agreement. If any taxing authority determines that any part of the settlement is taxable, Dr. Castro will be solely responsible for those taxes. Dr. Castro will indemnify and hold harmless CSU, and all of its representatives, from any liability to any taxing authority and from claims made in any administrative or judicial action to collect taxes from CSU related to the payments made under this Agreement. If a proceeding is instituted against CSU regarding tax liability related to the payments made under this Agreement, CSU will give Dr. Castro notice of the proceedings at his last known address, and Dr. Castro will be obligated to defend and indemnify CSU.
9. Dr. Castro understands and acknowledges that the consideration provided for in this Agreement is in full and complete settlement of all claims of any kind, whether known or unknown, actual or potential, which Dr. Castro may have against CSU in connection with his employment (including as president of Fresno State University),

working conditions, voluntary resignation, and any other conduct of the Parties occurring prior to and up to the date of this Agreement.

10. Dr. Castro hereby waives and fully releases and forever discharges The State of California, the Trustees of the California State University, Fresno State University, and all officers, employees, representatives, volunteers and agents of the California State University from any and all claims, causes of action, complaints, 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, occurring prior to the date of the execution of this Agreement, which he may have against CSU, by reason of or arising out of or concerning his employment with CSU. Dr. Castro acknowledges that his release of claims specifically includes, but is not limited to, all claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. section 2000 et seq.; the Age Discrimination in Employment Act, 29 U.S.C. section 621 et seq. ("ADEA"); the Federal Civil Rights Statutes, 42 U.S.C. sections 1981, 1982, 1983, 1985 and 1986; the Americans with Disabilities Act; the Equal Pay Act; the California Fair Employment and Housing Act, California Government Code section 12940 et seq.; the Family and Medical Leave Act; the California Labor Code; and the Unruh Civil Rights Act, based upon events occurring prior to and up to the date of the execution of this Agreement. In so doing, Dr. Castro 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 that the creditor or releasing party does not know or suspect to exist in his or his favor at the time of executing the release and that, if known by him or his, would have materially affected his or his settlement with the debtor or released party.

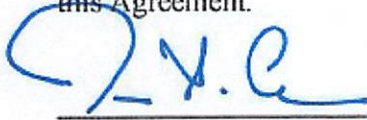
11. This settlement is a compromise of disputed claims and is not an admission by any Party of any liability. The Parties specifically deny any wrongdoing of any kind whatsoever and enter into this Agreement to resolve all disputes and claims between the Parties and to avoid the expense, inconvenience and uncertainty of continued proceedings.

12. Dr. Castro acknowledges that he enters into this Settlement Agreement and Release freely and voluntarily, and after full opportunity for deliberation and consultation with his attorney about the matters contained herein.

13. 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. Any amendment to this Agreement must be in writing signed by all parties.

14. This Agreement shall be interpreted under the laws of the State of California.
15. The parties shall bear their own costs, expenses, and attorney's fees.
16. This Agreement may be signed in counterparts.

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



Joseph I. Castro

Date: 2/23, 2022

Approved as to form:

By: _____
Bill Seki, Esq.
Seki, Nishimura, & Watase LLP

Date: _____, 2022.

Board of Trustees of the
CALIFORNIA STATE UNIVERSITY

By: _____
Evelyn Nazario
Vice Chancellor, Human Resources

Date: _____, 2022.

Approved as to form:

By: _____
G. Andrew Jones
Executive Vice Chancellor
and General Counsel

Date: _____, 2022.

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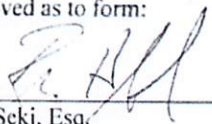
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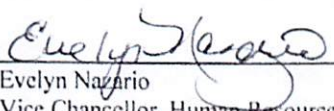
By signing below, the parties witness their agreement to all the terms and conditions of this Agreement.

_____ Date: _____, 2022
Joseph I. Castro

Approved as to form:

By:  _____ Date: Feb. 23, 2022.
Bill Seki, Esq.
Seki, Nishimura, & Watase LLP

Board of Trustees of the
CALIFORNIA STATE UNIVERSITY

By:  _____ Date: Feb. 28, 2022.
Evelyn Nazario
Vice Chancellor, Human Resources

Approved as to form:

By:  _____ Date: Feb. 28, 2022.
G. Andrew Jones
Executive Vice Chancellor
and General Counsel

EXHIBIT A

February 17, 2022

Evelyn Nazario
Vice Chancellor for Human Resources
California State University
401 Golden Shore
Long Beach, California 90802

RE: Resignation

Vice Chancellor Nazario:

I hereby resign my position as Chancellor of California State University, effective at the close of business on February 17, 2022.



Joseph I. Castro

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February 22, 2022

Dr. Joseph I. Castro
810 North Ranch Drive
Long Beach, California 90815

Dear Joe:

This letter will memorialize our agreement regarding your participation in the Executive Transition Program (RUF 11-06-06) following your resignation from the position of Chancellor of the California State University effective close of business on February 17, 2022.

Effective with the commencement of your executive transition program on February 18, 2022, you will be reassigned into the Management Personnel Plan (MPP). For administrative reasons, you will be classified as advisor to the board (MPP class code 3325) and your annual salary will be \$401,364 (a monthly rate of \$33,447). The salary during the transition period is paid by the Chancellor's Office on behalf of the Trustees and is calculated at the mid-point between your final salary as chancellor and the maximum of the salary range for a full professor, 12-month. Your transition program will end on February 17, 2023.

All unused vacation earned during your executive appointment as chancellor will be paid out based upon your salary rate in effect as chancellor prior to reassignment in the MPP. Additionally, any vacation earned during your transition period will be paid at the MPP salary rate in effect. Sick leave and other benefits will be provided in accord with the provisions of the Management Personnel Plan. Your current auto allowance will be discontinued on the date of separation from your appointment as chancellor.

During your transition period your assigned duties shall include preparing for your return to a teaching position and being available to the board and system executives on matters pertaining to the CSU.

Following the transition year, you have retreat rights at Cal Poly San Luis Obispo where you hold the appointment of tenured professor of Leadership and Public Policy in the area of Management, Human Resources and Information Systems within the Orfalea College of Business. If you choose to exercise those rights, you must inform the campus in a timely fashion, and they will be responsible for all costs associated with the appointment in future year(s). If you seek to move your retreat rights for a faculty appointment to another CSU campus, you will

Dr. Joseph I. Castro
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need to negotiate that directly with the campus interested in securing your appointment. The funding for any such appointment will be the responsibility of the host institution.

Regarding the possibility of engaging in FERP, you first need to be reassigned to a faculty position prior to going into the FERP to be eligible. FERP participation commences at the beginning of the campus academic year, and the period of employment during each campus academic year is determined by the president and specified in an appointment letter to you. The period of employment may be one academic term (not to exceed 90 workdays), or fifty percent of the employee's regular time-base in the year preceding retirement. A participant may be granted a reduction in time-base, and such reduction shall continue for the duration of the FERP appointment. This is handled on the campus so you will need to let the president and provost know to ensure you will be considered appropriately for a teaching appointment.

Well in advance of the time of your intent to retire from the CSU, you should contact CalPERS in order to arrange for your retirement benefits.

If you have any questions regarding matters in this correspondence, please contact Evelyn Nazario, Vice Chancellor for Human Resources, at enazario@calstate.edu or (949) 751-9216. She is also the person this MPP position reports to for administrative purposes.

Joe, thank you for your continued efforts on behalf of the California State University in this transition period and best wishes in your future endeavors.

Sincerely,



Lillian Kimbell
Chair

c: CSU Board of Trustees
Evelyn Nazario, Vice Chancellor for Human Resources
Joan Torne, Associate Vice Chancellor & Chief of Staff, Human Resources