

SANTA FE INDEPENDENT SCHOOL DISTRICT (SFISD)
VOLUNTARY EARLY RESIGNATION NOTIFICATION INCENTIVE PROGRAM
RELEASE AND WAIVER AGREEMENT

This RELEASE AND WAIVER AGREEMENT (hereinafter, "Agreement") is entered into between SANTA FE INDEPENDENT SCHOOL DISTRICT (hereinafter, the "District" or "SFISD") and _____ (hereinafter, the "Employee").

The parties to this Agreement acknowledge that the District, by approval of the Santa Fe Independent School District Board of Trustees, has received authorization to implement a Voluntary Early Resignation Notification Incentive Program (hereinafter, the "Program").

Therefore, in accordance with the Program guidelines, the Employee and the District agree as follows:

1. Employee acknowledges that Employee has received a copy of the Santa Fe ISD Voluntary Early Resignation Notification Incentive Program memorandum.
2. Employee hereby certifies that Employee has been provided, upon request, any necessary Program information and notice in accordance with the Age Discrimination and Employment Act (ADEA) and the Older Workers Benefit Protection Act (OWBPA) and its implementing regulations, 29 C.F.R. § 1625.22, including eligibility factors, applicable time limits, job titles and ages of all individuals who are eligible for the Program and job titles and ages of all individuals who are not eligible for the Program.
3. Employee hereby acknowledges that Employee has been given at least forty-five (45) days within which to consider whether to sign this Agreement.
4. Employee agrees Employee has voluntarily executed and given the District this Agreement, which will become irrevocable seven (7) calendar days following the execution of this Agreement. Employee understands and agrees that Employee may revoke the Agreement, in writing, within seven (7) calendar days following the date of signing. Such revocation shall not be valid or effective unless personally delivered or sent by mail and post marked no later than the seventh day after signing the Agreement. Any such revocation must be directed to SFISD Human Resource Services, Assistant Superintendent, Ms. Jenny Davenport, 4133 Warpath, Santa Fe, Texas, 77510, and must state, "I hereby revoke the Voluntary Early Resignation Notification Incentive Program Release and Waiver."
5. Employee shall terminate his/her existing employment relationship with the District on the last date of the Employee's 2023-2024 duty calendar. Employee must remain continuously employed, in good standing, through the last day of Employee's 2023-2024 duty calendar. Failure to remain in good standing through the last day of Employee's 2023-2024 duty calendar results in cancellation of this Agreement.
6. Employee understands and agrees that to remain in good standing, Employee is subject to all policies, rules, regulations and procedures during the remaining period of Employee's employment with the District (including policies, rules, regulations, and procedures regarding absences). Failure to comply may also result in disciplinary action up to and including termination of employment. Employee further understands and agrees that upon separation, Employee is still subject to all rules, regulations and procedures regarding Employee's separation from District employment, including, but not limited to: return of all District property; payment of any debts or expenses owed to the District; payment of appropriate withholding of such

amounts as determined necessary to fulfill any federal, state or local wage or compensation withholding requirements. Employees who participate in the Program and sign this Agreement are not eligible for employment in SFISD except as a substitute teacher for one year from July 1, 2024.

7. Provided the conditions set forth in this Agreement are met and provided Employee does not revoke this Agreement pursuant to Paragraph 4, above, the District will provide Employee a single lump sum payment on July 10, 2024, determined pursuant to the percentages set forth below. Payment will be determined according to the total amount of Employee's annual salary. Stipend pay will not be considered as part of an employee's annual salary and will not be included in the incentive pay calculation. The specific percentage of annual salary paid to eligible employees will be based on the employee's years of TRS creditable service in Texas public schools as verified by the Teacher Retirement System of Texas at the end of the 2023-2024 school year, as set forth below:
 - a. 1 – 5 years = 1%
 - b. 6 – 10 years = 3%
 - c. 11 – 15 years = 5%
 - d. 16 – 20 years = 7%
 - e. 20+ years = 10%
8. Employee understands that to participate in the Program, Employee must provide: (1) this signed and notarized Agreement; (2) signed Program memo copy; and (3) a copy, directly from TRS, of Employee's TRS creditable years of service in Texas public schools. All such materials must be provided no later than close of business (4:00 p.m.) on January 31, 2024, to SFISD Human Resource Services, Assistant Superintendent, Ms. Jenny Davenport, 4133 Warpath, Santa Fe, Texas, 77510.
9. Employee acknowledges that the payment by the District of the money pursuant to this Agreement constitutes adequate consideration for the rights and claims Employee is waiving under this Agreement and for the obligations imposed on Employee by virtue of this Agreement.
10. Employee agrees that Employee is responsible for any financial and/or tax planning related to his or her participation in the Program including but not limited to matters related to the Texas Teacher Retirement System, if any. Employee acknowledges that money received under this Agreement is not considered creditable compensation.
11. The Parties agree that neither this Agreement nor the furnishing of any consideration under this Agreement shall be construed as an admission of any liability or unlawful conduct.
12. Employee waives any right to file or prosecute any legal, equitable, or administrative action (including a grievance) against SFISD and/or any of its current and/or former employees, members of the Board of Trustees, officials, agents, or representatives in any court or administrative agency, federal or state, or in any other forum, relating to Employee's employment, separation from employment, and/or the validity of this Agreement. Employee does not, however, waive any rights that cannot be waived by applicable law, including the right to file a charge with or participate in an investigation conducted by government agencies. To the extent Employee retains the legal right to file or pursue an administrative action, Employee agrees that Employee waives the right to recover any monetary relief or other individual damages in connection with such action relating to any act and/or omission relating to Employee's employment, separation from employment, and/or the validity of this Agreement.

13. Employee, his (her) heirs, assigns, guardians, administrators, agents, attorneys, representatives, and all others in privity with Employee, or who may claim under Employee by way of derivative claim, assignment or otherwise, agrees to RELEASE, ACQUIT, DISCLAIM, RENOUNCE and forever DISCHARGE Santa Fe Independent School District (“SFISD”), its current and former predecessors, successors, trustees, principals, officers, employees, agents, servants, attorneys, representatives, insurers and any and all other persons acting on behalf of SFISD (“SFISD’s Affiliates”) from any and all past or present claims, demands, losses, actions or causes of action, of any kind or character whatsoever, including but not limited to claims for past, present, and future mental anguish and emotional distress, and future pecuniary and non-pecuniary losses, and attorneys’ fees and expenses that Employee has, might have or ever had, known or unknown at this time, including but not limited to rights and claims under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, the Texas Labor Code, the Americans with Disabilities Act, the Age Discrimination in Employment Act and any other state or federal statutory or common law claims arising out of or otherwise related to Employee’s employment with SFISD and/or the separation of Employee’s employment with SFISD. Employee represents that Employee has not instituted any legal proceedings of any kind with any state or federal court against SFISD or SFISD’s Affiliates arising out of or otherwise related to Employee’s employment with SFISD and/or the separation of Employee’s employment with SFISD, and agrees not to institute any legal proceedings of any kind with any state or federal court against SFISD or SFISD’s Affiliates arising out of or otherwise related to Employee’s employment with SFISD and/or the separation of Employee’s employment with SFISD.
14. Employee hereby acknowledges that Employee knowingly and voluntarily enters into this Agreement with the purpose of waiving and releasing any claims under the Age Discrimination in Employment Act (“ADEA”), and as such, Employee acknowledges and agrees that: (i) this agreement is worded in an understandable way; (ii) any rights or claims arising under the ADEA are waived; (iii) claims under the ADEA that may arise after the date of this Agreement are not waived; (iv) the rights and claims waived in this Agreement are in exchange for additional consideration over and above anything to which Employee was already undisputedly entitled; and (v) Employee has been advised to consult with an attorney prior to executing this Agreement, and has had sufficient time and opportunity to do so. Employee acknowledges that Employee has forty-five (45) days from the date Employee received the Agreement to make a decision to accept the benefits and sign this Agreement or to reject the benefits and not sign this Agreement. Employee has seven (7) days after signing this Agreement to revoke this Agreement. Employee understands that in signing this Agreement all claims covered by this Agreement that Employee has or may have up to the date of this Agreement are released to the fullest extent permitted by law.
15. The District shall pay Employee the benefits set forth in Program which is attached hereto and made a part hereof as if fully set forth in this Agreement.
16. Employee understands that the Program and the benefits to be paid by the District under this Program are in no way an early retirement incentive program for retirement under the Teacher Retirement System of Texas.
17. This Agreement constitutes the complete understanding between the District and Employee. This Agreement shall be construed and enforced in accordance with and pursuant to the laws of the State of Texas. The parties agree that, if any provision of this Agreement is held to be unenforceable or invalid, such portion shall be stricken and the remaining provisions shall be

enforceable. Mandatory and exclusive venue for any dispute arising out of this Agreement shall be a court of competent jurisdiction in Galveston County, Texas.

- 18. The parties may not alter or amend this Agreement except by agreement in writing signed by all parties to this Agreement.
- 19. Employee acknowledges that Employee has carefully read and fully understands all of the provisions of this Agreement. Employee further agrees and understands that Employee has entered into this Agreement based on Employee's own knowledge and judgment and of Employee's own free choice. Employee understands that Employee is waiving rights or claims only in exchange for the consideration identified above, and that this consideration is in addition to anything else of value to which Employee is already entitled. Employee represents that Employee has not acted in reliance on any representation, advice, or other action of any other party except as specifically set forth and provided herein.
- 20. Employee acknowledges that the District advises the Employee to consult with an attorney prior to signing this Agreement.
- 21. Employee acknowledges and agrees that Employee has not been coerced in any way to enter into this Agreement by SFISD, SFISD's Affiliates or any other person or entity, and that Employee executes this Agreement freely and voluntarily.

I FULLY AND COMPLETELY UNDERSTAND THE MEANING AND EFFECTS OF THIS LEGALLY BINDING AGREEMENT. I SIGN IT VOLUNTARILY. BY SIGNING THIS AGREEMENT, I FULLY AGREE TO BE BOUND BY ALL OF ITS TERMS. I UNDERSTAND THAT THIS AGREEMENT INCLUDES THE RELEASE OF ALL CLAIMS.

Santa Fe Independent School District:

Employee:

District Superintendent

Employee

Date

Date

THE STATE OF TEXAS §

COUNTY OF GALVESTON §

This instrument was acknowledged before me on the _____ day of _____, 202____, by the Employee.

Notary Public Signature

My commission Expires: _____