

**Agreement for Early Resignation Notice Incentive Pay
2023-2024**

Employee Name	Employee ID
<i>To be completed by NISD</i> Date Received: Time Received: Letter of Resignation Attached: ___ Yes ___ No Received By:	

This Agreement for Early Resignation Notice Incentive Pay (“Agreement”) is entered into between the Northwest Independent School District (“District”) and the undersigned employee (“Employee”), effective on the date signed and dated by the Superintendent.

A. Agreements and Consideration

By signing this Agreement, the Employee and the District agree:

1. The Employee submits his or her voluntary resignation as an attachment to this Agreement. This Agreement and the resignation are submitted in person to the District’s Human Resources Office on or before 4:30 p.m. on March 7, 2024, with all required documentation, and in compliance with District requirements.
2. The Employee’s resignation is effective on the last duty day for the 2023-2024 contract term. The Employee will perform all duties for the 2023-2024 contract term and will work through the last day of the contract term.
3. This resignation is submitted in advance of the penalty-free resignation date provided by Texas Education Code §§ 21.105, 21.160, and 21.210. This early resignation provides the District with additional time to plan for staffing for the 2024-25 school year.
4. The District will pay the Employee a one-time Incentive Payment of \$500.00 (Five Hundred and No/100 Dollars) in the Employee’s final paycheck for 2023-24. The Incentive Payment will be subject to all legally required reductions, including but not limited to income tax.
5. Subject to the terms of this Agreement, all District obligations to the Employee, financial or otherwise, will cease at the end of the contract term.

B. Warranties and Assurances

1. The consideration described in this Agreement is given in exchange for the parties entering into the Agreement. This consideration is not something to which the parties are otherwise entitled, and the parties agree the consideration is adequate.

2. The Employee makes the following assurances:
 - a. I am a professional employee of the District in good standing, employed under a contract.
 - b. My resignation is voluntary and unconditional.
 - c. I may not rescind the resignation after the District accepts it and it becomes final.
 - d. I have carefully read this Agreement, and I fully understand it. I have had an opportunity to consult with an attorney before signing this Agreement.

3. The District makes the following assurances:
 - a. Work is available for the Employee.
 - b. The Employee’s resignation is voluntary.

C. Release and Waivers

1. **General Release.** The Employee unconditionally releases the District from any and all claims relating to the Employee’s employment with the District, including but not limited to claims pursuant to any federal, state, or local employment laws, statutes, public policies, orders or regulations, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act, and the Americans with Disabilities Act.

2. **Release of ADEA Claims.** The Employee releases the District from any and all claims relating to the Employee’s employment with the District under the Age Discrimination in Employment Act (“ADEA”) and agrees as follows: I acknowledge that I am knowingly and voluntarily waiving and releasing any rights I have under the ADEA. I have been advised that:
 - (a) My waiver and release do not apply to any rights or claims that arise after the date I sign this Agreement.
 - (b) I should consult with an attorney prior to signing this Agreement (although I may choose voluntarily not to do so).
 - (c) I have 21 days to consider this Agreement (although I may choose voluntarily to sign it sooner).
 - (d) I have 7 days after the date I sign this Agreement to revoke this Agreement in writing.
 - (e) This Agreement will not be effective until the date upon which the revocation period has expired, which will be the eighth day after I sign this Agreement, provided I do not revoke it.

Agreed:

Employee

Employee Signature _____

Printed Name _____

Job Title _____

Campus _____

Personal Email _____

Date _____

Northwest Independent School District

_____ Date _____

Dr. Mark Foust, Superintendent