

VOLUNTARY RETIREMENT AGREEMENT AND RELEASE

THE STATE OF TEXAS §
 § KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THIS VOLUNTARY RETIREMENT AGREEMENT AND RELEASE ("Agreement") is made by and between the LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT ("District" or "Lake Travis ISD"), a political subdivision of the State of Texas, acting by and through its Board of Trustees ("Board" or "Trustees") and PAUL NORTON ("Norton"). This Agreement is the final Superintendent Contractual agreement between the District and Norton and, except as otherwise set forth herein, it controls contractual employment relationship between the parties hereto after the date of the Agreement.

WHEREAS, Norton is currently employed as Superintendent by the District under a Superintendent's Employment Contract originally executed on July 8, 2020, and later amended to establish a term ending on December 31, 2026 ("Contract"); and

WHEREAS, Norton has indicated his intent to voluntarily resign/retire from the District and the Board of Trustees hereby indicates its intent to accept Norton's resignation/retirement; and

W I T N E S S E T H:

NOW THEREFORE, in consideration of the recitals, terms, conditions and mutual covenants herein, the parties hereto do hereby agree as follows:

1. By his signature below, Norton does hereby voluntarily submit his resignation/retirement from the District and the Trustees hereby accept Norton's resignation effective upon execution of this Agreement by the parties following approval of the Board of Trustees ("Resignation Date"). Norton's resignation letter shall be submitted to the Trustees at the Board meeting of February 7, 2025, and the Board will take action at that meeting to accept his resignation. A copy of the resignation letter is attached hereto as Exhibit 1. Notwithstanding

anything to the contrary herein, Norton shall be paid his full salary and benefits pursuant to the terms of the Contract through February 1, 2025.

2. In addition, for and in consideration of Norton's promises in this Agreement, the sufficiency of which the District acknowledges, the District shall pay Norton, as set forth below, the sum of ONE HUNDRED FIFTY-EIGHT THOUSAND NINETY-EIGHT AND 80/100 DOLLARS (\$158,098.80) ("Total Severance Payment"). The Total Severance Payment shall be paid and distributed as follows: On or before February 21, 2025, ONE HUNDRED FIFTY-EIGHT THOUSAND NINETY-EIGHT AND 80/100 DOLLARS (\$158,098.80) shall be paid jointly to Norton and Cory Hartsfield, P.C., and delivered to the law offices of Cory Hartsfield, P.C., 1701 W. Northwest HWY, Suite 100, Grapevine, Texas 76051. The District shall withhold applicable state and federal deductions from this portion of the Total Severance Payment but shall not withhold any payments to the Teachers Retirement System from the Total Severance Payment.

3. In accordance with Section 3.5 of Norton's Contract, Lake Travis ISD agrees to pay Norton a lump sum equal SIXTY THOUSAND TWO HUNDRED FIFTY-FIVE AND 32/100 DOLLARS (\$60,255.32), representing payment for all earned, but unused, personal leave days and vacation days at Norton's current daily rate of pay ("Total Leave Payment"). The above-described Total Leave Payment shall be paid by check made payable to Paul Norton on or before February 21, 2025. The District shall withhold applicable state and federal deductions from this portion of the Total Leave Payment but shall not withhold any payments to the Teachers Retirement System from the Total Leave Payment.

4. In accordance with Section 3.13 of the Contract, the District shall contribute to a Supplemental Retirement Plan for the benefit of Norton, on or before the Resignation Date, the amount required by Section 3.13 for the 2025 year. In accordance with Section 3.13 of the Contract, Norton is 100% vested in such accounts and the value therein.

5. The District makes no representations or warranties regarding the tax consequences of this Agreement, and Norton is advised to consult with a tax professional regarding these matters.

6. At an agreed date but no later than 5:00 p.m., February 21, 2025, Norton agrees to return to the District all keys, credit cards, technology, student records, official records of the District, if any and, other property, if any, of the District in his possession as related to his employment with the District. By this same date, Norton also agrees to remove his personal effects and property from the Superintendent's office. Norton agrees to reasonably cooperate with the District regarding the provision of any information system passwords or other business operating information known only to Norton.

7. If the District fails to make the payments set forth in this Agreement in a timely manner and in the manner set forth herein, Norton shall be entitled to recover from the District any and all reasonable costs, expenses, and attorney's fees incurred by Norton to enforce the provisions of this Agreement in addition to any other relief Norton shall be entitled to recover.

8. After the Resignation Date, Norton agrees to reasonably cooperate with the District in any matters related to his employment, including but not limited to providing information or assistance in connection with legal proceedings, audits, investigations, or other administrative matters arising from any acts or events alleged to have occurred during the term of Norton's employment with the District, at no additional expense to the District other than reimbursement to Norton for his documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Norton by virtue of his taking time off from his then current employment to assist the District at its request. If Norton is not employed, the District shall compensate Norton at his daily rate of pay, calculated by dividing his most recent salary under the Contract by 224. Requests for assistance from Norton with respect to such matters shall be made through the

President of the Board, any successor superintendent, and legal counsel for the District, and the amount to be reimbursed to Norton shall be mutually understood and agreed in advance. Norton's availability and consultation, under the terms and conditions of this Section 8, will be subject to any request for consultation not unreasonably interfering with Norton's then-current employment. Such cooperation shall be provided upon reasonable notice and at mutually agreeable times.

9. If any, the District and Norton do hereby agree to be responsible for and pay for each of their respective attorneys' fees incurred in connection with the negotiation of this Agreement.


10. *Expressly as part of the consideration of this Agreement, Norton does hereby, and for his heirs, executors, administrators, successors and assigns, totally and completely, fully and finally, RELEASE, ACQUIT and FOREVER DISCHARGE the District and its , attorneys, agents and representatives, the Board and each and every Trustee (both individually and in the Trustee's official capacity), and employees only for acts within the course and scope of the employee's employment, past and current, of and from any and all claims, actions, causes of action, demands, rights, damages (including, but not limited to, consequential damages), costs, attorney's fees, expenses and compensation whatsoever, known or unknown, which Norton had, has, or which may hereafter accrue on account of or in any way growing or arising out of Norton's employment relationship with the District and/or relationship with the District's Board and/or each and every Trustee (both individually and in the Trustees' official capacities), agents, representatives, and employees limited to acts within the course and scope of the employee's employment, (both past and present) through the date of this Agreement. This release shall be effective upon the full and complete performance of the Board and the District with the terms and conditions contained in this Agreement. Without in any way limiting the scope of this release, Norton intends to release any claims for any rights which Norton may have under any federal or state constitution, laws,*


rules, regulations, or public policy. Such constitutions, laws, rules or regulations include, but again are not limited to, the United States Constitution, the Constitution of the State of Texas, 42 U.S.C. §1983, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Title IX of the Education Amendments of 1972, Section 504 of the Vocational Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, the Texas Workers Compensation Act, the Texas Commission on Human Rights Act, the Texas Labor Code, the Family and Medical Leave Act of 1993, the Older Workers Benefits Protection Act, and any further or other federal or state discrimination laws, employment laws or workers compensation or benefit laws, as now or hereafter enacted. Norton acknowledges he has not assigned, sold, conveyed or otherwise transferred any claim released in this Agreement.


The District and the Board and each and every Trustee (both individually and in the Trustees' official capacity) likewise totally and completely, fully and finally, RELEASE, ACQUIT and FOREVER DISCHARGE Norton, his attorneys and agents, of and from any and all claims, actions, causes of action, demands, rights, damages (including, but not limited to, consequential damages), costs, attorneys' fees, expenses and compensation whatsoever, of any kind or character, known or unknown, which the District and/or Board had, has, or which may hereafter accrue on account of or in any way growing or arising out of Norton's employment relationship with the District and/or relationship with the Board and/or each and every one of the Trustees past and present excluding, however, those claims or any causes of action where it is determined that Norton committed a criminal act, official misconduct, or committed a willful and wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard. The District acknowledges that it has not assigned, sold, conveyed, or otherwise transferred any claim released by this Agreement.


11. **Release of ADEA Claims:** Norton, by initials below, knowingly and voluntarily, unconditionally, and forever releases, acquits, and discharges District of and from any and all claims and from any and all damages arising from claims related to Norton's employment with District, known or unknown up to and including the date of execution of this Agreement under the Age Discrimination in Employment Act ("ADEA") as follows:


(PLEASE INITIAL)


 Norton understands the terms of this Agreement, specifically that the terms include a release of claims of age discrimination under the ADEA.

 Norton releases all claims arising up to, and including, the date of execution of this Agreement.

 Norton acknowledges receipt of valuable consideration, greater than anything Norton is currently entitled to, in exchange for his release in this Agreement.

 Norton has been advised to consult with an attorney before signing this Agreement.

 Norton has been advised and understands that he has at least 21 days to consider this Agreement and Norton waives this 21-day period.

 Norton has been notified that he has 7 days in which to revoke this Agreement after it is signed.

12. To the extent permitted by applicable law, including but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District shall indemnify and defend and hold harmless the Superintendent in accordance with Section 2.6 of the Contract. The District's obligation to indemnify, defend, and hold harmless the Superintendent will survive the termination of the Contract and shall continue after Norton's resignation/retirement for qualifying acts or failures to act occurring during the term of Norton's employment by the District.

13. Norton expressly covenants and agrees not to sue or participate, unless required by court order, in any federal or state judicial or state administrative proceeding against the District or its Board, Trustees (in the Trustee's official or individual capacities), officers, , representatives, agents, attorneys, or employees for acts within the course and scope of the employee's employment

with the District, on the basis of claims released by Norton pursuant to the Agreement related to or concerning his employment by the District or the Board's actions regarding his employment by the District.

The District, Board and Trustees expressly covenant and agree not to sue or participate, unless required by court order or legal mandate/requirement in any federal or state judicial or administrative proceeding against Norton, his agents or attorneys, related to or concerning his employment with the District. Furthermore, the District and Board covenant and agree not to raise, prosecute, or participate in any grievance, complaint, or other claim against Norton, and will take such action or actions as may be necessary or required to withdraw or dismiss with prejudice any such grievance, complaint, or claim raised by the District, excluding, however, those claims or any causes of action where it is alleged that Norton committed a criminal act, official misconduct, or committed a willful and wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard. "Administrative proceeding," as used in this Agreement, includes, by way of example, but not by way of limitation, any hearing or appeal before the District's Board of Trustees, or before the State Board for Educator Certification, or before the State Board of Education, or before the Texas Education Agency under the Texas Education Code.

Nothing herein prohibits Norton or the Board from seeking to enforce the terms of this Agreement.

14. The Board, District and Norton agree and understand that this Agreement supersedes any and all prior oral or written agreements, arrangements, employment contracts, or understandings between the parties and terminates all rights of both parties relating to the Contract by and between Norton and the District concerning service as Superintendent of the District, except

as set forth in this Agreement. The release includes all contractual rights, liberty rights, constitutional rights, statutory rights, and any other rights or claims.

15. The Agreement constitutes the entirety of the understanding between all the parties hereto. The Agreement shall be binding upon all the parties hereto, their respective heirs, executors, administrators, successors and assigns.

16. The Agreement is hereby deemed performable entirely in Travis County, Texas, and shall be governed, construed and enforced in accordance with and subject to the laws of the State of Texas. Mandatory and exclusive venue for any lawsuit or adjudicative proceeding brought by either party to the contract shall be in Travis County, Texas.

17. The Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which shall constitute one document. All the parties hereto further agree that they shall execute any and all documents necessary to affect the intent and purposes of the Agreement. The Agreement may be modified or terminated only in writing, executed by all the parties hereto. For purposes of this Agreement, facsimile or email-PDF or electronic signatures are treated as original signatures.

18. The President of the Board of Trustees has been authorized to execute the Agreement/Contract on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on February 7, 2025.

19. **Norton has a period of 21 days within which to consider this Agreement. Norton may execute (sign) this Agreement before the expiration of that 21-day period but is not required to do so. For a period of 7 days following his execution of this Agreement, Norton may revoke this Agreement. This Agreement shall not become effective or enforceable until the revocation period has expired.**


20. The Parties hereby represent and certify that each of them (i) has carefully read all of this Agreement; (ii) understands its provisions; (iii) has been advised to consult with an attorney of his/its choice before signing this Agreement; (iv) has not been influenced to sign this Agreement by any statement or representation by the other party that is not contained in this Agreement; and (v) enters into this Agreement knowingly and voluntarily.

21. The Parties acknowledge that the District is a governmental body under Chapter 552 of the Texas Government Code and thereby acknowledges that information that is collected, assembled, or maintained in connection with the transaction of official business by a governmental body is considered public information potentially subject to disclosure pursuant to a valid Public Information Act ("PIA") request. However, the Board and District acknowledge that Norton's Confidential Information (including, but not limited to, information involving Norton's privacy or property interests including a case under Section 552.101, 552.110, 552.1101, 552.114, 552.131 552.143, and Texas Education Code §21.355 related to documents evaluating his employment/performance as an administrator) is confidential and excepted from disclosure by District under the Public Information Act pursuant to Chapter 552 of the Texas Government Code, Subchapter C. The District agrees to decline to release the information for the purpose of requesting an attorney general decision and notify Norton in accordance with the notice requirements of Section 552.305 for any PIA requests that seek disclosure of potentially Confidential Information of Norton and /or information concerning Norton's privacy or property interests.


22. The Parties acknowledge and agree that nothing in this Agreement shall be construed as an admission of any liability for any claim in connection with Norton's employment with the District.

AGREED AND ACCEPTED:

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

By: 
Erin Archer, Board President
as authorized by the Lake Travis ISD Board of Trustees

Date: 2/7/25

By: 
Paul Norton
Superintendent of Schools

Date: 02 / 07 / 2025

EXHIBIT 1
Resignation Letter

February 1, 2025

Ms. Erin Archer, President
Board of Trustees
Lake Travis Independent School District

Dear Ms. Erin Archer:

Subject to and in accordance with the Voluntary Retirement Agreement between the District and me to which this letter is attached, I hereby submit my resignation/retirement as an employee and as Superintendent of the Lake Travis Independent School District, to be effective 11:59 p.m. February 1, 2025.

My resignation as the Superintendent and an employee of the Lake Travis Independent School District is tendered, subject to, and in accordance with, the terms, conditions and provisions of that certain Voluntary Retirement Agreement between the Lake Travis Independent School District and me effective the 1st day of February, 2025. My resignation/retirement is expressly conditioned on approval and execution of that certain Voluntary Retirement Agreement between the Lake Travis Independent School District and me. Without the Board's approval and execution of the Voluntary Retirement Agreement, this resignation is of no effect.

Our time in Lake Travis ISD has been an incredible opportunity and journey. From dealing with the social emotional and academic impact of COVID, masking mandates, VATRE election and multiple bond elections totaling over \$752 million, many positive things have occurred with continuous opportunities for growth and improvement moving forward. The incredible support from the community as we implemented a new strategic planning initiative for the first time in the district since 2005, implemented our Diversity Awareness Committee and starting the police department prior to it being required. Also seeing the academic growth with record numbers of student success on AP scores, middle school robotics, incredible growth in the area of fine arts including 5 consecutive trips to the state marching contest.

However, the best memories are the relations with the teachers, staff, parents and community members. Transitioning to the district during COVID was difficult because my family and I were not awarded the opportunity for a traditional welcome and meet-and-greet with the community. We were able to do that with great work through the district committees and community presentations. Two specific areas I'm very proud of are the Superintendent Listening Tours as well as implementing the student voice into our district committees.

I wish Lake Travis ISD nothing but the best. It has been an honor to serve the staff, parents, community and especially the students of Lake Travis ISD.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul Norton', written in a cursive style.

Paul Norton, Superintendent