SEVERANCE AGREEMENT
AND RELEASE OF ALL CLAIMS

1. This Severance Agreement and Release of All Claims ("Agreement") is made and entered into by and between <<School Name>> ("Employer") and <<Employee Name>> ("Employee"). Employer and Employee are each a "Party" to this Agreement and are collectively referred to as the "Parties."

2. The Parties voluntarily execute this Agreement with the express intention of settling disputes and controversies between them, extinguishing, as outlined below, claims, causes of action, damages, and any other liability of any kind whatsoever arising out of Employee's employment with Employer or any other events which occurred prior to the date of complete execution of this Agreement. To that end, in consideration of the mutual terms and conditions hereof, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Employer and Employee hereby agree to the below paragraphs.

3. Employee was separated/voluntarily resigned from his/her employment with Employer on <<date>>.

4. By executing this Agreement, and paying consideration or accepting consideration, neither Employer nor the Employee admits to any wrongdoing with respect to Employee's employment or cessation of his/her employment.

5. Subject to the express conditions and preconditions provided within this Agreement, Employer agrees to provide the following consideration to Employee, and on Employee's behalf, in exchange for Employee agreeing to the terms hereof and executing this Agreement and releasing claims, as follows:

    a. "Gross Taxable Wage Consideration" in the amount of XXXX Dollars and XX Cents ($XXXXX), will be paid to Employee as wages. Employer will make all lawful and legally required deductions (e.g., taxes and Teacher Retirement System deductions) from the Gross Taxable Wage Consideration as were made from Employee's gross wages during his/her employment with Employer. Subject to the express limitations and conditions referenced within this Agreement, the Gross Taxable Wage Consideration will be paid in one lump sum on or before <<date>>.

    b. It will be the sole responsibility of Employee to determine what, if any, tax implications may result from Employee receiving, or receiving the benefits of, the consideration described within this Agreement. EMPLOYEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS EMPLOYER AND ITS OFFICERS, AGENTS, REPRESENTATIVES, INSURERS, AND EMPLOYEES AGAINST ANY LEGAL ACTION BY ANY TAXING AUTHORITY RESULTING FROM EMPLOYEE NOT PROPERLY PAYING TAXES ON THE GROSS NON-WAGE CONSIDERATION. IF EMPLOYEE FAILS TO

PROPERLY PAY TAXES ON THE GROSS NON-WAGE CONSIDERATION, EMPLOYEE AGREES TO INDEMNIFY EMPLOYER FOR ANY INCREMENTAL TAXES, INTEREST OR PENALTIES THAT MAY BECOME PAYABLE AS A RESULT OF SUCH FAILURE.

6. In exchange for the consideration described above, Employee, on behalf of him/herself and his/her successors, heirs, executors, administrators, assigns, attorneys, agents, servants, parents, step-parents, spouses, former spouses, representatives, and any other person claiming, in whole or in part, by, through or under them, jointly and individually, hereby unconditionally and forever releases, waives, acquits and discharges Employer, <<School Name>>, as well as Employer's officers, directors, administrators, employees, agents, servants, attorneys, predecessors, successors, assigns, donors, partners, affiliates, insurers and all other persons or entities acting on behalf of Employer (hereinafter collectively "Releasees"), from any and all past, present, and future claims, damages, demands, losses, causes of action, and/or suits of any kind or character whatsoever (including all claims for attorneys' fees), known or unknown, arising out of, directly or indirectly attributable to, or in any manner connected with Employee's employment with Employer from the beginning of time up through the effective date of this Agreement, including, but not limited to, any known or unknown claims under any federal, state, or local constitution, law, statute, regulation, policy, common law, or any other vehicle through which Employee could seek or obtain any form of damages or relief against Releasees, which, therefore, precludes Employee from filing or having filed, directly or indirectly, any form of lawsuit, legal action, complaint, grievance, charge, report of possible or actual wrongdoing, whistleblower report, administrative action, agency action, or any other process. Employee further agrees, also in exchange for the consideration described above, that he/she will undertake all steps necessary to permanently dismiss, without seeking any further relief or compensation from Releasees, any and all lawsuits, legal actions, complaints, grievances, charges, reports of possible or actual wrongdoing, whistleblower reports, administrative actions, agency actions, or any other processes that may have been made before or that may be pending as of the date that he/she signs this agreement. Employee further agrees, also in exchange for the consideration described above, that he/she will withdraw any and all complaints against or involving Employer with any state or federal agency.

7. As preconditions to Employee's receipt of the consideration described above:

   A. Employee agrees that his/her separation of employment was not disciplinary.

   B. Employee hereby confirms that as of DATE (1) he/she will have returned any and all originals and copies of information, files, records, documents, and data that belong to Employer and its students; (2) he/she will have permanently terminated his/her access to electronic information, files, records, documents, and data that belong to Employer and its students, including but not limited to e-mail accounts and electronic data storage devices and accounts; and (3) he/she will have returned any and all physical property of Employer including but not limited to electronic devices, computers, access and identification badges, and keys.

8. Employee and Employer acknowledge that confidentiality of and about this Agreement is of the essence, and that the terms of this Agreement and Employee's separation on amicable terms are important because confidentiality is critical to Employer's ability to conduct normal operations, and that preserving confidentiality and presenting the image to the general public that Employee's separation was amicable is a critical inducement for the Parties to enter into this Agreement. Employee and Employer understand and agree that discussions within the general public concerning real or imagined disputes about Employee or Employer arising before the date this Agreement is executed will cause Employer unnecessary distraction, impaired ability to conduct normal operations, and financial detriment. Employee and Employer agree that the conditions, preconditions, terms, and consideration made and described in and subject to this Agreement are and shall remain at all times confidential. Accordingly, Employee and Employer further agree to the following conditions of confidentiality and non-disparagement:

A. Employer will not in any manner, directly or indirectly, personally or through third parties, engage in any conduct or communications designed or intended to disparage or defame the goodwill or reputation of Employee by any means.

B. Employee will not in any manner, directly or indirectly, personally or through third parties, engage in any conduct or communications designed or intended to disparage or defame the goodwill or reputation of Releasees or Employer by any means.

C. By signing this Agreement, the Parties represent to each other, and the Parties each rely upon, that they have not prior to executing the Agreement engaged in any conduct or communications that are prohibited by Paragraph 8 (and its sub-parts).

D. From and after the effective date of this Agreement, the Parties shall not divulge or disclose the terms or conditions of this Agreement to any person or entity not a party to the same, except that (a) such disclosure may be made, if required in response to a subpoena, court order, court ruling, or by law; (b) the Parties may disclose the terms and conditions of this Agreement to an accountant, attorney, qualified tax advisor, or insurer for purposes of obtaining advice concerning any tax or treatment of the consideration set forth in Paragraph 4 (and its sub-parts) herein, as well as assistance in the interpretation or enforcement of any provisions of this Agreement; and (c) such disclosure may be made in the event that any party becomes a party to litigation with the IRS, provided that such party shall make a good faith effort to file this Agreement under seal and retain its confidentiality.

E. While the Parties agree to not publicize this Agreement, nothing herein shall preclude Employer from complying with any disclosure requirement imposed by the Texas Public Information Act, chapter 552 of the Texas Government Code, or

other applicable law.

F. The scope of the confidentiality and non-disparagement provisions in Paragraph 8 (and its sub-parts) herein extend to all forms of communications to include, but not limited to, written, oral, electronic, social media, email, text, and online communications.

G. Employee agrees that the confidentiality and non-disparagement provisions in Paragraph 8 (and its sub-parts) herein do not now, nor will they in the future, in any way impair or violate her rights to freedom of speech or expression or impair or violate any other rights under any constitution, law, statute, or ordinance.

H. Employee agrees that the confidentiality and non-disparagement provisions in Paragraph 8 (and its sub-parts) are expressly supplemented by all conditions of confidentiality that she signed while employed by Employer.

I. If Employee is ordered or otherwise compelled by subpoena or other legal process to participate in a proceeding which might cause Employee to reveal the existence of or terms of this Agreement, Employee shall, within three calendar days of receipt, provide notice to Employer by certified mail, return receipt requested, a copy of the court order, subpoena, or other legal process to: address and/or email.

J. The Parties agree that the conditions in Paragraph 8 (and its sub-parts) are continuing obligations that survive beyond the effective date of this Agreement.

9. Employer agrees to take no action which is intended to, or would reasonably be expected to, make allegations of wrongdoing against, make allegations of inappropriate or unlawful associations against, harm the reputation of, or would reasonably be expected to lead to unwanted or unfavorable publicity to Employee.

10. The Parties each understand and agree that failure to comply with any precondition, condition, obligation, or requirement in this Agreement, including conditions, obligations, or requirements that survive beyond the effective date of this Agreement, will constitute a breach of this Agreement for which the non-breaching Party may seek and recover injunctive relief, damages, costs, attorneys' fees, and other remedies through a lawsuit.

11. Employer agrees to provide Employee with a neutral job reference, such that Employer will only confirm Employee's date of hire, position title, and date of resignation.

12. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one instrument. This Agreement is effective on the date of execution by both Parties ("effective date").

13. **Severability:** Should any provision of this Agreement be declared invalid, the validity of the remaining terms or provisions shall not be affected and shall remain in force.

14. **Entire Agreement**: This Agreement sets forth the entire agreement and understanding between Employee and Employer regarding Employee's employment with and separation from Employer.

15. **Written Modification**: This Agreement may not be modified, amended, or otherwise changed unless the modification, amendment, or change is in writing and signed by the Executive Director of Employer and Employee.

16. **Governing Law**: This Agreement is to be governed by the laws of the State of Texas.

17. **Older Workers Benefit Protection Act Acknowledgment**: Pursuant to the requirements of the Older Worker's Benefit Protection Act, Employee also acknowledges:

    (1) Employee should carefully read all of the provisions of this agreement, acknowledges that he/she has and that Employee understands the contents of this Agreement and that he/she has the right to discuss any and all aspects of this matter with an attorney of his/her choice;

    (2) Employee is not waiving any of rights or claims that may arise after this Agreement is executed;

    (3) Employee's waiver of all rights or claims contained in this Agreement is in exchange for good and valuable consideration, the receipt of which is expressly acknowledged;

    (4) Before Employee signs this document, Employee should consult with an attorney prior to execution of this Agreement;

    (5) Pursuant to the Older Worker Benefits Protection Act, if applicable, Employee has up to and including twenty-one (21) days within which to consider this Agreement before executing it (or by executing this Agreement represents that he/she has knowingly and voluntarily elected to reduce this time period); and,

    (6) Pursuant to the Older Worker Benefits Protection Act, if applicable, Employee may, for a period of seven days following the execution of this Agreement, revoke this Agreement ("Revocation Period") by providing written notice to the Employer, and the Agreement shall not become effective or enforceable until the Revocation Period has expired. Employee agrees to provide written notice of any revocation to <<School Name>> <<Address>>, Attention: Board President. If Employee revokes this Agreement, any and all originals or copies of this Agreement must be returned to the Employer at the time of revocation. Employee agrees that if he/she revokes this Agreement within the seven-day period, he/she will not be entitled to receive the consideration contemplated in this Agreement.

(7) Employee accepts the terms of this Agreement as fair and equitable, under all circumstances. Employee further acknowledges and agrees that by signing this Agreement, he/she has consulted with his/her attorney, or has declined to do so, he/she has executed this Agreement knowingly and voluntarily, and he/she has been given a reasonable period of time to consider this Agreement.

_____ _____

EMPLOYEE FULL NAME (Please Print) Date

_____

EMPLOYEE FULL NAME Signature

Received and Acknowledged by:
<<School Name>>

_____ _____

<<Name>> Date
<<Title>>