

**EARLY NOTIFICATION OF VOLUNTARY RESIGNATION INCENTIVE PROGRAM AGREEMENT
FOR BROWNSVILLE INDEPENDENT SCHOOL DISTRICT**

This Early Notification of Voluntary Resignation Incentive Program Agreement (the "Agreement") is made and entered into by and between Brownsville Independent School District (the "District") and (the "Participant" or "I").

WHEREAS, the Participant has represented, and does hereby represent, to the District that, the Participant satisfies the following criteria:

- (a) The Participant is currently employed by the District and the Participant's contract is eligible for renewal for the 2012-2013 school year, or the Participant is currently employed and is eligible for employment with the District during the 2012-2013 school year; and
- (b) The Participant is not employed by the District on a part-time/substitute basis.
- (c) The employee was hired before October 3, 2011.
- (d) The employee has not been on administrative leave during the 2011-2012 school year or is not currently on administrative leave.
- (e) The employee has not resigned in lieu of proposed termination.

WHEREAS, the Participant has voluntarily chosen to take advantage of the District's Early Notification of Voluntary Resignation Incentive Program ("Program");

NOW, THEREFORE, in consideration of the premises and the consideration recited herein, and for other good and valuable consideration, the sufficiency of which is hereby expressly acknowledged the District agrees to pay Employee benefits set forth herein through this Early Notification of Voluntary Resignation Incentive Program Agreement as approved by the Board of Trustees on January 17, 2012.

- 1) **Termination of Employment.** Participant hereby voluntarily resigns/terminates from his or her employment with the District as of the last day the Participant is scheduled for work duty in the 2011-2012 school year. An exception may apply if the employee's resignation does not create an operational hardship for the district.
- 2) **Resignation Incentive Benefits.** Early Resignation Incentive Payment specified shall be calculated as follows:

Special Assignment/District-wide Administration	10% of current gross salary up to \$7,500
Professional Hiring Schedule Employees	15% of current gross salary up to \$10,000
Classified Employees	20% of current gross salary up to \$5,000

- 3) **Waiver and Release of Claims.** For the consideration recited herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, the

Participant, for myself, and for my heirs, executors, successors, and assigns, do hereby fully RELEASE, ACQUIT AND DISCHARGE the District, its trustees, employees, officers, and agents, both past and present, who might be claimed to be liable to me from any and all claims, liabilities, demands, expenses, attorney's fees or causes of action, known or unknown, which may have accrued in whole or in part and which are based upon facts occurring before the date on which Employee signs this Agreement. Participant hereby acknowledges that there are various State and Federal laws and provisions that govern my employment relationship with the District and/or prohibit employment discrimination on the basis of age, color, race, gender, filing a workers' compensation claim, national origin, mental or physical disability, religious affiliation, or veteran status, including, but not limited to, the Texas and U.S. Constitutions, the Texas Commission on Human Rights Act, Title VII of the Civil Rights Act of 1964. The Civil Rights Act of 1991, 42 U.S.C. Section 1981, 42 U.S.C. Section 1983, Executive Order 11246, the Rehabilitation Act, the Older Worker Benefit Protection Act, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act, the American with Disabilities Act, the Family Medical Leave Act, the Texas Workers' Compensation Act, and the Texas Labor Code.

I understand that in consideration of the incentive payments provided for in this Agreement, I intend to give up any rights I may have under these or any other laws with respect to my employment and termination of employment at the District and acknowledge that the District has not (a) discriminated against me, (b) breached any express or implied contract with me, or (c) otherwise acted unlawfully toward me.

Therefore, on behalf of myself, and my heirs, executors, administrators, successors, and assigns, I release and discharge the District, its trustees, employees, officers, and agents, both past and present, from any and all claims, and causes of actions related to, or arising out of my employment or termination of employment with the District based on facts occurring prior to the date of this Agreement. This includes, but is not limited to, claims arising under federal, state, or local laws, regulations, orders, or ordinances, including but not limited to, the Texas and U.S. Constitutions, the Texas Commission on Human Rights Act, Title VII of the Civil Rights Act of 1964. The Civil Rights Act of 1991, 42 U.S.C. Section 1981, 42 U.S.C. Section 1983, Executive Order 11246, the Rehabilitation Act, the Older Worker Benefit Protection Act, the Employee Retirement Income Security Act, The Americans with Disabilities Act, the Family and Medical Leave Act, the Texas Workers' Compensation Act, the Age Discrimination in Employment Act, the Texas Labor Code, and any claims and/or causes of action of whatever kind or character, in tort or contract, statutory or otherwise, for legal or equitable relief.

I additionally waive and release any right I may have to recover in any lawsuit or proceeding brought by me, an administrative agency, or any other person on my behalf or that includes me in any class. If I breach this paragraph, I understand that I will be liable for all expenses, including costs and reasonable attorney's fees incurred by the District in defending the lawsuit or charge, regardless of the outcome. I agree to pay such expenses within thirty (30)

calendar days of written demand. This paragraph is not intended to limit me from instituting legal actions for the sole purpose of enforcing this Agreement. I also agree to waive any right to reinstatement or any future employment or relationship with the District. However, the District retains the right, in its sole discretion, to consider me for future employment in any capacity. Additionally, in signing the Agreement, I acknowledge and agree to the following:

- a) That the Foregoing Section 3 setting out my Waiver and Release of Claims possibly arising under the various federal, state or local laws, regulations, orders, or ordinances relating to employment, as well as any other claims and/or causes of action of whatever kind or character, in tort or contract, statutory or otherwise, for legal or equitable relief is an integral part of this Agreement, and that Section 3 and this entire Agreement are written in plain English, understandable by me.

_____ (Participant's Initials)

- b) I acknowledge that this Waiver and Release of Claims waives any rights and claims that I may have that arise under the various federal, state, or local laws, regulations, orders, or ordinances relating to employment, as well as any other claims and/or causes of actions of whatever kind or character, in tort or contract, statutory or otherwise, for legal or equitable relief and meets the requirement set out in the Age Discrimination in Employment Act and Older Worker Benefit Protection Act of a valid and binding waiver and release.

_____ (Participant's Initials)

- c) I acknowledge that this Waiver and Release of Claims does not attempt to require a waiver of my rights or claims under the various federal, state or local laws, regulations, orders, or ordinances relating to employment, as well as any other claims and/or causes of action of whatever kind or character, in tort or contract, statutory or otherwise, for legal or equitable relief that may arise after the date that this Agreement is signed.

_____ (Participant's Initials)

- d) I acknowledge, as specified in the foregoing Section 2 and 3, that I am entitled to sufficient and valuable consideration for my waiver of rights and claims that may arise under the various federal, state, or local laws, regulations, orders, or ordinances relating to employment, as well as any other claims and/or causes of actions of whatever kind or character, in tort or contract, statutory or otherwise, for legal or equitable relief.

_____ (Participant's Initials)

- e) I acknowledge that the District policy informs me to inform District of any act which may constitute unlawful discrimination or wrongful termination and that District informed me that the EEOC and the Texas Commission on Human Rights have the authority to investigate cases of alleged unlawful discrimination. I understand that I am entitled to

file a charge of discrimination or participate in an investigation by these agencies, but that I will not be entitled to recover any additional amounts through such a proceeding if I signs this agreement.

_____ (Participant's Initials)

- f) I acknowledge and additionally agree to waive and release any right I may have to recover in any lawsuit or proceeding brought by me, an administrative agency, or any other person on my behalf or that includes me in any class. If I breach this paragraph, I understand that I will be liable for all expenses, including costs and reasonable attorneys' fees, incurred by the District in defending the lawsuit or charge, regardless of the outcome. I agree to pay such expenses within thirty (30) calendar days of written demand.

_____ (Participant's Initials)

- g) I acknowledge that this Agreement advises me to consult an attorney before signing the Agreement.

_____ (Participant's Initials)

- h) I acknowledge that, because this Waiver and Release of Claims is being requested in connection with the Voluntary Resignation Incentive Program offered to a group of employees of which I am a member, I have been given ample time to consider this Waiver and Release of Claims prior to signing this Agreement.

_____ (Participant's Initials)

- i) I acknowledge I have received or had access to information about the eligibility factors for the Early Notification of Voluntary Resignation Incentive Program, and the time limits applicable to the program. _____ (Participant's Initials)

- j) I acknowledge that I will be given a minimum of ten (10) business days after signing this Agreement to rescind, revoke or cancel in writing this Agreement, and that a Rescission Notice for this purpose will be provided to me upon request.

_____ (Participant's Initials)

- k) I acknowledge that the benefits to be paid under the Voluntary Resignation Incentive program are separate and apart from the benefits paid under the Teachers Retirement System of the State of Texas ("TRS") and the effect of the Employee's election to participate in the program on the benefits paid the Employee under TRS shall be determined under the rules and regulations pronounced in connection with TRS.

_____ (Participant's Initials)

- 4) **Consultation with Attorney.** The Participant has been, and is hereby, advised to consult with an attorney of the Participant's choice regarding the Agreement prior to executing the same.
- 5) **Reemployment.** Any employee opting for this incentive will not be eligible for full time employment with BISD for the 2012-2013 and the 2013-2014 school years.
- 6) **Formal Matters.** This Agreement shall be binding upon and shall be for the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This Agreement constitutes the complete and total agreement made between the parties, and each party represents to the other that he, she or it are not relying on any other agreements or oral representations not fully expressed in this Agreement. No other agreements or understandings between the parties, oral or otherwise, shall be deemed to exist, or to bind the parties, and all such prior agreements and understandings are superseded by this Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and may be amended only in writing signed by both parties hereto. This Agreement shall be constructed in accordance with the laws of the State of Texas and all applicable federal law and shall be fully performable and enforceable in Cameron County, Texas. The parties agree that should any part of this Agreement be found to be void or unenforceable by a court of competent jurisdiction, that determination will not affect the remainder of the Agreement. The parties further agree that this Agreement may be used as evidence in a subsequent proceeding in which either of the parties allege a breach of this Agreement or as a complete defense to any proceeding or lawsuit brought by either party; other than this exception, the parties agree that this Agreement will not be introduced as evidence in any proceeding or in any lawsuit.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the _____ day of _____, 2012.

BROWNSVILLE INDEPENDENT
SCHOOL DISTRICT
By: _____

PARTICIPANT/EMPLOYEE:
Signature: _____
Printed Name: _____

RESCISSION SECTION

If the Participant chooses to rescind this Agreement, the participant may do so by completing the following Rescission Notice, and by returning this Agreement to the Human Resource Department at the Brownsville Independent School District, Cameron County, Brownsville, Texas, before the expiration of the tenth (10th) BISD business day after the Participant first signed this Agreement, above.

I, _____, do hereby RESCIND, REVOKE AND CANCEL this agreement and have done so before the expiration of tenth (10th) BISD business days after I first signed this Agreement.

Signature: _____

Printed Name: _____

Date: _____