

RELEASE AND SETTLEMENT AGREEMENT

This Agreement is between Angela Smith ("Employee") and Wylie Independent School District ("District").

- Employee has a one-year term contract with District for the 2010 - 11 school year.
- District's board of trustees proposed nonrenewal of the contract, and Employee timely requested a hearing on the proposal.
- District and Employee wish to avoid the time and expense of protracted administrative proceedings, appeals, and litigation and in compromise agree to buy their peace under the terms set out in this Agreement.

By their signatures below and in consideration for the mutual promises set out below, Employee and District agree to the following terms and conditions:

1. Employee irrevocably resigns effective immediately, and District accepts the resignation.
2. District will make regular salary payments for the 2010-11 school year under employee's term contract to Employee through August 2011.
3. On or before July 12, 2011, District shall pay Employee one half-year's salary under the 2010-11 salary schedule, i.e., \$21,554.00 in settlement of all claims associated with employment in District.
4. District will provide to Employee a generally positive reference letter to assist in seeking other employment.
5. Other than its obligation under paragraph 3, Employee releases and discharges the District from all claims, liabilities, demands, expenses, attorney fees, and compensation of any kind, known or unknown, that Employee may have, including claims for continued or future employment. Employee agrees and promises not to file an administrative proceeding or lawsuit to assert any claims or to engage in any other legal proceeding to obtain monetary relief for any claims existing at the time this Agreement is executed. This waiver and release of claims includes, without limitation, any claims under the Age Discrimination in Employment Act, as amended; Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act, as amended; the family and Medical Leave Act, as amended; Chapter 21 of the Texas Education Code; Section 7.057 of the Texas Education Code; and any other federal, state, or local law regarding employment discrimination.

6. The Agreement constitutes the entire and complete understanding between District and Employee and will be enforced according to the laws of the State of Texas. District and Employee agree that if any provision of the Agreement is held to be unenforceable or invalid, that portion will be stricken and the remaining provisions will be enforceable.
7. This Agreement was approved by the District's Board of Trustees on July 11, 2011, at a lawfully called meeting under the Texas Open Meetings Act.
8. This Agreement is final and binding when signed by both parties.

Date _____

Date _____

Angela Smith, Employee

Ray Templeton, Board President