



# UNITED INDEPENDENT SCHOOL DISTRICT AGENDA ACTION ITEM

**TOPIC** Action to Adopt Resolution Adopting Employee Separation from Employment Incentive to Full Time District Employees for the 2014-15 School Year

**SUBMITTED BY:** David Garcia, Assistant Superintendent **OF:** Human Resources

**APPROVED FOR TRANSMITTAL TO SCHOOL BOARD:** \_\_\_\_\_

**DATE ASSIGNED FOR BOARD CONSIDERATION:** December 17, 2014

**RECOMMENDATION:**

It is recommended that the United ISD Board of Trustees take Action to Adopt Resolution Adopting Employee Separation from Employment Incentive to Full Time District Employees for the 2014-15 School Year.

**RATIONALE:**

**BUDGETARY INFORMATION:**

**BOARD POLICY REFERENCE AND COMPLIANCE:**



# UNITED INDEPENDENT SCHOOL DISTRICT

Regular Board Meeting  
December 17, 2014

## RESOLUTION ADOPTING EMPLOYEE SEPARATION FROM EMPLOYMENT INCENTIVE TO FULL TIME DISTRICT EMPLOYEES DURING THE 2014-15 SCHOOL YEAR

**Whereas**, the United Independent School District (“District”) will be implementing an Incentive Program for the early notification of resignations or retirements at the end of the 2014-15 school year for full-time employees;

**Whereas**, the District wishes to extend this incentive to its highly valued employees who have remained loyal to the District;

**Whereas**, the District’s implementation of a Separation from Employment Incentive Program will allow accurate staffing projections for the 2015-16 school/work year;

**Whereas**, the District will provide its current full-time employees with a one time Separation from Employment Incentive Payment this school year, which will be provided as follows:

- \$ 1,000.00 for Contracted Employees; and
- \$ 500.00 for Paraprofessional/Auxiliary Employees

to be paid to eligible employees in accordance with District Guidelines established, which mandate minimum eligibility requirements and appropriate deadline regarding notification of separation from the District; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the United Independent School District that the District issue a one time Separation from Employment Incentive Payment, as stated herein.

**SO ORDERED** this \_\_\_\_ day of \_\_\_\_\_, 2014.

**BOARD OF TRUSTEES:**

\_\_\_\_\_  
*Board President*

**WITNESSETH:**

\_\_\_\_\_  
*Board Secretary*



# UNITED INDEPENDENT SCHOOL DISTRICT

Mr. Roberto J. Santos,  
Superintendent of Schools

To: All Full-Time Employees  
From: Roberto J. Santos, Superintendent  
Date: January 5, 2015  
Re: **Notification of Separation from Employment Incentive Program**

The District will be implementing an Incentive Program for the early notification of resignations or retirements for the end of **2014-2015** school year for full-time employees. This incentive program will allow the District to have accurate staffing projections for the next school year. As such, the District will pay eligible full-time employees the following incentive payment at the conclusion of the contract/employment school year in accordance with the following guidelines:

## **Eligibility**

Must be a full-time employee with United ISD for the **2014-2015** school year.

The employee must complete his or her contract period/employment term through the end of the 2014-15 school year. Employees who have not been employed for the entire 2014-2015 school year are not eligible for this incentive benefit.

## **Incentive Payment**

In order to receive the incentive payment below, the eligible employee must notify the District by the deadline of his or her intent to accept this incentive benefit.

<u>Employee Group</u>	<u>Amount</u>
Contracted Employees:	\$ 1,000
Paraprofessional / Auxiliary:	\$ 500

## **Deadline of March 2, 2015**

The employee must submit the attached *Separation from Employment Form* and the *Incentive Agreement for Contracted Employees or Paraprofessional/Auxiliary Employees* to the District's Human Resources Office on or before **5:00 p.m., Monday, March 2, 2015**, with the final date of actual separation being the last day of the employee's work day for the 2014-2015 school year. Submission may be made by U.S. Mail, fax, email, or hand delivery to the attention of the **Assistant Superintendent of Human Resources**.

Once the District receives the employee's *Separation of Employment Form*, the District will process the incentive payment according to the District's customary payroll practices and in accordance with the *Incentive Agreement for Contracted Employees or Paraprofessional/Auxiliary Employees*.

Should you have any questions, please contact Ms. Patricia Gonzalez, Compensation Director at 473-6377 or [pgonzal@uisd.net](mailto:pgonzal@uisd.net). Thank you.

**INCENTIVE AGREEMENT FOR  
CONTRACTED EMPLOYEES**



**United Independent School District  
Early Resignation Notice Incentive Agreement  
(Contract Employees)**

This Incentive Agreement ("Agreement") is made and entered into between the United Independent School District, its agents, trustees, successors, representatives and employees ("United ISD" or "District") and \_\_\_\_\_ (Chapter 21 Classroom Teacher), his or her representatives, heirs, executors, and assigns ("Employee").

RECITALS

WHEREAS, United ISD will begin in the spring 2015 to plan for staffing needs for the 2015-2016 school year;

WHEREAS, the Employee currently serves under an employment contract with the District;

WHEREAS, the Employee and United ISD acknowledge the need to ensure that professional staff members with employment contracts who are able to resign or retire at the end of this school year and provide District with advance notice should be assisted to the extent that United ISD is able, as set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, promises and agreements contained herein, including the recitals set forth above, the Employee and United ISD enter into a full and complete release in this Agreement with a compromise and settlement of all rights and duties under the Employee's contract, and the parties voluntarily agree as follows:

AGREEMENT

1. Resignation. In exchange for the consideration described below, and mutual representations, promises, and agreements contained herein, Employee agrees to submit his or her letter of resignation upon execution of this Agreement, such resignation to be effective \_\_\_\_\_ (employee's last day of actual employment under this school year's contract). The Superintendent of the District hereby accepts the Employee's resignation, effective \_\_\_\_\_.
2. Consideration. In consideration for Employee's agreement to resign at the conclusion of the **2014-15** school year, the District agrees to pay the Employee a \$1,000.00 (one-thousand dollar and no cents) incentive payment. In addition, Employee will continue to work through the end of this school year and District shall continue to pay Employee his or her monthly salary and all benefits due, less deductions for teacher retirement, federal income tax, Medicare, life insurance, health insurance, and any other withholdings, if applicable, through the end of this school year's contract term. Payment shall be made according to the District's customary payroll practices.

The Parties also agree to the following terms:

- A. The District will provide the \$1,000.00 incentive payment to Employee at the conclusion of this contract year.
  - B. United ISD will accept the resignation, release the Employee from the employment contract and all duties associated with the contract at the conclusion of this school year, as long as the Employee completes this school year's contract term. The Employee understands and agrees that if he or she does not complete his or her **2014-15** school year employment contract term, the Employee will not be eligible for the incentive payment.
  - C. Employee agrees to submit this Agreement to the District and a Separation of Employment form to the District's Human Resources Office on or before, **5:00 p.m., Monday, March 2, 2015** in order to be eligible for the incentive payment.
  - D. Employee agrees submission may be made by U.S. Mail, fax, email, or hand delivery to the attention of the Assistant Superintendent of Human Resources.
  - E. Employee understands and agrees that this Agreement is not being provided or offered as an early retirement incentive, but instead is an incentive payment being offered to eligible employees who provide timely notice to the District of their intent to resign from the District at the conclusion of this school year so that the District is better able to provide for accurate staffing projections for the upcoming school year.
3. Future Obligations. The Employee agrees to fully perform his or her contractual obligations to the District through the end of this school year. In exchange, payment of the aforementioned sums by the District to Employee and the exchange by the parties hereto of the consideration enumerated herein shall constitute full and final satisfaction of the District's obligation to Employee.
  4. Separation Paperwork. The Employee agrees to complete and execute all of the necessary forms and paperwork for the District to complete the employment separation process and authorizes the District' Human Resources' Department to complete the paperwork required in his or her absence with copies of separation documents forwarded to the Employee for appropriate verification.
  5. No Admission. This Agreement is not to be construed as an admission of liability or any wrongful act or omission by either the Employee or United ISD, such liability and wrongdoing being expressly denied by both parties. Rather, the Employee and United ISD acknowledge and represent that this is a compromise in order to avoid the uncertainty, time, and expense of any possible dispute or litigation.
  6. Voluntary Release. In exchange for the above-stated consideration, the Employee voluntarily agrees to release any and all claims and rights of any and every nature whatsoever under local policy, procedure, and all federal and state laws, including but not limited to grievance and appeal rights that may be related to the Employee's employment contract with United ISD arising prior to the execution of this Agreement. Furthermore, Employee hereby waives, releases, acquits, indemnifies, holds harmless, and forever discharges the District, its Board of Trustees, the individual members thereof, its employees, agents, attorneys and any other person



acting on behalf of the Board of Trustees or the District, of and from all causes of action of every nature that were raised or could have been raised by Employee on before the execution of this Agreement, and arising from Employee's employment by the District and his or her resignation from employment with the District.

7. State Law to Apply. This Agreement is to be performed entirely in Webb County, State of Texas, and the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. Mandatory and exclusive venue for any action brought to enforce or interpret this Agreement shall be brought in state district court in Webb County, Texas.
8. Original Documents. This Agreement may be executed in a number of identical counterparts, each which shall be deemed an original for all purposes. All the parties hereto further agree that they shall execute any and all documents necessary to affect the intent and purposes of this Agreement. Further, this Agreement supersedes any and all prior oral or written agreements, arrangements or understandings between the parties that relate to any of the subject matter of this Agreement. This Agreement may be modified or terminated only in writing, executed by all the parties hereto.
9. Binding. This Agreement is binding and enforceable as any other contract. This Agreement is severable, and if one or more of the provisions contained in this Agreement is determined to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability does not affect any of the remaining provisions. This Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
10. Authority. Each signatory hereto acknowledges, represents, and warrants that they have the requisite authority to execute this Compromise, Settlement and Release Agreement in the respective capacity set forth herein.

**I have read this Agreement, I agree to its terms, and I hereby agree to resign my employment with United ISD effective \_\_\_\_\_. I understand that I am also required to complete the United ISD Separation of Employment Form and submit to the Office of Human Resources no later than March 2, 2015 in accordance with Sections C and D in this agreement. I am hereby executing this agreement freely and voluntarily, without coercion or duress and I was provided an opportunity to consult with legal counsel before executing this agreement.**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

UNITED INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Authorized Representative for District

EMPLOYEE

\_\_\_\_\_

**INCENTIVE AGREEMENT FOR  
PARAPROFESSIONAL AND AUXILIARY EMPLOYEES**



**United Independent School District  
Early Resignation Notice Incentive Agreement  
(Paraprofessional/Auxiliary Employees)**

This Incentive Agreement (“Agreement”) is made and entered into between the United Independent School District, its agents, trustees, successors, representatives and employees (“United ISD” or “District”) and \_\_\_\_\_ (Paraprofessional/Auxiliary “At-Will” Employee), his or her representatives, heirs, executors, and assigns (“Employee”).

RECITALS

WHEREAS, United ISD will begin in the spring 2015 to plan for staffing needs for the 2015-2016 school year;

WHEREAS, the Employee currently serves as either a full-time paraprofessional or auxiliary employee and serves in that capacity as an at-will employee with the District;

WHEREAS, the Employee and United ISD acknowledge the need to ensure that staff members who are able to resign or retire at the end of this school year and who provide advance notice to the District should be assisted to the extent that United ISD is able, as set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual representations, promises and agreements contained herein, including the recitals set forth above, the Employee and United ISD enter into a full and complete release in this Agreement with a compromise and settlement of all rights and duties regarding Employee’s employment with United ISD, and the parties voluntarily agree as follows:

AGREEMENT

1. Resignation. In exchange for the consideration described below, and mutual representations, promises, and agreements contained herein, Employee agrees to submit his or her letter of resignation upon execution of this Agreement, such resignation to be effective \_\_\_\_\_ (employee’s last day of actual employment at the conclusion of this school year). The Superintendent of the District hereby accepts the Employee’s resignation, effective \_\_\_\_\_.
2. Consideration. In consideration for Employee’s agreement to resign at the conclusion of the **2014-15** school year, the District agrees to pay the Employee a \$500.00 (five hundred dollars and no cents) incentive payment. In addition, Employee will continue to work through the end of this school year and District shall continue to pay Employee his or her regular salary and all benefits due, less deductions for teacher retirement, federal income tax, Medicare, life insurance, health insurance, and any other withholdings, if applicable, through the end of this school year term. Payment shall be made according to the District’s customary payroll practices.

The Parties also agree to the following terms:

- A. The District will provide the \$500.00 incentive payment to Employee at the conclusion of this school year.
  - B. United ISD will accept the resignation and release of the Employee from employment all duties associated with Employee's position at the conclusion of this school year, as long as the Employee completes his or her employment duties for this school year. The Employee understands and agrees that if he or she does not complete employment for the **2014-15** school year, the Employee will not be eligible for the incentive payment.
  - C. Employee agrees to submit this Agreement to the District and a Separation of Employment form to the District's Human Resources Office on or before **5:00 p.m., Monday, March 2, 2015** in order to be eligible for the incentive payment.
  - D. Employee agrees submission may be made by U.S. Mail, fax, email, or hand delivery to the attention of the Assistant Superintendent of Human Resources.
  - E. Employee understands and agrees that this Agreement is not being provided or offered as an early retirement incentive, but instead is an incentive payment being offered to eligible employees who provide timely notice to the District of their intent to resign from the District at the conclusion of this school year so that the District is better able to provide for accurate staffing projections for the upcoming school year.
3. Future Obligations. The Employee agrees to fully perform his or her employment duties and obligations to the District through the end of this school year. In exchange, payment of the aforementioned sums by the District to Employee and the exchange by the parties hereto of the consideration enumerated herein shall constitute full and final satisfaction of the District's obligation to Employee.
  4. Separation Paperwork. The Employee agrees to complete and execute all of the necessary forms and paperwork for the District to complete the employment separation process and authorizes the District' Human Resources' Department to complete the paperwork required in his or her absence with copies of separation documents forwarded to the Employee for appropriate verification.
  5. No Admission. This Agreement is not to be construed as an admission of liability or any wrongful act or omission by either the Employee or United ISD, such liability and wrongdoing being expressly denied by both parties. Rather, the Employee and United ISD acknowledge and represent that this is a compromise in order to avoid the uncertainty, time, and expense of any possible dispute or litigation.
  6. Voluntary Release. In exchange for the above-stated consideration, the Employee voluntarily agrees to release any and all claims and rights of any and every nature whatsoever under local policy, procedure, and all federal and state laws, including but not limited to grievance and appeal rights that may be related to the Employee's employment with United ISD arising prior to the execution of this Agreement. Furthermore, Employee hereby waives, releases, acquits, indemnifies, holds harmless, and forever discharges the District, its Board of Trustees, the individual members



thereof, its employees, agents, attorneys and any other person acting on behalf of the Board of Trustees or the District, of and from all causes of action of every nature that were raised or could have been raised by Employee on before the execution of this Agreement, and arising from Employee's employment by the District and his or her resignation from employment with the District.

7. State Law to Apply. This Agreement is to be performed entirely in Webb County, State of Texas, and the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Agreement. Mandatory and exclusive venue for any action brought to enforce or interpret this Agreement shall be brought in state district court in Webb County, Texas.
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9. Binding. This Agreement is binding and enforceable as any other contract. This Agreement is severable, and if one or more of the provisions contained in this Agreement is determined to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability does not affect any of the remaining provisions. This Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
10. Authority. Each signatory hereto acknowledges, represents, and warrants that they have the requisite authority to execute this Compromise, Settlement and Release Agreement in the respective capacity set forth herein.

**I have read this Agreement, I agree to its terms, and I hereby agree to resign my employment with United ISD effective \_\_\_\_\_. I understand that I am also required to complete the United ISD Separation of Employment Form and submit to the Office of Human Resources no later than March 2, 2015 2015 in accordance with Sections C and D in this agreement.. I am hereby executing this agreement freely and voluntarily, without coercion or duress and I was provided an opportunity to consult with legal counsel before executing this agreement.**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

UNITED INDEPENDENT SCHOOL DISTRICT

\_\_\_\_\_  
Authorized Representative for District

EMPLOYEE  
  
\_\_\_\_\_