

Early Resignation Notice Incentive for the 2011-2012 School Year

The Texas Education Code allows educators employed under a probationary, term, or continuing contract to provide notice of resignation, without penalty, at any time up until 45 days before the first day of instruction of the following school year. In order to obtain an accurate forecast of those employees who do not intend to return, and to allow the District additional time to plan staffing, for the 2012-2013 school year, the Celina Independent School District ("District") is offering a one-time incentive to identified employees for their early notice of resignation. Only the first 10 Chapter 21 contracted employees and an unlimited number of non-contracted employees who timely complete submission of this form and all other documentation required for this process are eligible for the incentive. A submission is not complete until all required documentation is submitted.

Eligibility: Only the following employees are eligible for the incentive:

- Employees who are employed as classroom teachers and/or administrators under Chapter 21 term contracts and hold the proper certifications and credentials for their current position.
- Employees who are employed in non-contracted positions and hold the proper certifications and credentials as required for their positions.
- Employees who have not submitted resignations effective at the end of the school year.
- Employees subject to termination and/or nonrenewal are not eligible for the incentive.

Amount: The employee will receive an incentive payment in the amount of 15% of the employee's annual salary for the 2011-2012 school year (excluding stipends and bonuses).

Consideration of Employee Resignation / Employee Resignation Procedure:

- Early Resignation Incentive Notices will be accepted at the human resource office beginning **at 8:00 a.m., on June 8, 2012.**
- The employee must **personally** submit to the human resource office a letter of resignation addressed to the Superintendent on or before **12:00 p.m., on June 13, 2012.** The Chapter 21 employee's resignation must be unconditional and effective on the employee's last contract day of the 2011-2012 year, unless the employee and Superintendent agree to an alternate date. The non-contracted employee's resignation must be unconditional and effective on June 13, 2012, unless the employee and Superintendent agree to an alternate date.
- The resignation letter must be accompanied by this form, signed by the employee.

Unemployment Compensation: The employee acknowledges and understands that he/she may not be eligible for unemployment benefits pursuant to Texas Labor Code Section 207.045(a) as he/she is choosing to leave the position with the District voluntarily, without good cause connected with the individual's work. In this regard, the District is neither requiring nor accepting a waiver of any employee's right to unemployment compensation.

Rehire Eligibility: The employee shall be ineligible for rehire in CISD for the remainder of the current school year and for the entire 2012-2013 school year.

Release of Claims: **EMPLOYEE, ON BEHALF OF HIMSELF/HERSELF, HIS/HER HEIRS, ATTORNEYS, EXECUTORS AND ASSIGNS, HEREBY UNCONDITIONALLY AND FOREVER RELEASES, ACQUITS, AND DISCHARGES DISTRICT OF AND FROM ANY AND ALL CLAIMS. EMPLOYEE'S RELEASE INCLUDES, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS AND FROM ANY AND ALL DAMAGES ARISING FROM, ATTRIBUTED TO, OR RELATED TO ANY AND ALL CLAIMS OF WHATSOEVER NATURE WHICH EMPLOYEE MAY HAVE ASSERTED, OR COULD HAVE ASSERTED, AGAINST DISTRICT, REGARDING ANY ISSUES RELATED TO EMPLOYEES EMPLOYMENT WITH DISTRICT, WHETHER KNOWN OR NOW UNKNOWN, RECOGNIZED BY THE LAW OF ANY JURISDICTION AND COMPREHENSIVELY INCLUDES, BUT IS NOT LIMITED TO, CAUSES OF ACTION, ALLEGATIONS, DEMANDS, LIABILITY, SUITS, CHARGES AND JUDGMENTS, WHETHER**

ARISING IN EQUITY OR UNDER THE COMMON LAW OR ANY CONTRACT OR ANY STATUTE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL OTHER THEORIES EVER ALLEGED, CURRENTLY ALLEGED OR THAT MIGHT HAVE BEEN ALLEGED AND THE FACTS AND EVENTS GIVING RISE THERETO. IN THIS REGARD, THE TERM "CLAIMS" RELATED TO EMPLOYEE'S EMPLOYMENT WITH DISTRICT INCLUDES, BUT IS NOT LIMITED TO, BREACH OF CONTRACT, WHETHER WRITTEN OR ORAL, CLAIMS FOR VACATION PAY, HEALTH INSURANCE, SICK PAY OR OTHER EMPLOYEE BENEFITS, CLAIMS REGARDING THE SETTLEMENT NEGOTIATIONS, CLAIMS OF HARASSMENT AND/OR VIOLATIONS OF AND/OR CLAIMS ARISING UNDER THE CIVIL RIGHTS ACT, 42 U.S.C. §1983, ET SEQ.; AMERICANS WITH DISABILITIES ACT, 42 U.S.C. §12201, ET SEQ. ("ADA"); AGE DISCRIMINATION IN EMPLOYMENT ACT 29 U.S.C. §621, ET SEQ. ("ADEA"); TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED 42 U.S.C. §2000E ET SEQ.; THE TEXAS COMMISSION ON HUMAN RIGHTS ACT, AS AMENDED UNDER THE TEXAS LABOR CODE §21.001, ET SEQ. (WEST 2010); THE FAMILY MEDICAL LEAVE ACT, 29 U.S.C. §2601 (1993); THE FAIR LABOR STANDARDS ACT, 29 U.S.C. §201 (1982); THE EQUAL PAY ACT, 29 U.S.C. §206(D) (1938); TEXAS GOVERNMENT CODE §554.002 (WEST 2010),

1. EMPLOYEE'S EMPLOYMENT WITH DISTRICT, OCCURRING THROUGH THE DATE OF EXECUTION OF THIS AGREEMENT;
2. ALL ACTS OR OMISSIONS OR OTHER CONDUCT, OR THE BREACH OF ANY LEGAL DUTY ATTRIBUTABLE TO DISTRICT REGARDING EMPLOYEE'S EMPLOYMENT WITH DISTRICT, OCCURRING UP TO THE DATE OF THE EXECUTION OF THIS AGREEMENT;
3. ALL ALLEGATIONS EVER MADE, CURRENTLY MADE OR THAT MIGHT HAVE BEEN MADE BY EMPLOYEE AGAINST DISTRICT OR REGARDING EMPLOYEE'S EMPLOYMENT WITH DISTRICT UP TO THE DATE OF THE EXECUTION OF THIS AGREEMENT, INCLUDING ACTIONS DURING THE SETTLEMENT NEGOTIATIONS OF THIS MATTER; AND
4. ALL CLAIMS OF DISCRIMINATION AND/OR RETALIATION AGAINST THE DISTRICT REGARDING EMPLOYEE'S EMPLOYMENT WITH DISTRICT ARISING UP TO THE DATE OF EXECUTION OF THIS AGREEMENT.

EMPLOYEE, *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 EMPLOYEE'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:

(Initial) _____ EMPLOYEE UNDERSTANDS THE TERMS OF THIS AGREEMENT, SPECIFICALLY THAT THE TERMS INCLUDE A RELEASE OF CLAIMS OF AGE DISCRIMINATION UNDER THE ADEA.
_____ EMPLOYEE RELEASES ALL CLAIMS ARISING UP TO, AND INCLUDING, THE DATE OF EXECUTION OF THIS AGREEMENT.
_____ EMPLOYEE ACKNOWLEDGES RECEIPT OF VALUABLE, CONSIDERATION GREATER THAN ANYTHING EMPLOYEE IS CURRENTLY ENTITLED TO, IN EXCHANGE FOR HIS/HER RELEASE IN THIS AGREEMENT.
_____ EMPLOYEE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.
_____ EMPLOYEE HAS BEEN ADVISED AND UNDERSTANDS THAT HE/SHE HAS AT LEAST 21 DAYS TO CONSIDER THIS AGREEMENT AND EMPLOYEE WAIVES THIS 21 DAY PERIOD.
_____ EMPLOYEE HAS BEEN NOTIFIED THAT HE/SHE HAS 7 DAYS IN WHICH TO REVOKE THIS AGREEMENT AFTER IS IT SIGNED.

Covenant not to sue: **SUBJECT TO THE PERFORMANCE OF THIS AGREEMENT, EMPLOYEE AND DISTRICT AGREE AND CONVENANT NOT TO SUE OR PROSECUTE THE OTHER PARTY ON ANY CLAIMS, OR FOR ANY DAMAGES, COMING WITHIN THE RELEASE STATED ABOVE, SAVE AND EXCEPT BREACH OR NON-PERFORMANCE OF THIS AGREEMENT.**

Revocation: For a period of seven (7) days following the execution of this Agreement, beginning on the next calendar day following its execution (the "Revocation Period"), Employee may revoke this Agreement, and it will not become effective until the Revocation Period has expired. Notice of Revocation shall be made in writing to the Superintendent for District, prior to the expiration of the Revocation Period. This Agreement will become effective, and Employee will have forever waived his/her rights and abilities to revoke it after the expiration of the Revocation Period. In the event of revocation, the Release contained in this Agreement shall be null and void, and all consideration offered by the District shall be immediately rescinded.

Remedies for Breach. In the event of a breach of this Agreement, the Parties shall have all remedies available at law or in equity. If a party is adjudicated to be in breach of this Agreement, the confidentiality provisions of this Agreement shall become null and void. This Agreement shall be interpreted under the laws of the State of Texas. Venue, in the event of suit, shall be the court of appropriate jurisdiction in Collin County, Texas.

Acknowledgments. The Parties further acknowledge that they have carefully read this Agreement, that they have consulted with their attorneys prior to executing this Agreement, that they have had an opportunity for review of it by their attorneys, that they fully understand its final and binding effect, that the only promises made to the to sign this Agreement are those stated above and that they are signing this Agreement voluntarily. The Parties also acknowledge that signatures obtained via facsimile are sufficient to execute this Agreement.

Employee Printed Name: _____

I have read and agree to abide by the terms set out above for the early resignation notice incentive.

Employee
Signature: _____

Date: _____