

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is entered into between LOVEJOY INDEPENDENT SCHOOL DISTRICT (“LISD”) and LAURA HENDRIX (“HENDRIX”), an individual residing in Lucas, Texas.

WHEREAS, Hendrix is an employee of LISD and desires to resign; and

WHEREAS, Hendrix and LISD desire to enter into this Agreement to resolve any disputes and controversies between them, if any, in order to save the time and expense necessary for potential litigation; and

WHEREAS, it is the desire, purpose and intention of the parties to compromise, settle, dismiss and fully discharge LISD from any and all claims, actions and causes of action of any nature whatsoever related to Hendrix’s employment with LISD; Hendrix’s actions, either individually or on her behalf, taken in regard to LISD; LISD actions taken in regard to Hendrix; the employment relationship between LISD and Hendrix.

For good and valuable consideration, receipt of which is hereby acknowledged, LISD and Hendrix agree as follows:

**I. DEFINITIONS.** The following defined terms shall have the meaning stated:

A. The term “damages” means any and all elements of relief or recovery of whatsoever nature, which either party can or could have recover(ed) from the other party, whether known or unknown, recognized by the law of any jurisdiction and comprehensively includes, but is not limited to, actual, consequential, incidental and special damages of every description, such as economic loss, property loss or personal injury; any other item of loss or injury; statutory, treble, multiple, compensatory or punitive damages; damages resulting from any loss of employee benefits, overtime pay, retirement benefits, back pay, front pay, vacation pay and/or sick pay; attorneys’ fees, punitive damages; pre-judgment or post-judgment or other interests; equitable relief; and expenses. The term “damages” also

includes, but is not limited to, all elements of recovery or relief ever alleged, currently alleged or that might have been alleged as of the effective date of this Agreement.

B. The term "Hendrix" means Laura Hendrix, acting individually, on behalf of her heirs, executors, administrators, beneficiaries and assigns, and in all capacities in which she or they have or might have asserted claims against LISD.

C. The term "LISD" means Lovejoy Independent School District, its current and former Administration and Board of Trustees Members, individually or collectively; and Superintendent; all in their personal and official capacities and its representatives, agents, predecessors, successors, assigns and all other persons, firms or corporations in privity with it.

D. The term "Superintendent" means Ted Moore or his successor.

E. The term "current Board of Trustees Members" means Richard Hickman, Ann Casey, Lisa Ellrich, Mike Guilbeau, Lynette MacDonald, Julie James, and Elena Westbrook, individually and collectively.

F. The terms "Party" or "Parties" mean LISD and Hendrix.

## II. RELEASE.

A. **Complete and General Release by Hendrix.** On behalf of herself, her heirs, executors, administrators, beneficiaries and assigns, Hendrix hereby unconditionally and forever releases, acquits, and discharges LISD of and from any and all claims and from any and all damages arising from, attributed to, or related to:

1. Hendrix's employment with LISD;
2. All acts or omissions or other conduct, or the breach of any legal duty attributable to LISD regarding Hendrix's employment with LISD, occurring through the date of execution of this Agreement;
3. All allegations ever made, currently made or that might have been made by Hendrix against LISD or by LISD against Hendrix regarding Hendrix's employment with LISD, including actions during the settlement negotiations of this matter; and

4. All claims of discrimination, harassment, constructive discharge, retaliation based on race, color, religion, sex, national origin, age, disability, or sexual orientation or other claims regarding Hendrix's employment with LISD against LISD arising through the date of execution of this Agreement; including, but not limited to, breach of contract, whether written or oral; any covenant of good faith or fair dealing; implied or expressed employee benefits; violation of public policy; fraud; misrepresentation, mistake and tortious interference with contract; claims for torts, personal injuries, emotional distress, emotional anguish, libel, defamation, slander, damage or loss to reputation, invasion of privacy, intentional inflictions of emotional distress, negligence, assault or battery, gross negligence, loss of consortium or false imprisonment; violations of Article 1, Section 8 of the Texas Constitution, the First, Fifth, Thirteen and Fourteenth Amendments to the U. S. Constitution; claims for vacation pay, health insurance, overtime pay, sick pay or other employee benefits; claims regarding the settlement negotiations; claims arising under the laws of the State of Texas or the United States of America, including, but not limited to, the Civil Rights Act, 42 U.S.C. §1983, et seq.; Americans with Disabilities Act, 42 U.S.C. §12201, et seq. ("ADA"); the Age Discrimination in Employment Act, 29 U.S.C. §623, 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 2000); 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 Labor Code, §451.001 (West 2002); Texas Government Code §554.002 (West 2002); Texas Election Code §276.004 (West 2000); the Health Insurance Portability and Accountability Act of 1996, the Bankruptcy Act, the Consolidated Omnibus Budget Reconciliation Act, the Employee Polygraph Protection Act, the Racketeer Influenced and Correct Organization Act, the Rehabilitation Act, the Worker Adjustment and Retraining Notification Act, the Texas Government Code, the Texas Commission on Human Rights Act, the

Texas Workers' Comp Concession Act, the Texas Anti-Retaliation Act, and the Texas Whistleblower Act.

**B. Release of ADEA Claims: HENDRIX, BY INITIALS BELOW, KNOWINGLY AND VOLUNTARILY, UNCONDITIONALLY, AND FOREVER RELEASES, ACQUITS, AND DISCHARGES LISD OF AND FROM ANY AND ALL CLAIMS AND FROM ANY AND ALL DAMAGES ARISING FROM CLAIMS RELATED TO HENDRIX'S EMPLOYMENT WITH LISD, KNOWN OR UNKNOWN UP TO AND INCLUDING THE DATE OF EXECUTION OF THIS AGREEMENT UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT ("ADEA") AS FOLLOWS:**

JA HENDRIX UNDERSTANDS THE TERMS OF THIS AGREEMENT, SPECIFICALLY THAT THE TERMS INCLUDE A RELEASE OF CLAIMS OF AGE DISCRIMINATION UNDER THE ADEA.

JA HENDRIX RELEASES ALL CLAIMS ARISING UP TO, AND INCLUDING, THE DATE OF EXECUTION OF THIS AGREEMENT.

JA HENDRIX ACKNOWLEDGES RECEIPT OF VALUABLE CONSIDERATION, GREATER THAN ANYTHING HENDRIX IS CURRENTLY ENTITLED TO, IN EXCHANGE FOR HER RELEASE IN THIS AGREEMENT.

JA HENDRIX HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS AGREEMENT.

JA HENDRIX HAS BEEN ADVISED AND UNDERSTANDS THAT SHE HAS AT LEAST 21 DAYS TO CONSIDER THIS AGREEMENT AND HENDRIX WAIVES THIS 21 DAY PERIOD.

JA HENDRIX HAS BEEN NOTIFIED THAT SHE HAS 7 DAYS IN WHICH TO REVOKE THIS AGREEMENT AFTER IT IS SIGNED.

**III. COVENANT NOT TO SUE.** Subject to the performance of this Agreement by LISD, Hendrix agrees and covenants not to sue or prosecute LISD for any claims, or for any damages, coming within the Release stated above, save and except breach or non-performance of this Agreement.

**IV. WARRANTIES.**

Hendrix warrants and represents:

A. The consideration to Hendrix under this Agreement is not something to which Hendrix is indisputably entitled, and is agreed to by or on behalf of LISD in full satisfaction of all damages allegedly accruing to Hendrix.

B. Hendrix is authorized to sign this Agreement.

C. Hendrix owns 100% of the claims and damages released by her in this Agreement and that no other person or entity owns any interest therein by assignment or subrogation or otherwise.

D. Hendrix has not in any way assigned or otherwise transferred to any person or entity any interest in the damages and claims released by this Agreement.

E. Hendrix presently possesses the exclusive right to receive all of the consideration offered in this Agreement.

F. By entering into this Agreement, Hendrix acknowledges that:

1. LISD denies any liability;
2. LISD does not admit to any unlawful or discriminatory conduct or any other wrongdoing in connection with the subject matter of this Agreement; and
3. Hendrix has entered into this Agreement willingly; and
4. Hendrix agrees that neither this Agreement nor any action or acts taken in connection with this Agreement, nor pursuant to it, will constitute an admission or any evidence of unlawful or discriminatory or improper acts at any time by LISD.

LISD warrants and represents:

G. LISD is authorized to sign this Agreement.

I. By entering into this Agreement, LISD acknowledges that:

1. Hendrix denies any liability;
2. Hendrix does not admit to any unlawful or discriminatory conduct or any other wrongdoing in connection with the subject matter of this Agreement; and
3. LISD has entered into this Agreement willingly; and
4. LISD agrees that neither this Agreement nor any action or acts taken in connection with this Agreement, nor pursuant to it, will constitute an admission or any evidence of unlawful or discriminatory or improper acts at any time by Hendrix.

V. **AGREEMENTS AND CONSIDERATION AGREED TO BY THE PARTIES.**

A. Hendrix agrees as follows:

1. Hendrix will submit her resignation on the date of the execution of this Agreement effective as of the date of this Agreement and she acknowledges that it has been accepted by LISD effective as of that date. Hendrix declares that her resignation was given freely and voluntarily and of her own free will; and she affirms that the resignation is final and irrevocable.

2. Hendrix agrees to the full release and waiver of all claims, damages, as defined herein.

3. Hendrix agrees not to pursue any action before any administrative body or court relating to or arising out of the facts made the basis of this Agreement.

4. Hendrix agrees to waive and does waive her twenty-one (21) day notice provision under ADEA.

5. On the date of execution of this Agreement, Hendrix will submit a withdrawal of the pending request for hearing, Docket No. 128-LH-0708, with prejudice.

B. LISD agrees as follows:

1. LISD has accepted Hendrix's resignation effective as of the date of this Agreement and agrees Hendrix's resignation is final and irrevocable.

2. LISD will provide a letter of reference for Hendrix in substantially the form attached as Exhibit "A".

3. Within Seven(7) days after the execution of this Agreement beginning on the next calendar day following its execution, LISD will pay Hendrix the sum of FIFTY ONE THOUSAND FIFTY THREE AND NO/100 DOLLARS (\$51,053.00) (less applicable federal income taxes, and payment to the Teacher Retirement System, if applicable). Hendrix agrees to indemnify and hold harmless LISD from any and all liability which may result from the failure to withhold any sums from the monies paid to Hendrix under the Agreement; including, but not

limited to, any income taxes, interest or penalties owed to the Internal Revenue Service or any other party.

4. District agrees that copies of the investigation, negative documents regarding Hendrix's performance, and documents regarding the proposed termination, will be sealed and placed in a separate file marked "Confidential" maintained in the Human Resource's office, to be destroyed in accordance with the District's records retention schedule.

## **VI. MISCELLANEOUS PROVISIONS.**

A. **Acknowledgment of Release of All Claims.** Hendrix and LISD understand and expressly agree that this Agreement extends to all of Hendrix's claims of every nature and kind, known or unknown, suspected or unsuspected, past or present, arising from, attributable to or related to Hendrix's employment through the date of execution of this Agreement or any alleged action or inaction of LISD and that all such claims are hereby expressly settled or waived.

B. **Confidentiality of Agreement.** Hendrix and LISD agree that the confidentiality of all the facts and circumstances that gave rise to or were related to this Agreement will be maintained and not communicated to any other person other than legal counsel for the parties, as may be required by law, or as may be required to enforce the Agreement, without the written consent of all the parties to this Agreement. Consent may be given on behalf of each of the parties described above by her/him or that person's designated representative.

C. **Assignment.** This Agreement is not assignable.

D. **Costs and Attorneys' Fees.** Each party shall bear her or its own costs and attorneys' fees in connection with the instant matter.

E. **Modification.** This Agreement cannot be altered, amended or modified in any respect, except by a writing duly executed by the party against whom the alteration, amendment or modification is charged. All prior agreements, understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect.

F. **Construction of Terms.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.

G. **Severability.** The provisions of this Agreement are severable. If a court of competent jurisdiction rules that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity and enforceability of other provisions of this Agreement.

H. **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"), Hendrix 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, prior to the expiration of the Revocation Period. This Agreement will become effective, and Hendrix will have forever waived 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 LISD shall be immediately rescinded.

I. **Remedies for Breach.** In the event of a breach of this Agreement, the Parties shall have all remedies available at law or in equity.

J. **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 them 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.

K. **Venue.** This Agreement shall be performable in Collin County, Texas.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in several counterparts, each of which is an original.

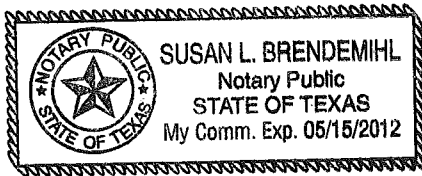
Laura Hendrix  
LAURA HENDRIX  
Date: 8/14/08

LOVEJOY INDEPENDENT SCHOOL DISTRICT

Richard Hickmann  
By: RICHARD HICKMANN  
Its: Board of Trustees President  
Date: 8/19/08

ACKNOWLEDGMENT

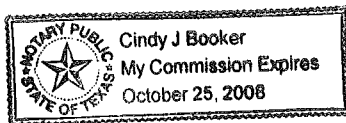
The above and foregoing Settlement Agreement and Release was acknowledged before me by LAURA HENDRIX on this 14<sup>th</sup> day of August, 2008.



Susan Brendeuhl  
Notary Public in and for the State of Texas  
My Commission Expires: 05-15-2012

ACKNOWLEDGMENT

The above and foregoing Settlement Agreement and Release was acknowledged before me by RICHARD HICKMANN, President, Lovejoy ISD Board of Trustees on this 19<sup>th</sup> day of August, 2008.



Cindy Booker  
Notary Public in and for the State of Texas  
My Commission Expires: 10-25-2008



Est. 1917

## LOVEJOY INDEPENDENT SCHOOL DISTRICT

259 Country Club Road

Allen, Texas 75002

(469) 742-8000 (metro) - (469) 742-8001 (fax)

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August 14, 2008

To Whom It May Concern:

Laura Hendrix has served as a teacher in the Lovejoy ISD beginning in the 2000-2001 school year through the 2007-2008 school year. Mrs. Hendrix served as a third grade teacher for four years, and when the Lovejoy ISD opened our middle school program, she moved to the middle school campus as a sixth grade Language Arts teacher.

In 2007, Laura Hendrix was selected as the Lovejoy ISD Secondary Teacher of the Year. As a sixth grade teacher, Mrs. Hendrix was effective in building reading and composition skills in her students. The Lovejoy ISD utilizes a system of benchmark exams that assesses the curricular standards; the data from Mrs. Hendrix classes indicates that she is an effective teacher who facilitates student learning of the TEKS.

In addition, to being Secondary Teacher of the Year in 2007, Mrs. Hendrix served on the Site Based Committee during 2006-2008 and as a mentor for new teachers in 2007-2008.

Sincerely,

Gavan Goodrich  
Sloan Creek Middle School  
Principal