



Brownsville Independent School District

1900 Price Road, Brownsville, Texas 78521-2417 (956) 548-8000 Fax: (956) 548-8019

Dr. Esperanza Zendejas
Superintendent of Schools

November 14, 2017

Dear BISD Employee:

At the Special Called Board Meeting held on November 14, 2017, the BISD Board of Trustees voted to open an Early Notification of Voluntary Incentive Program for all non-retired/rehired employees with 15 or more consecutive years of service with BISD at the end of the 2017-2018 school year.

Under the Program, all qualifying Special Assignment, Certified, and Classified Personnel who notify the District of their intent to resign from the BISD at the end of the 2017-2018 school year will receive a supplemental payment of: \$2,000 for employees with 15-19 consecutive years, \$3,000 for employees with 20-24 consecutive years, \$4,000 for employees with 25-29 consecutive years, and \$5,000 for employees with 30 or more consecutive years less applicable withholdings.

To qualify for the supplemental payment, employees with 15 or more consecutive years of service must hand-deliver a signed Letter of Resignation to the BISD Human Resources Department starting on November 15, 2017 at 8:00 a.m. and ending January 31, 2018 at 5:00 p.m.

Employees who qualify for the incentive and submit their letter of separation on a timely basis may receive their supplemental payment within 7 to 10 days of the District's receipt of the letter. Please be advised under IRS rules, the supplemental payment will be taxed at 25%. Employees may choose to have the supplemental payment as part of their monthly payroll and have the payment taxed at the employee's current applicable tax rate.

Please note any employee who takes advantage of this Incentive Program, will not be eligible for full-time re-employment with the District for the next five consecutive school years (2018-2019, 2019-2020, 2020-2021, 2021-2022, and 2022-2023). Employees have forty-five (45) calendar days to rescind their resignation letter after the participant first signed the agreement and repay the District for any monies received under this agreement within the following week of its rescission.

Should you have any questions, please contact the Human Resources Department, at 956-548-8031 or 956-548-8051.

Sincerely,

A handwritten signature in blue ink that reads "Carmelita Rodriguez".

Carmelita Rodriguez
Human Resource Administrator

BISD does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs or activities.

BISD no discrimina a base de raza, color, origen nacional, sexo, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.



BROWNSVILLE INDEPENDENT SCHOOL DISTRICT

HUMAN RESOURCES DEPARTMENT

1900 Price Road, Suite 106 • Brownsville, Texas 78521

(956) 548-8031 or (956) 548-8051 • FAX (956) 548-8142 or (956) 504-5636

LETTER OF RESIGNATION/RETIREMENT

Date: _____

Name: _____ Employee ID#: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: () _____

Campus/Department: _____ Position: _____

Last day of contract/work: _____

(Please initial)

Resignation _____ Retirement _____

Lump sum: Yes _____ No _____

Reason for resignation/retirement:

Employee Signature: _____ Date: _____

Principal/Administrator Signature: _____ Date: _____

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

This Early Notification of Voluntary Resignation Incentive 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 2018-2019 school year, or the Participant is currently employed and is eligible for employment with the District during the 2018-2019 school year.
- (b) The Participant is not employed by the District on a part-time/substitute basis.
- (c) The employee has been employed with the District for a minimum of 15 consecutive years of service at the end of the 2017-2018 school year.
- (d) The employee has not been on administrative leave during the 2017-2018 school year or is not currently on administrative leave.
- (e) The employee has not resigned in lieu of proposed termination.
- (f) The employee is not a "retire/rehire" employee as the term is understood in the District.

WHEREAS, the Participant has voluntarily chosen to take advantage of the District's 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 November 14, 2017.

- 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 2017- 2018 school year.
- 2) **Resignation Incentive Benefits.** Early Resignation Incentive Payment specified shall be calculated as follows:

Employees with 15 – 19 Consecutive Years in the District	\$ 2,000.00
Employees with 20 – 24 Consecutive Years in the District	\$ 3,000.00
Employees with 25 – 29 Consecutive Years in the District	\$ 4,000.00
Employees with 30 or more Consecutive Years in the District	\$ 5,000.00

- 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 for at least five (5) years from the end of my employment. However, the District retains the right, in its sole discretion, to consider me for future employment pursuant to the terms of this Agreement. Additionally, in signing the Agreement, I acknowledge and agree to the following:

- a) 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)

- b) 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)

- c) 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)

- d) 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 sign this agreement.

_____ (Participant's Initials)

- e) 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)

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

_____ (Participant's Initials)

- g) I acknowledge that, because this Waiver and Release of Claims is being requested in connection with the Early Notification of 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)

- h) 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)

- i) I acknowledge that I will be given a minimum of forty-five (45) calendar 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. I acknowledge that I will repay the full amount received within the following week.

_____ (Participant's Initials)

- j) I select the following payment option:

One time supplemental payment taxed at 25% per IRS rules

_____ (Participant's Initials)

With my monthly check

_____ (Participant's Initials)

k) I acknowledge that the benefits to be paid under the Early Notification of 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) Re-employment. Any employee opting for this incentive will not be eligible for employment with BISD for the 2018-2019, 2019-2020, 2020-2021, 2021-2022 and 2022-2023 school years.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the _____ Day of _____, 2017.

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 forty-fifth (45) calendar days 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 forty-five (45) calendar days after I first signed this Agreement. I further promise to repay the District for any monies received under this agreement within one (1) week of its rescission.

Signature: _____

Printed Name: _____

Date: _____