



1. Kirk does hereby voluntarily submit his resignation as the Superintendent and employee of the District effective at 11:59 p.m. July 31, 2011, and the Trustees do hereby accept his resignation as Superintendent and employee of the District effective at 11:59 p.m. July 31, 2011. Kirk's resignation letter shall be submitted to the Trustees at the special called board meeting of July 7, 2011. A copy of Kirk's resignation letter is attached hereto as **Exhibit "A"** and incorporated herein by reference.

2. In consideration of Kirk voluntarily resigning his position as Superintendent of the District, the District shall pay Kirk, on or before July 31, 2011, the total sum of SEVENTY SEVEN THOUSAND AND NO/100 DOLLARS (\$77,000.00) ("Settlement Payment"). The Settlement Payment shall be made payable jointly to Kirk and Adams, Lynch, & Loftin, P.C., and shall be delivered to the law offices of Adams, Lynch & Loftin, P.C, 3950 Highway 360, Grapevine, Texas, 76051.

The District shall pay the Settlement Payment to Kirk as an accounts payable amount and not as a payroll payment. Kirk is responsible to pay any and all federal and/or state taxes or assessments, if any, attributable to the Settlement Payment made herein to Kirk. The District shall not withhold any payments to the Teacher Retirement System of Texas (TRS) from the Settlement Payment.

Notwithstanding anything to the contrary contained herein, Kirk shall be paid his full salary and benefits according to the terms stated in his Contract through July 31, 2011, less the usual deductions, specifically including but not limited to TRS, provided that the District shall not make the required annual contribution to the 403(b) annuity. The District agrees that Kirk shall be entitled to retain the following items provided to Kirk by the District as set forth in section 5(c)(2) of the Contract as Kirk's sole property: the home office desktop computer, monitor, printer, and the older laptop that he is authorized to use for business and personal use. With respect to the Supplemental Compensation pursuant to section 5(c)(8) of the Contract, the District agrees that

those monies in the 403(b) annuity in which the Superintendent is vested are the sole property of Kirk and are freely transferrable by Kirk; the District shall take all actions as reasonably necessary to transfer ownership of such funds to Kirk.

3. Notwithstanding anything herein to the contrary, if the District fails to timely make the payment of salary and benefits in the manner as specifically set forth herein, Kirk shall be entitled to recover from the District any and all reasonable costs, expenses and attorney's fees incurred by Kirk to enforce the provisions of the Agreement regarding the payment of salary and benefits, in addition to any other relief Kirk shall be entitled to recover.

4. On or before 5:00 p.m., July 31, 2011, Kirk shall return to District all keys, credit cards, security cards, if any, the Blackberry PDA, Blackberry PlayBook, the newer laptop, air cards, and other property, if any, of the District in Kirk's possession as it relates to Kirk's employment as the Superintendent of the District, except as set forth in section 2 of this Agreement.

5. At a time to be mutually agreed upon by and between Kirk and the District, but in any event no later than 5:00 p.m., July 31, 2011, Kirk shall remove his personal effects, personal books, educational materials and other personal property from the Superintendent's office.

6. To the extent it may be permitted to do so by applicable law, the District does hereby agree to defend, hold harmless, and indemnify Kirk from any and all demands, claims, including but not limited to suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings or administrative proceedings currently pending or subsequently hereto brought against Kirk in his individual capacity or his official capacity as an employee and as Superintendent of the District, providing the incident(s) which is (are) the basis of any claim or lawsuit arose or does arise in the future while Kirk, as Superintendent and as an employee of the District, was acting within the scope of Kirk's employment with the District; excluding, however, those claims or any causes of action where it is determined by a court of competent jurisdiction that Kirk committed a criminal act, official misconduct, or committed a willful or wrongful act or omission, or an act or omission

constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Kirk. The selection of Kirk's legal counsel shall be made with the mutual agreement of Kirk and the District, which agreement will not be unreasonably withheld by either party. A legal defense may be provided through insurance coverage.

7. The District and Kirk do hereby agree to be responsible for and pay for each of their respective attorneys' fees incurred by the District and Kirk in connection with the negotiation of this Agreement.

8. After July 31, 2011, Kirk agrees to provide assistance to and cooperate with the District, its Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suit action or legal proceeding brought against the District, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of Kirk's employment with the District, at no additional expense to the District other than reimbursement to Kirk for his documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Kirk by virtue of his taking time off from his then current employment to assist the District at its request. Requests for assistance from Kirk with respect to such matters shall be made through the Board of Trustees' President, any successor Superintendent, and/or legal counsel for the District, and the amount to be reimbursed to Kirk shall be mutually agreed upon in advance.

9. Expressly as part of the consideration of this Agreement, Kirk does hereby, and for his heirs, executors, administrators, successors and assigns, totally and completely, fully and finally, RELEASE, ACQUIT and FOREVER DISCHARGE the District and its employees, attorneys and agents, the Board and each and every Board Member (both individually and in the Board Members' official capacities), past and current, of and from any and all claims, actions, causes of action, demands, rights, damages (including, but not limited to, consequential damages), costs, attorney's

fees, expenses and compensation whatsoever, known or unknown, which Kirk had, has, or which may hereafter accrue on account of or in any way growing or arising out of Kirk's employment relationship with District and/or relationship with the District's Board and/or each and every Board Member (both individually and in the Board members' Members' official capacities) past and present. This release shall be effective upon the full and complete performance of Board and District with the terms and conditions contained in this Agreement. Without in any way limiting the scope of this release, Kirk intends to release any claims made by Kirk for personal embarrassment, mental and physical strain and injury, and for damages to his reputation, and any rights, which Kirk may have under any federal or state constitutions, laws, rules, regulations, or public policy. Such constitutions, laws, rules or regulations include, but again are not limited to, the United States Constitution, the Constitution of the State of Texas, 42 U.S.C. § 1983, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Title IX of the Education Amendments of 1972, Section 504 of the Vocational Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, the Fair Labor Standards Act, and any further or other federal or state discrimination laws, employment laws or workers compensation or benefit laws, as now or hereafter enacted.

The District and the Board likewise totally and completely, fully and finally, RELEASE, ACQUIT and FOREVER DISCHARGE Kirk, his attorneys and agents, of and from any and all claims, actions, causes of action, demands, rights, damages (including, but not limited to, consequential damages), costs, attorney's fees, expenses and compensation whatsoever, of any kind or character, known or unknown, which the District and/or Board had, has, or which may hereafter accrue on account of or in any way growing or arising out of Kirk's employment relationship with District and/or relationship with the Board and/or each and every one of the Board members past and present excluding, however, those claims or any causes of action where it is determined that Kirk committed a criminal act, official misconduct, or committed a willful or wrongful act or

omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard.

Kirk expressly covenants and agrees not to sue or participate, unless required by court order, in any federal or state judicial or state administrative proceeding against the District or its Board, Board members, officers, employees, representatives, agents or attorneys, in their official or individual capacities, related to or concerning his employment as Superintendent by the District, the Board member's actions regarding his employment as Superintendent of the District, or his voluntary resignation from employment as Superintendent of the District.

The District and Trustees expressly covenant and agree not to sue or participate, unless required by court order, in any federal or state judicial or administrative proceeding against Kirk his agents or attorneys, related to or concerning Kirk's employment with the District or his resignation of that employment. Furthermore, the District and Board covenant and agree not to raise, prosecute, or participate in any grievance, complaint, or other claim against Kirk, and will take such action or actions as may be necessary or required to withdraw or dismiss with prejudice any such grievance, complaint, or claim raised by the District, excluding, however, those claims or any causes of action where it is determined that Kirk committed a criminal act, official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard. "Administrative proceeding", as used in this Agreement, includes, by way of example, but not by way of limitation, any hearing or appeal before the District's Board of Trustees, or before the State Board for Educator Certification, or before the State Board of Education, or before the Texas Education Agency under the Texas Education Code.

The District and Kirk agree and understand that the Agreement constitutes a compromise and release, and, except to the extent expressly set forth herein, terminates all rights of both parties relating to the Contract by and between Kirk and the District concerning service as Superintendent

of the District. The release includes all contractual rights, liberty rights, constitutional rights, statutory rights, and any other rights or claims, including but not limited to, claims, under 42 USC 1983, Title VII, personal injury, slander, unemployment, property damage, and any EEOC or TCHRA claims either under state or federal law, known or unknown, that might conceivably be asserted by either party.

10. The Board, individually and collectively, and Kirk do hereby agree that each of them shall refer any third party inquiries regarding Kirk's employment as an employee of the District and as the Superintendent of the District to the Agreement through the Board President. Notwithstanding anything to the contrary herein, the Board, individually and collectively, and Kirk expressly covenant and agree not to make disparaging remarks about the other party(ies), their agents, representatives, attorneys or assigns to this Agreement. The parties agree to issue a joint public statement, which is attached hereto as "**Exhibit B**" and incorporated herein by reference. Furthermore, Kirk shall be provided a letter of reference signed by the Board President.

The parties further agree that no party shall ever make any statements or references to the fact that they "won", "prevailed", or "were prevailing parties", or any other similar statement. The Board, individually and collectively, agree to refrain from making negative comments regarding Kirk to others, including potential future employers. Kirk agrees to refrain from making negative comments regarding the District and its administration.

11. The Agreement constitutes the entirety of the understanding between all the parties hereto. The Agreement shall be binding upon all the parties hereto, their respective heirs, executors, administrators, successors and assigns.

12. The Agreement is hereby deemed performable entirely in Travis County, Texas, and shall be governed, construed and enforced in accordance with and subject to the laws of the State of Texas. Mandatory and exclusive venue for any lawsuit or adjudicative proceeding brought by either party to the contract shall be in Travis County, Texas.

13. The Agreement may be executed in a number of identical counterparts, each of 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 the Agreement. Further, the Agreement supersedes any and all prior oral or written agreements, arrangements, employment contracts, or understandings between the parties. The Agreement may be modified or terminated only in writing, executed by all the parties hereto.

14. The President of the Board of Trustees has been authorized to execute the Agreement on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on July 7, 2011.

IN WITNESS WHEREOF, all the parties hereto have executed the Agreement in multiple originals on July 7, 2011 to be effective from and after July 7, 2011.

LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Jason Buddin, President  
Board of Trustees  
Lake Travis Independent School District

SUPERINTENDENT

\_\_\_\_\_  
Donald Rockwell Kirk, Superintendent  
Lake Travis Independent School District

# **EXHIBIT “A”**

**LAKE TRAVIS ISD  
BOARD OF TRUSTEES**

July 7, 2011

Jason Buddin, President  
Board of Trustees  
Lake Travis Independent School District  
322 Ranch Road 620 South  
Austin, Texas 78738

Dear Mr. Buddin:

I hereby submit my resignation as Superintendent and employee of the Lake Travis Independent School District, to be effective 11:59 p.m. July 31, 2011.

My resignation as the Superintendent and as an employee of the Lake Travis Independent School District is tendered, subject to, and in accordance with, the terms, conditions and provisions of that certain Voluntary Separation Agreement between the Lake Travis Independent School District and me effective the 7<sup>th</sup> day of July, 2011.

Sincerely,

Donald Rockwell Kirk  
Superintendent

# **EXHIBIT “B”**

## **Lake Travis ISD superintendent resigns**

*Board to appoint interim, begin search for permanent superintendent*

Donald Rockwell ‘Rocky’ Kirk has announced his resignation as Superintendent of Schools for the Lake Travis Independent School District (LTISD) for personal reasons, effective July 31<sup>st</sup>. The LTISD Board of Trustees officially accepted his resignation at a special called meeting held July 7 at the District’s Educational Development Center. Dr. Kirk was not present at the meeting.

According to LTISD Board president Jason Buddin, an agreement was reached between the Board and Dr. Kirk which allows Dr. Kirk the ability to pursue other interests and permits the Board to proceed with hiring another superintendent. Dr. Kirk had served as LTISD’s superintendent since July 2002.

“Accepting Dr. Kirk’s resignation is difficult to do,” said Mr. Buddin. “However, the Board has come to an agreement with Dr. Kirk, one which he and the Board believe is in our respective best interests and is in the best interest of the District. Dr. Kirk has been an incredible leader and ambassador for us. During his tenure here, the District experienced unprecedented growth and success, both in and out of the classroom. Much of Dr. Kirk’s time and attention was focused on creating conditions that supported students, teachers, staff, parents and the entire Lake Travis community. He worked hard to protect and enhance the financial integrity of the District as well as promote the interests of the District in the legislative arena. But perhaps Dr. Kirk’s greatest strength was his unique ability to assemble the stellar administrative team we have in place today. By far, these men and women are the most competent and hardest-working professionals to be found in any school system in the country. On behalf of my colleagues on the Board, I thank Dr. Kirk for his contributions to our exemplary district and wish him the very best in his future endeavors.”

“I have been truly blessed to have been a part of the LTISD family,” said Dr. Kirk. “I thank the past and present members of the Board of Trustees I served alongside for the opportunity to contribute here, as well as our administration, teachers, staff, parents and the entire Lake Travis community for their support of me and our students during the past nine years. LTISD has much to be proud of, and I know in my heart that this district will only continue to prosper.”

During Dr. Kirk’s tenure at LTISD, the District’s enrollment has grown by approximately 52 percent, from 4,600 students to 7,000 students. During the same period, as a result of two voter-approved bonds totaling more than \$163 million, the number of square feet added in District facilities has increased by approximately 41 percent. Additionally, since 2002, LTISD has achieved unprecedented success, both in its academic and extracurricular programs. In 2010, LTISD earned an Exemplary rating from the Texas Education Agency.

The LTISD Board is expected to appoint an interim superintendent as well as select a search firm who will assist with recruiting qualified candidates for superintendent at a special called meeting scheduled for 8:30 a.m., Monday, July 11 at the District’s Educational Development Center.

For more information, contact the Lake Travis ISD Office of Communications at (512) 533-6046.