

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

**RESIGNATION AND RELEASE AGREEMENT**

1. This Resignation and Release Agreement and Full and Final Release of All Claims (hereinafter "Resignation and Release Agreement" or "Agreement") is made and entered into by and between the following parties: Dr. Gary Wrinkle (hereinafter "Wrinkle"), and the Lake Travis Independent School District (hereinafter "District"). Wrinkle and the District may be referred to collectively as "the parties."

2. The parties to this Resignation and Release Agreement acknowledge that Wrinkle intends to actively seek employment outside the District and that the District had intended to not extend Wrinkle's current two-year contract. The parties have reached agreement that, upon receipt by the Superintendent of Wrinkle's written resignation effective June 30, 2005, the District's administration will recommend to the District's Board of Trustees, at a meeting of the Board on April 5, 2004, that Wrinkle's current two-year term contract be extended for one additional year. The parties acknowledge and Wrinkle agrees that the District may reassign administrative duties as provided in Wrinkle's contract with the District at any time prior to the effective date of Wrinkle's resignation on June 30, 2005. The parties agree that, should Wrinkle accept employment outside the District prior to June 30, 2005, Wrinkle will submit and the District will accept Wrinkle's written resignation effective on a date to be agreed upon by the parties.

3. This Resignation and Release Agreement shall not be construed as an admission of liability or of any wrongful act or omission by any party, such liability and wrongdoing being expressly denied by the parties. Rather, the parties to this Resignation and Release Agreement mutually acknowledge and represent that this is a compromise in resolution of any potential disputed claims to avoid the uncertainty, time, and expense of any potential litigation.

4. In consideration of the premises and mutual promises contained herein, Wrinkle and the District mutually acknowledge, represent, and expressly agree to enter into a full and complete settlement and release of all disputed claims and controversies which are the subject of and related to Wrinkle's employment or resignation from employment with the District and/or which involve any actions, failures to act, events or circumstances related to Wrinkle's employment with the District up to the date of this Resignation and Release Agreement. Wrinkle and the District voluntarily and knowingly enter into and execute this Resignation and Release Agreement with the express intention of extinguishing all claims designated in this Resignation and Release Agreement. It is agreed as follows:

- 4.1 By execution of this Agreement, Wrinkle submits his nonrescindable resignation from his employment with the District effective on June 30, 2005, and the District hereby accepts said nonrescindable resignation. After Wrinkle ends his employment, the District will provide Wrinkle with all documents related to benefits as required by law.
- 4.2 The District administration will recommend to the District's Board of Trustees at a meeting on April 5, 2004, that Wrinkle's current two-year contract be extended by one year, thus making the last date of the new contract June 30, 2006. All parties understand that Wrinkle's resignation under this Agreement will be effective June 30, 2005, thus eliminating the final year of employment under the extended contract. The District shall pay to Wrinkle all monthly salary due under his contract with the District, minus any required withholdings and deductions, accrued and payable through no later than June 30, 2005 in compromise and settlement of all claims. However, in the event Wrinkle that secures employment elsewhere prior to June 30, 2005, the District shall pay to Wrinkle all monthly salary, less any required withholdings and deductions, accrued and payable through the last date of his employment with the District. Said payment shall be made at the time and on such date as employee salary checks are issued each month and shall be made in the usual manner by which payment has been made to Wrinkle in the past. Wrinkle agrees to provide the District with any change of address during the period in which payment is made.
- 4.3 The District agrees that Wrinkle's official personnel file with the District shall include only those standard documents, such as copies of teaching certificates, service records, transcripts, and contracts. There will be no documentation placed in Wrinkle's official personnel file regarding the incidents made the basis of this Agreement in any form. All documents related to the basis of this Agreement, including this Agreement, will be retained by the District in a separate confidential administrative file. The contents of the confidential administrative file will not be disclosed to third parties or made public except as required by any law governing the District, or by subpoena or court order, or by an administrative agency.
- 4.4 To the extent the District has provided insurance coverage to protect its employees, and only to the extent that Wrinkle's conduct is covered by said insurance policy, if a lawsuit is pending or threatened by a third party against Wrinkle for Wrinkle's work-related conduct, the District will not prevent Wrinkle from accessing the benefits of said insurance coverage. Wrinkle agrees to cooperate fully with the District in the defense of any claim, actions, causes of action or suits in law or equity which may be brought by third parties against the

District and/or Wrinkle arising out of or related to Wrinkle's work-related conduct.

- 4.5 The District hereby fully releases, discharges, acquits, and covenants not to sue Wrinkle, his agents, attorneys, representatives, and successors in interest or assigns, from all claims, demands, actions, or causes of action, known or unknown to the District, arising out of Wrinkle's employment or work-related conduct while employed by the District, which exist at the time of execution of this Agreement.
- 4.6 The Superintendent, Dr. D. Rockwell Kirk, will provide a letter of reference for Wrinkle upon request. Wrinkle agrees to refer all prospective employers to Dr. Kirk. The District shall not be responsible for any responses to requests for references which are not directed to Dr. Kirk.

5. In consideration of the terms specified in this Resignation and Release Agreement, Wrinkle knowingly and voluntarily agrees to irrevocably and unconditionally RELEASE, ACQUIT, AND FOREVER DISCHARGE the District, its past, present, and future elected officials or trustees, employees, attorneys, representatives, officers, agents, and successors or assigns, all in both their official and individual capacities, from all past and present obligations, contract rights, damages, losses, personal injuries, rights to compensation, costs, expenses, fees, attorneys fees, including any claim for attorneys' fees, demands, actions, causes of action, suits in law or equity of whatsoever kind or nature, including but not limited to any grievances, administrative review, Texas Commission on Human Rights Act (TCHRA), Office of Civil Rights (OCR) and/or Equal Employment Opportunity Commission (EEOC) complaints, and declaratory judgment, for damages or any type of relief, under common law, federal and state constitutional and statutory law, administrative regulation, or otherwise, known or unknown, direct or derivative, existing or to exist, which are or may be related to Wrinkle's employment with or subsequent resignation from the District. It is the intent of Wrinkle to release all claims of any kind or character that he might have against the District, its employees, agents, trustees or representatives, which are or may be related to Wrinkle's employment with or subsequent resignation from the District.

6. Wrinkle hereby further agrees and covenants not to sue or commence any action after the date of this Resignation and Release Agreement against the District and/or against any of the past, present and future legal representatives, agents, attorneys, owners, trustees, directors, officers, employees, receivers, conservators, administrators, affiliates, subsidiaries, sureties, executors, insurers, heirs, successors and assigns, as the case may be, all in both their official and individual capacities, relating to or involving in any way whatsoever any claims related to Wrinkle's employment or resignation from employment with the District or in any way involving acts, failures to act, events or circumstances to which Wrinkle was allegedly subjected while he was an employee of the District, up to the date of this Resignation and Release Agreement.

7. Wrinkle represents that he has not assigned or transferred, or purported to assign or transfer, any claim or potential claim released hereunder or any portion thereof, or interest therein, to any person, and agrees to indemnify, defend, and hold harmless those in whose favor this release is given from and against any and all claims based upon or arising out of any such assignment or transfer.
8. The parties have negotiated this Resignation and Release Agreement in full knowledge of the parties' potential claims and intend said Agreement to settle and finally dispose of all claims by the parties arising out of the parties' employment relationship, whether known or unknown, existing at the time of execution of this Agreement.
9. The parties mutually acknowledge that the terms contained in this Resignation and Release Agreement constitute the entire agreement between the parties and supersede any and all prior understandings, agreements, or arrangements between the parties on all subjects in any way related to the parties' employment relationship. No oral understandings, statements, promises, or inducements exist that are contrary to or consistent with the terms of this Resignation and Release Agreement. This Resignation and Release Agreement is not subject to any modification, waiver, or addition that is made orally. This Resignation and Release Agreement is subject to modification, waiver, or addition only by means of a writing signed by all parties. This Resignation and Release Agreement is to be subject to interpretation under the laws of the State of Texas. The parties represent and acknowledge that, in executing this Resignation and Release Agreement, they do not rely on any representation, promise or agreement not contained herein.
10. The parties shall bear their own costs and expenses incurred in this proceeding.
11. This Resignation and Release Agreement may be executed in one or more counterparts, and so executed shall be deemed one Agreement, notwithstanding the fact that not all parties may be signatories to the original or same counterpart.
12. The parties represent and warrant that their undersigned authorities have full authority to enter into this Resignation and Release Agreement and to bind the parties, their successors, heirs, assigns, and agents.
13. This Resignation and Release Agreement shall be construed without regard to the identity of the person or persons who drafted the provisions contained herein. Each and every provision of said Agreement has been reviewed by each party, and each party has participated equally in the settlement process. As a result, each and every provision of said Agreement shall be construed as if each party hereto participated equally in the drafting hereof. Any rule of construction that the document is to be construed against the drafting parties shall not be applicable to said Agreement.

14. The parties declare, represent and acknowledge that, prior to the execution of this Resignation and Release Agreement, they apprised themselves of sufficient relevant data, either through attorneys, experts or other sources of their own selection, in order that they might intelligently exercise their own judgment in deciding whether to execute said Agreement. The parties further declare and represent that their decision to enter into said Agreement was not predicated upon or influenced by any declarations, representations or promises of one another or any of their respective trustees, officers, employees, agents, representatives, attorneys or any other individual, partnership, corporation or entity in any way connected or associated with or alleged to be connected or associated with one another, except those expressly set out herein. **FINALLY, THE PARTIES DECLARE, REPRESENT, WARRANT AND ACKNOWLEDGE THAT THEY HAVE READ THIS RESIGNATION AND RELEASE AGREEMENT IN ITS ENTIRETY AND EXECUTE SAID AGREEMENT VOLUNTARILY, AFTER HAVING THE OPPORTUNITY TO RECEIVE ADVICE OF COUNSEL, WITH AND UPON FULL KNOWLEDGE AND UNDERSTANDING OF THE CONTENTS, TERMS, SIGNIFICANCE, FORCE AND EFFECT OF THE PROVISIONS OF SAID AGREEMENT, WHICH KNOWLEDGE, UNDERSTANDING AND OPPORTUNITY FOR ADVICE OF COUNSEL ARE ACKNOWLEDGED BY THE EXECUTION HEREOF.**

15. Finally, the parties expressly acknowledge and agree that nothing in this Resignation and Release Agreement is meant to waive, release or extinguish any right on the part of any of the parties hereto to seek, by appropriate legal proceeding or action, the enforcement of said Agreement or the recovery of any and all damages caused by any breach of said Agreement, including but not limited to any attorneys' fees, court costs, witness expenses and other expenses and/or costs paid or incurred in connection with any such legal proceeding or action. If any such legal proceeding or action is instituted, the prevailing party or parties shall be entitled to recover from the non-prevailing party or parties all such attorneys' fees, costs and expenses. However, prior to the institution of any such legal proceeding, the parties agree to attempt to resolve any dispute arising from or with regard to the interpretation or performance of this Settlement and Release or any of its provisions through mediation.

APPROVED AND AGREED TO:

  
\_\_\_\_\_  
Dr. Gary Wrinkle  
Employee

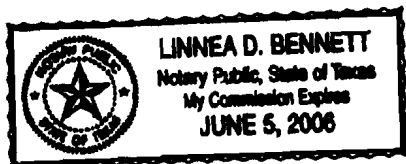
4/05/04  
\_\_\_\_\_  
DATE

STATE OF TEXAS            §

COUNTY OF TRAVIS       §  
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BEFORE ME, the undersigned authority, on this day personally appeared Gary Wrinkle, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 5 day of April, 2004.



Linnea Bennett  
Notary Public, State of Texas  
Printed Name: Linnea Bennett  
My Commission Expires: June 5, 2008

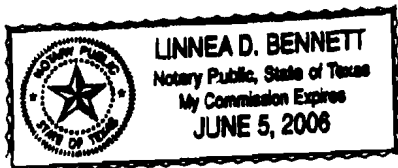
Dr. D. Rockwell Kirk  
Dr. D. Rockwell Kirk  
Superintendent of Schools  
Lake Travis Independent School District

April 4, 2004  
DATE

STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS   §

BEFORE ME, the undersigned authority, on this day personally appeared Dr. D. Rockwell Kirk, Superintendent of Schools, Lake Travis Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 5 day of June, 2004.  
April 26



Linnea Bennett  
Notary Public, State of Texas  
Printed Name: Linnea Bennett

My Commission Expires: June 5, 2006