

## VOLUNTARY SEPARATION AGREEMENT AND RELEASE

STATE OF TEXAS                   §  
COUNTY OF DALLAS         §

KNOW ALL MEN BY THESE PRESENTS:

THIS VOLUNTARY SEPARATION AGREEMENT (“Agreement”) is made by and between the **GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT** (“District”), a political subdivision of the State of Texas, acting by and through its Board of Trustees (“Board”) and **DR. JORGE ARREDONDO** (“Arredondo”). The Agreement is the final agreement between the District and Arredondo, and it controls the contractual employment relationship between the parties hereto after the date of the Agreement.

**WHEREAS**, Arredondo is currently employed as Superintendent by the District under a Grand Prairie Independent School District Contract of Employment for Superintendent, dated July 1, 2024, as amended (the “Contract”); and

**WHEREAS**, the current term of the Contract shall expire on June 30, 2027; and

**WHEREAS**, Arredondo and the Board have reached a mutually acceptable agreement for Arredondo to resign his position as Superintendent of the District effective at 11:59 p.m., March 31, 2025; and

**WHEREAS**, the Board concludes that this Agreement will serve a legitimate purpose related to the educational mission of the District;

**WHEREAS**, it is strictly the voluntary act of Arredondo to voluntarily resign his employment as Superintendent of the District because Arredondo believes it will be in his best interest and that of the District to voluntarily resign his position as Superintendent of the District effective at 11:59 p.m., March 31, 2025.

## WITNESSETH:

**NOW, THEREFORE**, in consideration of the recitals, terms, conditions and mutual covenants herein, the parties hereto do hereby agree as follows:

1. Arredondo does hereby voluntarily submit his resignation as the Superintendent effective at 11:59 p.m. March 31, 2025, and the Trustees do hereby accept his resignation as Superintendent effective at 11:59 p.m. March 31, 2025 ("Resignation Date"). Contemporaneously with the signing of this Agreement, Employee hereby submits a final and irrevocable written resignation from his contract and employment with the District effective March 31, 2025, in the form set out as Exhibit A attached hereto and incorporated for all intents and purposes. The Board and Arredondo agree that Arredondo will be on a Board-approved paid leave of absence through the Resignation Date. Notwithstanding anything to the contrary contained herein, Arredondo shall be paid his full, non-prorated salary and benefits according to the terms stated in his Contract through the Resignation Date.

2. The District will not hold a hearing on any pending grievances. Arredondo will withdraw pending grievances upon execution of this agreement.

3. In consideration of Arredondo voluntarily resigning his position as Superintendent of the District, the District shall pay Arredondo, on or before March 31, 2025, the sum of THREE HUNDRED FIFTY-FIVE THOUSAND THREE HUNDRED TWENTY-FOUR AND 28/100 DOLLARS (\$355,324.28) ("Total Severance Payment"). The Total Severance Payment shall be paid as follows:

(a) On or before March 31, 2025, THREE HUNDRED FIFTY-FIVE THOUSAND THREE HUNDRED TWENTY-FOUR AND 28/100 DOLLARS (\$355,324.28) shall be paid jointly to Arredondo and Lynn Pinker Hurst & Schwegmann, LLP, and delivered to Lynn Pinker Hurst &

Schwegmann, LLP, ATTN: Mary Nix, 2100 Ross Avenue, Suite 2700, Dallas,  
Texas, 75201.

5. The District shall take all necessary measures, including, without limitation, making all budget amendments, if any, to authorize payment of the Total Severance Payment in accordance with the terms of this Agreement. Notwithstanding anything herein to the contrary, if the District fails to timely make the Total Severance Payment in the manner as specifically set forth herein, Arredondo shall be entitled to recover from the District any and all reasonable costs, expenses and attorney's fees incurred by Arredondo to enforce the provisions of the Agreement regarding the Total Severance Payment, in addition to any other relief Arredondo shall be entitled to recover.

6. On or before 5:00 p.m., January 31, 2025, Arredondo shall return to District all keys, laptop computer, and any other property of the District in Arredondo's possession as it relates to Arredondo's employment as the Superintendent of the District.

7. At a time to be mutually agreed upon by and between Arredondo and the District, but in any event no later than 5:00 p.m., January 31, 2025, Arredondo agrees to remove his personal effects and property from the Superintendent's office.

8. The District shall defend, hold harmless and indemnify Arredondo in accordance with Section 8 of the Contract. The District's obligations under this Section 8 and Section 8 of the Contract shall continue after Arredondo's resignation for qualifying acts or failures to act occurring during the term of Arredondo's employment by the District.

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

10. After March 31, 2025, Arredondo agrees to provide assistance to and cooperate with the District, its Board, Trustees, agents, and attorneys in response to, or in defense of, any demand,

claim, complaint, suit, action or legal proceeding brought against the District, Board, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of Arredondo's employment with the District, at no additional expense to the District other than reimbursement to Arredondo for his documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Arredondo by virtue of his taking time off from his then current employment to assist the District at its request. If Arredondo is not employed at the time, the District shall compensate him at Arredondo's daily rate of pay, calculated by dividing his salary under the Contract by 226. Requests for assistance from Arredondo 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 Arredondo shall be mutually agreed upon in advance. Arredondo's availability and consultation, under the terms and conditions of this Section 10, will be subject to any reasonable request for consultation not interfering with Arredondo's then-current employment.

11. Expressly as part of the consideration of this Agreement, Arredondo 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 Arredondo had, has, or which may hereafter accrue on account of or in any way growing or arising out of Arredondo's employment relationship with District, relationship with the District's Board and/or each and every Board Member (both individually and in the Board Members' official capacities) past and present, the investigation process and procedures, and/or the statements made publicly and/or privately by the District's Board and/or each and every Board Member (both individually and in the Board Members'

official capacities). **This release shall be effective upon the full and complete performance of Board and District with all of the terms and conditions contained in this Agreement.** Without in any way limiting the scope of this release, Arredondo intends to release any claims made by Arredondo for personal embarrassment, mental and physical strain and injury, defamation, disparagement, violations of his due process rights, and for damages to his reputation and career, and any other rights which Arredondo 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, § 1981, and 1988, Title VII of the Civil Rights Act of 1964 and 1991, the Worker Adjustment and Retraining Act, the Age Discrimination in Employment Act of 1967 (as amended), 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, the Older Workers Benefit Protection Act, the Family Medical Leave Act, the Equal Pay Act, Executive Order number 11246, the Texas Labor Code, the Texas Commission on Human Rights Act, the Employee Retirement Income Security Act, the Sarbanes-Oxley Act of 2002, the Immigration Reform and Control Act, the National Labor Relations Act, the Occupational Safety and Health Act, the Lily Ledbetter Fair Pay Act, Texas wage and hour laws, and any common law claims that were raised or could have been raised by Employee on or before the execution of this Agreement, and arising from Employee's employment by the District and/or his resignation from employment with the District, unless otherwise prohibited by law, or any other claims for personal injury, monetary damages, back pay, front pay, benefits, compensatory damages, punitive damages, liquidated damages, attorneys' fees and any other form of personal relief 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 (individually and collectively) likewise totally and completely, fully and finally, RELEASE, ACQUIT and FOREVER DISCHARGE Arredondo, 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, Board and/or Trustees (individually and collectively) had, has, or which may hereafter accrue on account of or in any way growing or arising out of Arredondo's employment relationship with District and/or relationship with the Board and/or each and every one of the Trustees past and present excluding, however, those claims or any causes of action where it is determined that Arredondo 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.

Within fourteen (14) days after all parties execute this Agreement, Arredondo and the District will jointly dismiss the pending litigation between them and Arredondo will advise the EEOC that he has entered into this Agreement.

Arredondo expressly covenants and agrees not to sue or participate, unless required by court order, in any future federal or state judicial or state administrative proceeding against the District or its Board, Trustees, 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, and further expressly agrees, unless otherwise prohibited by law, not to make any reports or claims regarding Board member or District employee conduct committed prior to the execution of this Agreement, to any federal or state agency or tribunal, unless such action would be prohibited by law. Employee further expressly agrees to withdraw or dismiss with prejudice, any pending reports or claims that he has filed or asserted against the District, its Board of Trustees, the individual members thereof, its employees, agents, attorneys and any other person acting on behalf of the Board of Trustees or the District, with any judicial or administrative body in any forum whatsoever, including, but not limited to, the Texas Education

Agency, the Texas Commission on Human Rights, the State Board for Educator Certification, or any court in any jurisdiction, and specifically waives his right to recovery for any action he has filed with the Equal Employment Opportunity Commission ("EEOC") and/or the Texas Workforce Commission ("TWC"), or that the EEOC/TWC has brought on his behalf.

Employee hereby acknowledges that he knowingly and voluntarily enters into this Agreement and as such, WAIVES and RELEASES any claims he may have under the Age Discrimination in Employment Act of 1967 ("ADEA").

(a) Employee acknowledges that the foregoing paragraph, setting out Employee's waiver and release of claims, including those arising under the Age Discrimination in Employment Act, are an integral part of this Agreement, and that such paragraph and this entire Agreement are written in plain English, understandable by Employee. (Employee's initials JA).

(b) Employee acknowledges that it is his understanding that this waiver and release of age claims waives Employee's rights and claims that may arise under the Age Discrimination in Employment Act and meets the requirements set out in the Older Workers Benefit Protection Act of a valid and binding waiver and release. (Employee's initials JA).

(c) Employee acknowledges that this waiver and release of age claims does not attempt to require a waiver of his rights or claims under the Age Discrimination in Employment Act that may arise after the date that this Agreement is signed. (Employee's initials JA).

(d) Employee acknowledges that he has received sufficient and valuable consideration for his waiver of rights and claims that may arise under the Age Discrimination in Employment Act over and above anything of value to which Employee is already entitled. (Employee's initials JA).

(e) Employee acknowledges that this Agreement advises him to consult with an attorney before signing this Agreement, and he has, in fact, had an opportunity to do so. (Employee's initials JA).

(f) Employee acknowledges that he has been given at least twenty-one (21) days within which to consider this Agreement, including the waiver and release of age claims, prior to signing this Agreement. However, any revisions to this Agreement, whether material or immaterial, do not restart the running of the twenty-one (21) day review period. (Employee's initials JA).

(g) Employee acknowledges that he shall be given seven (7) days after signing this Agreement to rescind, revoke, or cancel this Agreement, and that he received a Rescission Notice for this purpose with this Agreement. Employee also acknowledges and agrees that if he should rescind, revoke, or cancel this Agreement within the seven (7) day period specified, this Agreement will be null and void and that the Agreement shall not be effective until the seven-day revocation period has been exhausted (the "Effective Date"). (Employee's initials JA)

The District, Board and each and every one of its 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 Arredondo his agents or attorneys, related to or concerning Arredondo's employment with the District, his resignation of employment, his filing of lawsuit, his grievance, or his filing of a complaint with the EEOC or other administrative agency.

Furthermore, the District and Board covenant and agree not to raise, prosecute, or participate in any grievance, complaint, or other claim against Arredondo, 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 Arredondo 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.

The term, "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, Board and Arredondo 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 Arredondo 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.

13. The parties agree to issue a joint public statement attached hereto and incorporated herein by reference as **Exhibit "B"** (the "Joint Statement"). The Board, individually and collectively, do hereby agree that each of them shall refer any third-party inquiries regarding Arredondo's employment as an employee of the District and as the Superintendent of the District to the Agreement and Joint Statement, through the Board President.

14. Nothing in this Agreement should be construed to prevent Arredondo from requesting a personal reference, oral or written, from a District employee or Trustee, in their personal and individual capacity, or to prevent such District employee or Trustee from providing such a personal reference to Arredondo.

15. 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.

16. The Agreement is hereby deemed performable entirely in Dallas 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 Dallas County, Texas.

17. The Agreement may be executed in several identical counterparts, each of which shall be deemed an original for all purposes and all of which shall constitute one document. All the parties hereto further agree that they shall execute all documents necessary to affect the intent and purposes of the Agreement. Further, the Agreement supersedes 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.


18. The Board of Trustees have been authorized to execute this 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 February 3, 2025.

IN WITNESS WHEREOF, all the parties hereto have executed the Agreement in multiple originals to be effective from and after February 3, 2025.

**GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT**

By: , President  
Board of Trustees  
Grand Prairie Independent School District

**SUPERINTENDENT**

  
Dr. Jorge Arredondo, Superintendent  
Grand Prairie Independent School District