

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

FULL AND FINAL RESIGNATION AND SEPERATION AGREEMENT

The South San Antonio Independent School District ("SSAISD" or "District") and Dr. Alexandro M. Flores ("Superintendent" or "Flores") wish to resolve any disputes between the parties in a mutually satisfactory and beneficial manner. They voluntarily execute this Full and Final Resignation and Separation Agreement ("Agreement") with the express intention of settling and extinguishing all obligations, demands, claims, causes of action, and liability of whatever nature arising from Superintendent's employment with, resignation, and separation from SSAISD. This Agreement is entered into on behalf of SSAISD, its trustees, officers, employees, agents, attorneys, heirs, and successors, and Flores, his agents, attorneys, affiliates, heirs, and successors.

WHEREAS, Flores is currently employed as Superintendent by the District under a SSAISD Superintendent's Employment Contract beginning October 15, 2018 (the "Contract"); and

WHEREAS, the current term of the Contract shall expire on June 30, 2022; and

WHEREAS, Flores and the Board have reached a mutually acceptable agreement for Flores to resign his position as Superintendent of the District effective at 11:59 p.m., September 3, 2019; and

WHEREAS, it is strictly the voluntary act of Flores to voluntarily resign his employment as Superintendent of the District because Flores 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., September 3, 2019.

NOW THEREFOR, in consideration of the foregoing and the mutual promises and covenants set forth in this Agreement, the adequacy and sufficiency of which are hereby acknowledged by the parties, the District and Flores agree as follows:

1. Resignation: Flores hereby tenders his resignation as Superintendent of Schools, effective September 3, 2019 ("Resignation Date"). Flores's resignation letter shall be submitted to the Trustees at the specially called board meeting of September 3, 2019. See **Exhibit "A"** which is attached hereto and incorporated herein by reference. Notwithstanding anything to the contrary contained herein, Flores shall be paid his current full contractual salary and benefits through September 3, 2019. Flores's resignation will be irrevocable upon receipt and acceptance by the District. SSAISD hereby accepts this resignation.

2. Severance Payment: In consideration of Flores' voluntarily resignation from his position as Superintendent of the District, the District shall pay Flores on or before the Resignation Date, the sum of One Hundred Eighty-Seven Thousand Five Hundred Seventy-

seven and 50/100 Dollars (\$187,577.50), representing eleven month's salary and full contractual benefits under and pursuant to the Contract ("Settlement Payment"), by mailing the check for the Settlement Payment via Federal Express overnight delivery. The Settlement Payment shall be made payable jointly to Flores 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. All appropriate federal and employer withholding shall be deducted from the Settlement Payment. The Parties further agree that no TRS contribution will be deducted from the Settlement Payment. Any information that Flores may need from the District for tax purposes shall not be unreasonably withheld.

3. COBRA Continuation. From and after the Resignation Date the District shall pay the monthly health insurance premiums attributable to Flores' COBRA (Consolidated Omnibus Budget Reconciliation Act) Continuation health insurance until the earlier of (i) July 31, 2020, or (ii) the date upon which Flores becomes employed in another school district.

4. Release: Flores additionally agrees to release, forever discharge, and covenant not to sue, or bring any other legal or administrative action against SSAISD or any of its trustees, officers, employees, agents, attorneys, heirs, and successors with respect to any and all claims and causes of action of any nature, both past and present, known and unknown, foreseen and unforeseen, which Flores has or which could be asserted on his behalf by any other person or entity, resulting from or relating to any act or omission of any kind occurring on or before the date of the execution of this Agreement. Flores understands and agrees that this Release includes, but is not limited to, the following:

i. All claims arising from or related to Flores's employment with, or separation from, SSAISD; all claims under Texas law, including Texas common law, the Texas Labor Code, and Chapter 21 of the Texas Education Code; and all claims arising under federal law, including any claims under the Civil Rights Acts of 1964 and 1991, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Fair Labor Standards Act, the Family and Medical Leave Act, and the Older Workers Benefits Protection Act.

ii. Any and all claims for unpaid wages, overtime, bonuses, separation pay, or any other compensation or benefit arising from Flores' employment with and/or separation from SSAISD.

iii. All claims and causes of action for past or future loss of pay or benefits, expenses, damages for physical or mental injury, liquidated damages, punitive damages, compensatory damages, attorney's fees, court costs, interest, and any other injury, loss, damage or expense or any other legal or equitable remedy of any kind whatsoever.

Likewise SSAISD and its Board of Trustees agrees to release, forever discharge, and covenant not to sue, or bring any other legal or administrative action against Flores with respect to any and all claims and causes of action of any nature, both past and present, known and unknown, foreseen and unforeseen, which SSAISD has or which could be

asserted on its behalf by any other person or entity, resulting from or relating to any act or omission of any kind occurring on or before the date of the execution of this Agreement.

5. Indemnification: To the extent it may be permitted to do so by applicable law, SSAISD does hereby agree to defend, hold harmless, and indemnify Flores 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 Flores in his individual capacity or his official capacity as an employee and as Superintendent of the SSAISD, providing the incident(s) which is (are) the basis of any claim or lawsuit arose or does arise in the future while Flores, as Superintendent and as an employee of the SSAISD, was acting within the scope of Flores' employment with the SSAISD; excluding, however, those claims or any causes of action where it is determined that Flores 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 SSAISD or by Flores. The selection of Flores' legal counsel shall be made with the mutual agreement of Flores and SSAISD, which agreement will not be unreasonably withheld by either party. A legal defense may be provided through insurance coverage.

6. No Admission of Liability: Flores and the District agree and acknowledge that nothing contained in this Agreement constitutes an admission of wrongdoing by either party.

7. Joint Statement. The parties agree to issue a joint public statement. See **Exhibit "B"** which is attached hereto and incorporated herein by reference. Furthermore, Flores shall be provided a letter of reference signed by a member of the Board of Trustees, the form of which is attached hereto and incorporated herein by reference as **Exhibit "C."** Nothing in this Agreement should be construed to prevent Flores 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 Flores. The parties agree that there shall be no Summative Evaluation of Flores either before or after the Resignation Date.

8. Signatories: The parties expressly warrant that they are legally empowered and competent to execute this Agreement and that they have not and will not in the future assign, pledge, transfer, or otherwise convey any right, title, interest, or claim in this matter to any third party.

9. Cooperation of the Parties: The parties agree to cooperate fully to execute any supplementary documents necessary to effectuate this Agreement and to take all additional actions that may be necessary or appropriate to give force and effect to the terms and intent of this Agreement and which are not inconsistent with its terms.

10. No Assignment of Claims: The parties covenant and warrant that they have not assigned, transferred, or subrogated any portion of any claim they have or could have asserted in connection with Flores's employment with, or separation from, the District.

11. Construction: Flores expressly understands and agrees that the terms contained in this Agreement are contractual and not merely recitals, and that the provisions contained herein, and the consideration transferred are to compromise disputed claims, to avoid litigation, and buy peace. Each party and counsel have reviewed and approved this Agreement, and accordingly any presumption or rule of construction permitting ambiguities to be resolved against the drafting party shall not be employed in the interpretation or application of this Agreement.

12. Governing Law: Texas law shall govern the validity and interpretation of this Agreement insofar as federal law does not control. Venue shall be in Bexar County, Texas.

13. Entire Agreement and Severability: This Agreement contains the entire understanding between Flores and the District. This Agreement supersedes any prior written or oral agreements. This Agreement shall not be modified, amended, or terminated unless such modification, amendment, or termination is executed in writing by Flores and the District. If any single paragraph or clause of this Agreement should be found unenforceable, it shall be severed and the remaining paragraphs and clauses shall be enforced in accordance with the intent of this Agreement.

14. Other Representations: Flores hereby represents and certifies that he: (i) has carefully read all of this Agreement; (ii) understands its provisions; (iii) has not been influenced to sign this Agreement by any statement or representation by the District that is not contained in this Agreement; (iv) has had an opportunity to consult with his attorney prior to the execution of this Agreement; and (v) enters into this Agreement knowingly and voluntarily.

15. Time for Review of Agreement: Flores acknowledges that he has been advised of his right to consult with an attorney of his own choosing before executing this Agreement. Further, Flores acknowledges that he has been informed that he has a period of 21 days within which to consider this Agreement. Flores may execute (sign) this Agreement before the expiration of that 21-day period but is not required to do so. For a period of seven days following his execution (signing) of this Agreement, Flores may revoke this Agreement. This Agreement shall not become effective or enforceable until signed by the President of the District's Board of Trustees, and Flores, and the revocation period described in this paragraph has expired. Any revocation must be in writing and must be delivered within the seven-day revocation period to the District at the address identified in Paragraph 17.

16. Authority to Execute Agreement: Each of the undersigned parties represent that he or she is of legal age, is legally competent to execute this Agreement, and possesses the requisite legal authority.

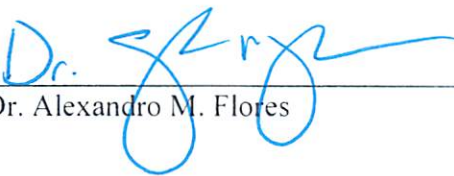
17. Notice: Notice under this Agreement must be in writing and may be delivered by hand delivery or by certified mail as indicated below:

South San Antonio Independent School District
5622 Ray Ellison
San Antonio, Texas 78242

Dr. Alexandro M. Flores
[REDACTED]
San Antonio, Texas [REDACTED]

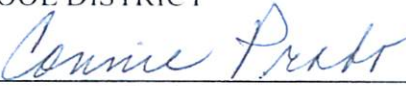
18. **Headings:** The headings in each paragraph herein are for convenience and reference only and shall be of no legal effect in the interpretation of the terms hereof.

ACCEPTED AND AGREED:

Dr. 
Dr. Alejandro M. Flores

9/3/19
Date

SOUTH SAN ANTONIO INDEPENDENT
SCHOOL DISTRICT

By: 
Connie Prado
President, Board of Trustees

9/3/19
Date



**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT**

5622 Ray Ellison Drive • San Antonio, Texas 78242 • (210) 977-7000 • Fax (210) 977-7021

September 3, 2019

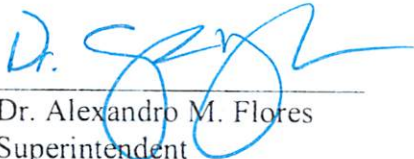
Connie Prado, President
Board of Trustees
South San Antonio Independent School District
5622 Ray Ellison
San Antonio, Texas 78242

Dear Mrs. Prado:

This letter is to inform you that I hereby submit my resignation as an employee and as Superintendent of the South San Antonio Independent School District, to be effective 11:59 p.m. September 3, 2019.

My resignation as the Superintendent and an employee of the South San Antonio Independent School District is tendered, subject to the parties execution of, and in accordance with, the terms, conditions and provisions of that certain Full and Final Resignation and Separation Agreement between the South San Antonio Independent School District and me effective the 3rd day of September, 2019.

Sincerely,



Dr. Alejandro M. Flores
Superintendent