

STATE OF TEXAS           §  
  §  
COUNTY OF WISE       §

### **RESIGNATION AND RELEASE AGREEMENT**

This Resignation and Release Agreement (hereinafter "Agreement") is made between Mike Fuller (also referred to as "the Employee") and Decatur Independent School District (also referred to as "Decatur ISD"). Decatur ISD and Employee may be referred to collectively as "the Parties."

1. For the consideration of Employee submitting upon execution of this Agreement his non-rescindable resignation with an effective date of February 28, 2022, and releasing Decatur ISD as set forth below, and other valuable consideration, Decatur ISD hereby agrees to take no further negative contract or other adverse employment action against Employee and to allow Employee to remain on paid administrative leave until the effective date of his resignation on February 28, 2022, or sooner if Employee begins full-time employment with another employer which participates in the Teacher Retirement System (hereinafter "TRS") before that date. In the event that Employee begins full-time employment with another TRS employer sooner than February 28, 2022, then his paid administrative leave with Decatur ISD will terminate upon the date that he begins other TRS employment. The Parties agree that Employee will no longer receive any travel or other stipends during this period of administrative leave, and he will receive any general raise that may be given to all District employees during this period of administrative leave.
2. For the consideration of Decatur ISD allowing Employee to remain on paid administrative leave and taking no further negative contract or other adverse employment action against him, Employee hereby submits his resignation, and hereby resigns all and any future employment with Decatur ISD effective February 28, 2022 or sooner if Employee begins full-time employment with another employer which participates in the Teacher Retirement System (hereinafter "TRS") before that date. Upon execution of this Agreement, Employee's resignation is hereby accepted on behalf of Decatur ISD, and is nonrescindable. Employee agrees that no further action of the Board of Trustees is required to effect his resignation from all or any employment with Decatur ISD.
3. Employee will direct any and all employment inquiries from prospective employers to Dr. Joe Coburn, and Dr. Coburn will respond to those inquiries.
4. For valuable consideration, the receipt of which is hereby acknowledged, Employee, to the fullest extent permitted by law, releases and discharges Decatur ISD, its past, present, and future trustees, employees, representatives, and assigns, all both in their individual and in their official capacities, from all claims, causes

of action, rights and obligations arising under common law or under federal or state constitutions or laws and relating to, arising out of or regarding any acts or events occurring before the date of execution of this Agreement by the Parties.


5. For valuable consideration, the receipt of which is hereby acknowledged, Decatur ISD, and its trustees, all both in their individual and in their official capacities, to the fullest extent permitted by law, release and discharge Employee from all claims, causes of action, rights and obligations arising under common law or under federal or state constitutions or laws and relating to, arising out of or regarding any acts or events occurring before the date of execution of this Agreement by the Parties.
6. Employee further agrees, to the fullest extent permitted by law, to refrain from instituting, prosecuting, pressing, or in any way aiding in the institution or prosecution of any lawsuit, claim, action, grievance, appeal or administrative proceeding against Decatur ISD, its past, present and future trustees, employees, representatives, and assigns, both in either their individual or in their official capacities, for any claim or cause of action regarding, relating to or arising from any acts or events occurring before the date of execution of this Agreement by the Parties. It is the express and unequivocal intent of Employee to release, to the fullest extent permitted by law all claims of any kind or character whatsoever that Employee has or might have against Decatur ISD, its employees, agents, trustees or representatives, whether current or former, all both in their official and in their individual capacities, up to and including the date of the Parties' execution of this Agreement. The Parties expressly agree that nothing in this Agreement prohibits Employee from filing an administrative charge or complaint with the EEOC, or from participating in or assisting the EEOC in the investigation or processing of any such administrative charge. However, in the event Employee files or in any way participates in any charge, complaint, administrative investigation or administrative proceeding, Employee hereby waives and releases Employee's right to recover monetary damages in any charge, complaint, administrative proceeding or lawsuit filed by Employee or by any person or entity on Employee's behalf.
7. Decatur ISD, and its trustees, all both in their individual and in their official capacities, further agree, to the fullest extent permitted by law, to refrain from instituting, prosecuting, pressing, or in any way aiding in the institution or prosecution of any lawsuit, claim, action, grievance, appeal or administrative proceeding against Employee for any claim or cause of action regarding, relating to or arising from any acts or events occurring before the date of execution of this Agreement by the Parties. It is the express and unequivocal intent of Decatur ISD, and its trustees, all both in their individual and in their official capacities, to release, to the fullest extent permitted by law all claims of any kind or character whatsoever that they have or might have against Employee, up to and including the date of the Parties' execution of this Agreement.

8. In the event Employee violates the terms of the waivers, releases and discharges contained in this Agreement, then Employee shall defend, hold harmless and indemnify Decatur ISD, its past, present and future trustees, employees, representatives, and assigns, all in both their individual and in their official capacities, from all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal or administrative proceedings brought by, through, under, or in the name of, or on behalf of Employee arising from or in any way related to any claim or cause of action regarding, relating to or arising from any acts or events occurring before the date of execution of this Agreement by the Parties, including but not limited to any and all costs incurred to defend against any such claims, charges, administrative proceedings or suits brought by, through, under, or in the name of Employee.
9. In the event Decatur ISD violates the terms of the waivers, releases and discharges contained in this Agreement, then Decatur ISD shall defend, hold harmless and indemnify Employee from all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal or administrative proceedings brought by, through, under, or in the name of, or on behalf of Decatur ISD arising from or in any way related to any claim or cause of action regarding, relating to or arising from any acts or events occurring before the date of execution of this Agreement by the Parties, including but not limited to any and all costs incurred to defend against any such claims, charges, administrative proceedings or suits brought by, through, under, or in the name of Decatur ISD.
10. Venue for any dispute arising out of this Agreement shall be the state district court for Wise County.
11. This Agreement is not and shall not be construed as an admission by either Party of any allegation, assertion, or conclusion regarding the employment or cessation of employment of Employee with Decatur ISD.
12. This document is the final agreement of the Parties. The Parties are not relying on any representations or promises between the Parties other than those set out in this Agreement. This Agreement constitutes the entirety of the understanding between all the Parties hereto. This Agreement shall be binding upon all the Parties hereto, their respective heirs, executors, administrators, successors and assigns. If any part of this Agreement is found to be unenforceable, the other parts shall remain fully valid and enforceable.

The Parties have made and executed this Agreement on the dates stated below.

Date: June 20, 2021

By:

  
MIKE FULLER, Employee

Date: June 21, 2021

For: DECATUR INDEPENDENT SCHOOL  
DISTRICT

By:

A handwritten signature in black ink, appearing to read 'THH', is written over a horizontal line.

THOMAS HOUCHIN, President  
Board of Trustees