RETIREMENT AGREEMENT AND RELEASE

THIS RETIREMENT AGREEMENT AND RELEASE ("Agreement") is made by and between the PROSPER INDEPENDENT SCHOOL DISTRICT ("District"), a political subdivision of the State of Texas, acting by and through its Board of Trustees ("Board" or "Trustees") and Dr. Drew Watkins ("Watkins") (each individually a "Party" and collectively the "Parties"). This Agreement is the final agreement between the District and Watkins and, except as otherwise stated herein, it controls the contractual employment relationship between the parties hereto after the date of the Agreement.

WHEREAS, Watkins is currently employed as Superintendent by the District under a Superintendent's Employment Contract executed on [January 20, 2020], as amended (the "Contract");

WHEREAS, the current term of the Contract shall expire on June 30, 2025;

WHEREAS, Watkins announced, and the Board accepted, his resignation as Superintendent effective July 31, 2020. Further Watkins announced his retirement from the District effective June 30, 2021 ("Effective Date"); and

WHEREAS, Watkins authorized the Board to employ a new Superintendent for Watkins to mentor and train in the position of Superintendent of Schools from August 1, 2020 to the Effective Date.

WITNESSETH:

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

- 1. Watkins voluntarily submitted his resignation from the position of Superintendent effective at 11:59 p.m. on July 31, 2020. Watkins's resignation letter was submitted to the Trustees at the Board meeting of June 29, 2020, and the Board took action at that meeting to accept his resignation as Superintendent, as outlined herein.
- 2. From August 1, 2020 to the Effective Date, Watkins will serve as the Assistant to the Superintendent. In this position, Watkins agrees to respond to any and all requests for assistance from the Board of Trustees' President, any successor Superintendent, and/or legal counsel for the District.
- 3. Except as expressly stated herein to the contrary, Watkins shall be paid his full salary and benefits according to his Contract through the Effective Date, at which time all District's obligations to Watkins, financial or otherwise, will cease.
 - 4. If Watkins terminates his employment with the District prior to the Effective Date, for any reason, whether voluntary or involuntary, including but not limited to his death, Watkins shall be paid for

the days worked by him or the days of leave used by him prior to the termination in accordance with the District's normal payroll practices at the rate provided for in this Agreement computed pro rata up to the date of termination. The payments set forth herein will cease upon the termination of his employment with the District on the Effective Date.

- 5. Should Watkins be unable to perform any and/or all of the duties of his position of Assistant to the Superintendent by reason of illness, or accident, he may use any and/or all accumulated leave days during the period he is unable to perform the duties of the position.
- 6. Notwithstanding anything to the contrary, the District shall withhold applicable state and federal deductions and taxes to the extent required with respect to all payments made pursuant to this Agreement, and will make any payments to the Texas Teacher Retirement System as required. Watkins is responsible to pay any and all applicable federal and/or state taxes or assessments, if any, attributable to the payments made herein to him, except to the extent that any such taxes are withheld from any of such payments by the District. If Watkins fails to pay any required taxes or penalties with Respect to the amounts paid to him under this Agreement, Watkins agrees to indemnify and hold the District harmless from any claims, demands, deficiencies, levies, assessments, penalties or recoveries against the District by any government or entity for any amounts claimed due on account of Watkins's failure to pay any required taxes with respect to this Agreement.
- 7. On or before the Effective Date, Watkins shall return to the District all keys, credit cards, student records, official records of the District, if any, and other property, if any, of the District in his possession as it related to his employment as the Superintendent of the District. Watkins agrees to reasonably cooperate with the District regarding the provision of any information system passwords or other business operating information known only to Watkins. Watkins's District email account terminates on the Effective Date.
- 8. To the extent it may be permitted to do so by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Watkins from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceeding against Watkins in his individual capacity or his official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if Watkins is found to have committed official misconduct, committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith with malice, with conscious indifference, deliberate indifference, or reckless disregard, or with intent to violate a person's clearly established legal rights, or engaged in criminal conduct. Excluded are any costs,

fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Watkins. The selection of Watkins's legal counsel shall be with the mutual agreement of Watkins and the District if such legal counsel is not also District's legal counsel. It is within the District's discretion to select its own legal counsel under this provision unless otherwise required by the District's insurance carrier. The District may, at its sole option, comply with this paragraph by purchasing appropriate insurance coverage for Watkins or by including Watkins as a covered party under any errors and omissions insurance coverage purchased for protection of the Board and District professional employees, in which case Watkins's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. No individual Board member shall be personally liable for indemnifying and defending Watkins under this paragraph. The Board shall not be required to pay any costs of any legal proceedings in the event the Board and Watkins are adverse parties to each other in any such proceedings. The District's obligation under this Section shall continue after the termination of Watkins's Contract and this Agreement for qualifying acts or failures to act occurring during the term of Watkins's employment by the District. After the Effective Date, Watkins shall cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District at no additional expense to the District other than reimbursement to Watkins for his documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Watkins by virtue of him taking time off from his then current employment, to assist the District at its request. If Watkins is not employed, he will be compensated at his daily rate as set forth in Section 4 of this Agreement. Requests for assistance from Watkins 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 Watkins shall be mutually agreed upon in advance. To the extent this section exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly.

- 9. The District and Watkins do hereby agree to be responsible for and pay for each of their own attorneys' fees incurred by the District and Watkins in connection with the negotiation of this Agreement.
- CANNOT BE RELEASED UNDER APPLICABLE LAW, THE PARTIES AS DEFINED HEREIN, ON BEHALF OF THEIR PAST AND PRESENT HEIRS, ASSIGNS, AGENTS, REPRESENTATIVES, ATTORNEYS, EXECUTORS, AND ALL OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE OTHER PARTY, AS DEFINED HEREIN FROM ANY CLAIMS, OBLIGATIONS, DUTIES, LIABILITIES, AGREEMENTS, PROMISES, DAMAGES, EMPLOYEE PAY, FRONT PAY, COSTS, PENALTIES, INTEREST, FEES (INCLUDING WITHOUT LIMITATION

ATTORNEYS' FEES), LOSSES, EXPENSES AND DEBTS OF ANY KIND OR NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, DIRECT OR INDIRECT, ASSERTED OR UNASSERTED, LIQUIDATED OR UNLIQUIDATED (HEREINAFTER "OBLIGATIONS"), THAT THE PARTIES EVER HAD OR NOW HAVE ARISING OUT OF OR RELATING TO ANY ACT, OMISSION, OR EVENT THAT WHOLLY OR PARTIALLY OCCURRED OR FAILED TO OCCUR ON OR BEFORE THE EFFECTIVE DATE, INCLUDING WITHOUT LIMITATION, THE FOLLOWING:

- 10.1 CLAIMS AND OBLIGATIONS FOR WAGES AND BENEFITS INCLUDING, WITHOUT LIMITATION, SALARY, COMMISSIONS, HEALTH AND WELFARE BENEFITS, RELOCATION, SEPARATION PAY, SEVERANCE PAY, NOTICE PAY, PAID TIME OFF, BONUSES, OVERPAYMENT, EQUAL PAY, AND/OR COMPENSATION AND BENEFITS OF ANY KIND;
- 10.2 CLAIMS AND OBLIGATIONS FOR WRONGFUL DISCHARGE, BREACH OF CONTRACT (WHETHER EXPRESS OR IMPLIED), BREACH OF ANY IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING, LIBEL, RETALIATION, SLANDER, FRAUD, PROMISSORY ESTOPPEL, EQUITABLE ESTOPPEL, INVASION OF PRIVACY AND MISREPRESENTATION, DEFAMATION, VIOLATION OF PUBLIC POLICY, INTERFERENCE WITH CONTRACT OR PROSPECTIVE ECONOMIC ADVANTAGE, INTENTIONAL OR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, DURESS, LOSS OF CONSORTIUM AND NEGLIGENCE;
- 10.3 CLAIMS AND OBLIGATIONS FOR REIMBURSEMENT OF EXPENSES OF ANY KIND;
- CLAIMS AND OBLIGATIONS FOR DISCRIMINATION AND/OR HARASSMENT OF ANY KIND, 10.4 INCLUDING WITHOUT LIMITATION, THOSE ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, AGE, ANCESTRY, VETERAN STATUS, GENETIC INFORMATION, PREGNANCY, DISABILITY AND/OR HANDICAP, SEXUAL ORIENTATION OR PREFERENCE, FAMILIAL STATUS, AND ANY AND ALL CLAIMS AND OBLIGATIONS UNDER ANY FEDERAL, STATE, OR LOCAL LAW STATUTE, ORDINANCE, JUDICIAL PRECEDENT, OR EXECUTIVE ORDER AS ENACTED OR AMENDED, INCLUDING BUT NOT LIMITED TO CLAIMS AND OBLIGATIONS UNDER THE FOLLOWING STATUTES: TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, 42 U.S.C. §§ 2000E ET SEQ.; THE CIVIL RIGHTS ACT OF 1866, 42 U.S.C. § 1981; THE CIVIL RIGHTS ACT OF 1991; THE EQUAL PAY ACT, 29 U.S.C. § 206(D); THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT, 38 U.S.C. §§ 4301 ET SEQ.; THE AMERICANS WITH DISABILITIES ACT, 42 U.S.C. §§ 12101 ET SEQ.; THE GENETIC INFORMATION NON-DISCRIMINATION ACT, 42 U.S.C. §§ 2000FF ET SEQ.; THE REHABILITATION ACT, 29 U.S.C. § 794(D); THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT (WARN), 29 U.S.C. §§ 2101 ET SEQ.; THE FAIR LABOR STANDARDS ACT, 29 U.S.C. §203; THE AGE DISCRIMINATION IN EMPLOYMENT ACT (ADEA), 29 U.S.C. §§ 621 ET SEQ.; THE TEXAS COMMISSION ON HUMAN RIGHTS ACT, AND ANY COMPARABLE STATE OR LOCAL STATUTES AND ANY CLAIMS AND OBLIGATIONS FOR RETALIATION UNDER ANY OF THE FOREGOING LAWS;
- 10.5 CLAIMS AND OBLIGATIONS HAVING ANYTHING TO DO WITH WATKINS' EMPLOYMENT WITH OR RETIREMENT FROM DISTRICT;
- 10.6 CLAIMS AND OBLIGATIONS UNDER THE FAMILY AND MEDICAL LEAVE ACT, 29 U.S.C. §§ 2601 ET SEQ. FMLA);
- 10.7 CLAIMS AND OBLIGATIONS UNDER THE EMPLOYEE RETIREMENT AND INCOME SECURITY ACT OF 1974, 29 U.S.C. §§ 1001 ET SEQ. (ERISA);
- 10.8 CLAIMS AND OBLIGATIONS FOR VIOLATION OF WHISTLEBLOWER LAWS AND/OR RETALIATION CLAIMS AND OBLIGATIONS;
- 10.9 CLAIMS AND OBLIGATIONS UNDER ANY FEDERAL, STATE OR LOCAL STATUTE, REGULATION OR COMMON LAW;

- 10.10 CLAIMS AND OBLIGATIONS FOR DAMAGES OF ANY KIND, INCLUDING EMOTIONAL DISTRESS, PAIN AND/OR SUFFERING, COMPENSATORY AND/OR PUNITIVE DAMAGES; AND CLAIMS AND OBLIGATIONS FOR ATTORNEYS' FEES AND/OR COSTS.
- 11. THE PARTIES EXPRESSLY AGREE THAT THE GENERAL RELEASE COVERS NOT ONLY ANY AND ALL CLAIMS AND OBLIGATIONS THAT THE PARTIES HAS EVER HAD, NOW HAVE, OR MAY CLAIM TO HAVE AGAINST THE OTHER PARTY, BUT IT ALSO COVERS ANY CLAIMS AND OBLIGATIONS FOR A MONETARY RECOVERY ASSERTED ON THE PARTIES' BEHALF BY ANY THIRD PERSON, INCLUDING, WITHOUT LIMITATION, ANY GOVERNMENT AGENCY, AND THE PARTIES WAIVE ANY RIGHT TO ANY SUCH MONETARY RECOVERY. AS TO THE PARTIES EXPRESS RELEASE OF THIRD PERSONS NOT A SIGNATORY TO THIS AGREEMENT, THE PARTIES ACKNOWLEDGE AND AGREE THAT THE GENERAL RELEASE IS MADE FOR EACH OF THEIR EXPRESS BENEFIT AND USE.
- 12. THE PARTIES UNDERSTAND THAT THIS RELEASE EXTENDS TO, AND INCLUDES, ALL CLAIMS AND OBLIGATIONS WHETHER KNOWN OR UNKNOWN, THAT THE PARTIES MAY HAVE ALREADY ASSERTED OR RAISED, AS WELL AS CLAIMS AND OBLIGATIONS THAT HAVE NEVER BEEN ASSERTED OR RAISED. HOWEVER, THE PARTIES ARE NOT RELEASING ANY CLAIMS AND OBLIGATIONS OR WAIVING ANY RIGHTS THAT CANNOT BE RELEASED OR WAIVED UNDER APPLICABLE LAW.
- 13. Release of ADEA Claims: Watkins, by initials below, knowingly and voluntarily, unconditionally, and forever releases, acquits, and excepting claims and rights Watkins cannot lawfully waive, discharges District, as defined herein, of and from any and all claims and from any and all damages arising from claims related to Watkins' employment with District, known or unknown up to and including the Effective Date of this Agreement under the Age Discrimination in Employment Act ("ADEA Claims"), excepting claims Watkins cannot lawfully waive, as follows: (Please Initial)
 - WATKINS ACKNOWLEDGES AND UNDERSTANDS THE TERMS OF THIS AGREEMENT, SPECIFICALLY THAT THE TERMS INCLUDE A RELEASE OF CLAIMS OF AGE DISCRIMINATION UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, 29 U.S.C. § 621 ET SEQ. (THE "ADEA").
 - WATKINS RELEASES ALL ADEA CLAIMS ARISING UP TO, AND INCLUDING, THE EFFECTIVE DATE OF THIS AGREEMENT.
 - WATKINS ACKNOWLEDGES RECEIPT OF VALUABLE CONSIDERATION, GREATER THAN ANYTHING WATKINS IS CURRENTLY ENTITLED TO, IN EXCHANGE FOR WATKINS' RELEASE IN THIS AGREEMENT.
 - WATKINS ACKNOWLEDGES WATKINS HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY CONCERNING THE MEANING AND LEGAL SIGNIFICANCE OF THIS AGREEMENT AND THAT WATKINS HAS READ AND UNDERSTANDS THIS AGREEMENT AND IS KNOWINGLY AND VOLUNTARILY EXECUTING IT AFTER ADVICE OF COUNSEL.
 - WATKINS ACKNOWLEDGES THAT WATKINS WAS GIVEN THIS AGREEMENT FOR WATKINS' REVIEW ON THE DATE IT WAS EMAILED, PERSONALLY DELIVERED TO, OR

OTHERWISE PROVIDED TO WATKINS. WATKINS FURTHER ACKNOWLEDGES THAT WATKINS HAS BEEN PROVIDED WITH A PERIOD OF AT LEAST TWENTY-ONE (21) DAYS WITHIN WHICH TO REVIEW AND CONSIDER THE TERMS OF THIS AGREEMENT, AND WATKINS KNOWINGLY WAIVES THIS 21 DAY PERIOD.

- WATKINS UNDERSTANDS THAT WATKINS WILL HAVE SEVEN (7) DAYS IN WHICH TO REVOKE THIS AGREEMENT AFTER WATKINS SIGNS IT.
- WATKINS UNDERSTANDS THAT NOTHING IN THIS AGREEMENT PROHIBITS WATKINS FROM FILING A CHARGE OF DISCRIMINATION WITH THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (THE "EEOC"), NOR DOES ANYTHING IN THIS AGREEMENT PROHIBIT WATKINS FROM TESTIFYING, ASSISTING, OR PARTICIPATING IN AN INVESTIGATION, HEARING, OR PROCEEDING CONDUCTED BY THE EEOC. WATKINS FURTHER UNDERSTANDS THAT NOTHING IN THIS AGREEMENT AFFECTS THE RIGHTS OF THE EEOC, OR ANY OTHER STATE OR LOCAL AGENCY WITH SIMILAR RESPONSIBILITIES, TO ENFORCE THE ADEA, AND THAT NOTHING IN THIS AGREEMENT WILL BE USED TO JUSTIFY INTERFERING WITH THE PROTECTED RIGHT OF ANY EMPLOYEE TO FILE A CHARGE OR PARTICIPATE IN AN INVESTIGATION OR PROCEEDING CONDUCTED BY THE EEOC UNDER THE ADEA. HOWEVER, WATKINS WAIVES THE RIGHT TO ANY MONEY, RECOVERY, RELIEF, OR ANY OTHER BENEFIT ARISING OUT OF ANY SUCH PROCEEDING.
- WATKINS UNDERSTANDS THAT NOTHING IN THIS AGREEMENT CONSTITUTES A WAIVER OF CLAIMS THAT MAY ARISE AFTER THE EFFECTIVE DATE.
- 14. CONTINGENT UPON DISTRICT'S SATISFACTION AND PAYMENT OF ALL FINANCIAL OBLIGATIONS OWED TO WATKINS UNDER THIS AGREEMENT OR THAT ARE OTHERWISE OWED TO WATKINS THROUGH AND INCLUDING HIS RESIGNATION DATE (E.G., SALARY PAY THROUGH WATKINS' RESIGNATION DATE, REIMBURSEMENT OF EXPENSES INCURRED PRIOR TO WATKINS' RESIGNATION DATE), WATKINS ACKNOWLEDGES THAT WATKINS HAS BEEN FULLY COMPENSATED BY DISTRICT FOR ALL SALARY, REGULAR PAY, OVERTIME PAY, BENEFITS, AND OTHER COMPENSATION, DUE WATKINS IN ACCORDANCE WITH DISTRICT BOARD POLICIES, AND THAT WATKINS HAS BEEN REIMBURSED FOR ALL OUTSTANDING EXPENSES.
- 15. The consideration described in this Agreement is consideration for the Parties' execution of this Agreement. The consideration under this Agreement is not something to which the Parties are indisputably entitled, and is agreed to by or on behalf of the Parties in full satisfaction of all claims and damages allegedly accruing to the Parties. The Parties are authorized to sign this Agreement and own 100% of the claims and damages released by this Agreement and no other person or entity owns any interest therein by assignment or subrogation or otherwise.
- 16. 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 [June 29, 2020].
- 17. The Parties understand and expressly agree that, excepting claims and rights Watkins cannot lawfully waive, this Agreement extends to all of the Parties claims, as defined herein through the Effective Date and that all such claims are hereby expressly settled or waived. The Parties intend for this release to

be construed as broadly as possible. Each Party acknowledges and represents that they are knowledgeable in the business matters that are the subject of this Agreement.

- 18. Each Party shall bear their own costs and attorneys' fees in connection with the instant matter. Each Party agrees that it was represented by legal counsel or that it voluntarily chose not to seek legal counsel.
- 19. This Agreement cannot be altered, amended or modified in any respect, except by a writing duly executed by the party against whom the alteration, amendment or modification is charged. All prior agreements, understandings, oral agreements and writings are expressly superseded hereby and are of no further force or effect. The Parties agree that each Party has relied on its own judgment in executing this Agreement and that it has not relied on the statements and representations of the other Party.
- 20. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
- 21. The provisions of this Agreement are severable. If a court of competent jurisdiction rules that any portion of this Agreement is invalid or unenforceable, the court's ruling will not affect the validity and enforceability of other provisions of this Agreement.
- 22. For a period of seven (7) days following the execution of this Agreement, beginning on the next calendar day following its execution (the "Revocation Period"), Watkins may revoke this Agreement. Notice of Revocation shall be made in writing to the District's Superintendent, prior to the expiration of the Revocation Period. If Watkins does not revoke within the Revocation Period, this Agreement will become effective, and Watkins will have forever waived Watkins' rights and abilities to revoke. In the event of revocation, the Release contained in this Agreement shall be null and void, and all consideration offered by District shall be immediately rescinded.
- 23. In the event of a breach of this Agreement, the Parties shall have all remedies available at law or in equity. If a party is adjudicated to be in breach of this Agreement, the confidentiality provisions of this Agreement shall become null and void. This Agreement shall be interpreted under the laws of the State of Texas. Venue, in the event of suit, shall be in the court of appropriate jurisdiction in Collin County, Texas.
- 24. The Parties further acknowledge that they have carefully read this Agreement, that they have consulted with their attorneys prior to executing this Agreement, that they have had an opportunity for review of it by their attorneys, that they fully understand its final and binding effect, that the only promises made to them to sign this Agreement are those stated above and that they are signing this Agreement voluntarily. The Parties also acknowledge that signatures obtained via e-mail, scan, or facsimile are sufficient to execute this Agreement. The Parties agree that an electronic signature is the legally binding equivalent to a handwritten signature, and has the same validity and meaning as a handwritten signature.

PROSPER INDEPENDENT SCHOOL DISTRICT

Jim Bridges, President Board of Trustees

Prosper Independent School District

Michelle McBride, Secretary

Board of Trustees

Prosper Independent School District

SUPERINTENDENT

Dr. Drew Watkins, Superintendent

Prosper Independent School District

June 29, 2020

Prosper ISD Board of Trustees

RE: Resignation

I humbly submit my resignation as the Superintendent of Schools effective the day after my replacement is officially hired (on or near August 1, 2020 – Effective Date) and agree to a new contract beginning on said Effective Date serving as an assistant to the superintendent for one year expiring June 30, 2021.

Sincerely,

Drew Watkins

Received and Accepted,

fim Bridges, Board President

Michelle McBride