

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into and effective as of the date of execution (the "Effective Date") by and between the CELINA INDEPENDENT SCHOOL DISTRICT ("District"), and Mr. William Elliott ("Employee"), an individual residing in Collin County, Texas, collectively (the "Parties").

WHEREAS, Employee is a contract employee with District; and

WHEREAS, it is the desire, purpose and intention of the Parties to compromise, settle, dismiss and fully discharge District from any and all claims, actions and causes of action of any nature whatsoever related to claims by Employee against District, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and undertakings contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

I. DEFINITIONS. The following defined terms shall have the meaning stated:

A. The term "Claims" means any and all theories of recovery of whatsoever nature, and the facts and events giving rise thereto, which the Parties may have asserted, or could have asserted, against the other Party, recognized by the law of any jurisdiction and comprehensively includes, any and all lawsuits, arbitrations, causes of action, allegations, liability, charges and judgments, complaints, obligations, demands, liabilities, claims regarding equal pay, claims regarding the settlement of this matter, or claims of any kind, whether in law or in equity or any contract or any statute or otherwise, known or unknown, direct or indirect, asserted or unasserted, liquidated or unliquidated, excepting claims that cannot be released under applicable law, related to the following regarding Employee's employment with District ("Employment"):

1. Employee's employment with District, occurring through the Effective Date, excepting claims Employee cannot lawfully waive;

2. All acts or omissions or other conduct, or the breach of any legal duty attributable to District regarding Employee's employment with District, occurring through the Effective Date, excepting claims Employee cannot lawfully waive;

3. All allegations ever made, currently made, or that might have been made by Employee against District regarding Employee's employment with District through the Effective Date, and/or actions during the settlement negotiations of this matter, excepting claims Employee cannot lawfully waive; and

4. All claims of discrimination and/or retaliation regarding Employee's employment with District arising through the Effective Date, excepting claims Employee cannot lawfully waive.

B. The term "Damages" means any and all elements of relief or recovery of whatsoever nature, which Employee can or could have recover(ed) from District, whether known or unknown, recognized by the law of any jurisdiction and comprehensively includes, but is not limited to, actual, consequential, incidental and special damages of every description, such as economic loss, property loss or personal injury; any other item of loss or injury; statutory, treble, multiple, compensatory or punitive damages; damages resulting from a loss of employee benefits, vacation pay and/or sick pay; attorneys' fees; pre-judgment or post-judgment or other interests; equitable relief; and expenses. The term "Damages" also includes, but is not limited to, all elements of recovery or relief ever alleged, currently alleged or that might have been alleged as of the effective date of this Agreement and the facts and events giving rise thereto, excepting claims and damages Employee cannot lawfully waive.

C. The term "Employee" means William Elliott, acting individually, on behalf of Employee's heirs, executors, administrators, legal representatives, beneficiaries and assigns, and in all capacities in which Employee has or might have asserted claims against District related to the incident, as defined herein.

D. The term "District," unless otherwise defined herein, means the Celina Independent School District, its Board of Trustees, Superintendent, administrators, employees, representatives, agents, predecessors, successors, assigns and legal representatives and all other persons, firms, or corporations in privity with it.

E. The terms "Party" or "Parties" mean District and Employee, as defined herein, on behalf of their past and present heirs, assigns, agents, representatives, administrators, attorneys, employees, staff, officers, directors, owners, members, partners, insurers, benefit plan fiduciaries and agents, shareholders, executors, and all of their respective successors and assigns (collectively, the "Parties").

II. RELEASE.

A. COMPLETE AND GENERAL RELEASE BY EMPLOYEE. EXCEPT AS TO CLAIMS THAT CANNOT BE RELEASED UNDER APPLICABLE LAW, EMPLOYEE AS DEFINED HEREIN, ON BEHALF OF EMPLOYEE'S PAST AND PRESENT HEIRS, ASSIGNS, AGENTS, REPRESENTATIVES, ADMINISTRATORS, ATTORNEYS, EMPLOYEES, STAFF, OFFICERS, DIRECTORS, OWNERS,

MEMBERS, PARTNERS, INSURERS, BENEFIT PLAN FIDUCIARIES AND AGENTS, SHAREHOLDERS, EXECUTORS, AND ALL OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, HEREBY RELEASES, ACQUITS, AND FOREVER DISCHARGES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DISTRICT, 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 EMPLOYEE EVER HAD OR NOW HAS 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:

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;

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;

3. CLAIMS AND OBLIGATIONS FOR REIMBURSEMENT OF EXPENSES OF ANY KIND;

4. CLAIMS AND OBLIGATIONS FOR DISCRIMINATION AND/OR HARASSMENT OF ANY KIND, 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;

5. CLAIMS AND OBLIGATIONS HAVING ANYTHING TO DO WITH EMPLOYEE'S EMPLOYMENT WITH OR RETIREMENT FROM DISTRICT;

6. CLAIMS AND OBLIGATIONS UNDER THE FAMILY AND MEDICAL LEAVE ACT, 29 U.S.C. §§ 2601 ET SEQ. (FMLA);

7. CLAIMS AND OBLIGATIONS UNDER THE EMPLOYEE RETIREMENT AND INCOME SECURITY ACT OF 1974, 29 U.S.C. §§ 1001 ET SEQ. (ERISA);

8. CLAIMS AND OBLIGATIONS UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA);

9. CLAIMS AND OBLIGATIONS FOR VIOLATION OF WHISTLEBLOWER LAWS AND/OR RETALIATION CLAIMS AND OBLIGATIONS;

10. CLAIMS AND OBLIGATIONS UNDER ANY FEDERAL, STATE OR LOCAL STATUTE, REGULATION OR COMMON LAW;

11. CLAIMS AND OBLIGATIONS FOR DAMAGES OF ANY KIND, INCLUDING EMOTIONAL DISTRESS, PAIN AND/OR SUFFERING, COMPENSATORY AND/OR PUNITIVE DAMAGES; AND

12. CLAIMS AND OBLIGATIONS FOR ATTORNEYS' FEES AND/OR COSTS.

THE PARTIES EXPRESSLY AGREE THAT THE GENERAL RELEASE COVERS NOT ONLY ANY AND ALL CLAIMS AND OBLIGATIONS THAT THE EMPLOYEE HAS EVER HAD, NOW HAVE,

OR MAY CLAIM TO HAVE AGAINST THE DISTRICT, BUT IT ALSO COVERS ANY CLAIMS AND OBLIGATIONS FOR A MONETARY RECOVERY ASSERTED ON THE EMPLOYEE'S BEHALF BY ANY THIRD PERSON, INCLUDING, WITHOUT LIMITATION, ANY GOVERNMENT AGENCY, AND THE EMPLOYEE WAIVES ANY RIGHT TO ANY SUCH MONETARY RECOVERY. AS TO THE EMPLOYEE'S EXPRESS RELEASE OF THIRD PERSONS NOT A SIGNATORY TO THIS AGREEMENT, THE EMPLOYEE ACKNOWLEDGES AND AGREES THAT THE GENERAL RELEASE IS MADE FOR EACH OF THEIR EXPRESS BENEFIT AND USE.

THE EMPLOYEE UNDERSTANDS THAT THIS RELEASE EXTENDS TO, AND INCLUDES, ALL CLAIMS AND OBLIGATIONS WHETHER KNOWN OR UNKNOWN, THAT THE EMPLOYEE MAY HAVE ALREADY ASSERTED OR RAISED, AS WELL AS CLAIMS AND OBLIGATIONS THAT HAVE NEVER BEEN ASSERTED OR RAISED. HOWEVER, THE EMPLOYEE IS NOT RELEASING ANY CLAIMS AND OBLIGATIONS OR WAIVING ANY RIGHTS THAT CANNOT BE RELEASED OR WAIVED UNDER APPLICABLE LAW.

B. RELEASE OF ADEA CLAIMS: EMPLOYEE, BY INITIALS BELOW, KNOWINGLY AND VOLUNTARILY, UNCONDITIONALLY, AND FOREVER RELEASES, ACQUITS, AND EXCEPTING CLAIMS AND RIGHTS EMPLOYEE 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 EMPLOYEE'S EMPLOYMENT WITH DISTRICT, KNOWN OR UNKNOWN UP TO AND INCLUDING THE EFFECTIVE DATE OF THIS AGREEMENT UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT ("ADEA"), EXCEPTING CLAIMS EMPLOYEE CANNOT LAWFULLY WAIVE, AS FOLLOWS: (PLEASE INITIAL)

WE EMPLOYEE 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").

WE EMPLOYEE RELEASES ALL CLAIMS ARISING UP TO, AND INCLUDING, THE EFFECTIVE DATE OF THIS AGREEMENT.

WE EMPLOYEE ACKNOWLEDGES RECEIPT OF VALUABLE CONSIDERATION, GREATER THAN ANYTHING EMPLOYEE IS CURRENTLY ENTITLED TO, IN EXCHANGE FOR EMPLOYEE'S RELEASE IN THIS AGREEMENT.

WE EMPLOYEE ACKNOWLEDGES EMPLOYEE HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY CONCERNING THE MEANING AND LEGAL

SIGNIFICANCE OF THIS AGREEMENT AND THAT EMPLOYEE HAS READ AND UNDERSTANDS THIS AGREEMENT AND IS KNOWINGLY AND VOLUNTARILY EXECUTING IT AFTER ADVICE OF COUNSEL.

WE EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE WAS GIVEN THIS AGREEMENT FOR EMPLOYEE'S REVIEW ON THE DATE IT WAS EMAILED, PERSONALLY DELIVERED TO, OR OTHERWISE PROVIDED TO EMPLOYEE. EMPLOYEE FURTHER ACKNOWLEDGES THAT EMPLOYEE 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 EMPLOYEE KNOWINGLY WAIVES THIS 21 DAY PERIOD.

WE EMPLOYEE UNDERSTANDS THAT EMPLOYEE WILL HAVE SEVEN (7) DAYS IN WHICH TO REVOKE THIS AGREEMENT AFTER EMPLOYEE SIGNS IT. EMPLOYEE FURTHER UNDERSTANDS THAT ANY AMOUNTS PAYABLE UNDER THIS AGREEMENT SHALL BE PAID NO SOONER THAN THE EXPIRATION OF SEVEN (7) DAYS AFTER EMPLOYEE SIGNS THIS AGREEMENT.

WE EMPLOYEE UNDERSTANDS THAT NOTHING IN THIS AGREEMENT PROHIBITS EMPLOYEE FROM FILING A CHARGE OF DISCRIMINATION WITH THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (THE "EEOC"), NOR DOES ANYTHING IN THIS AGREEMENT PROHIBIT EMPLOYEE FROM TESTIFYING, ASSISTING, OR PARTICIPATING IN AN INVESTIGATION, HEARING, OR PROCEEDING CONDUCTED BY THE EEOC. EMPLOYEE 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, EMPLOYEE WAIVES THE RIGHT TO ANY MONEY, RECOVERY, RELIEF, OR ANY OTHER BENEFIT ARISING OUT OF ANY SUCH PROCEEDING.

WE EMPLOYEE UNDERSTANDS THAT NOTHING IN THIS AGREEMENT
CONSTITUTES A WAIVER OF CLAIMS THAT MAY ARISE AFTER THE
EFFECTIVE DATE.

C. FOLLOWING DISTRICT'S SATISFACTION AND PAYMENT OF ALL FINANCIAL OBLIGATIONS UNDER THIS AGREEMENT, EMPLOYEE ACKNOWLEDGES THAT EMPLOYEE HAS BEEN FULLY COMPENSATED BY DISTRICT FOR ALL SALARY, REGULAR PAY, OVERTIME PAY, BENEFITS, AND OTHER COMPENSATION, INCLUDING PAYMENT FOR ACCRUED PERSONAL TIME OFF, DUE EMPLOYEE, AND THAT EMPLOYEE HAS BEEN REIMBURSED FOR ALL OUTSTANDING EXPENSES.

D. THE EMPLOYEE REPRESENTS THE EMPLOYEE HAS NOT FILED OR CAUSED TO BE FILED ANY CHARGES, CLAIMS, ARBITRATIONS, OR LAWSUITS AGAINST THE DISTRICT OR THAT RELATE TO EMPLOYEE'S EMPLOYMENT WITH DISTRICT OR RETIREMENT THEREOF. THE EMPLOYEE FURTHER AGREES THAT EMPLOYEE WILL NOT IN THE FUTURE FILE OR CAUSE TO BE FILED ANY CHARGES, CLAIMS, ARBITRATIONS, OR LAWSUITS AGAINST THE DISTRICT FOR ANYTHING RELATED TO EMPLOYEE'S EMPLOYMENT WITH DISTRICT, THE RETIREMENT OF SUCH EMPLOYMENT, OR THE RELEASED CLAIMS AND OBLIGATIONS. THE EMPLOYEE UNDERSTANDS THAT THIS COVENANT NOT TO SUE IS AN AFFIRMATIVE PROMISE BY THE EMPLOYEE THAT IS IN ADDITION TO THE GENERAL RELEASE OF CLAIMS AND OBLIGATIONS ABOVE. HOWEVER, NOTHING IN THIS AGREEMENT AFFECTS EMPLOYEE'S RIGHT TO CHALLENGE THE VALIDITY OF THIS AGREEMENT UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT. IF THE EMPLOYEE BREACHES THIS AGREEMENT BY SUING DISTRICT IN VIOLATION OF THIS COVENANT NOT TO SUE, THE EMPLOYEE UNDERSTANDS THE EMPLOYEE HAS SUCH REMEDIES AS ARE AVAILABLE UNDER STATE AND/OR FEDERAL LAWS AND REGULATIONS.

III. COVENANT NOT TO SUE. SUBJECT TO THE PERFORMANCE OF THIS AGREEMENT, EMPLOYEE AGREES AND COVENANTS NOT TO SUE OR PROSECUTE DISTRICT ON ANY CLAIMS, OR FOR ANY DAMAGES, COMING WITHIN THE RELEASE STATED ABOVE, EXCEPTING CLAIMS AND RIGHTS EMPLOYEE CANNOT LAWFULLY WAIVE AND CLAIMS FOR BREACH OF THIS AGREEMENT.

IV. WARRANTIES.

A. The consideration described in Section V. of 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.

B. The Parties are authorized to sign this Agreement.

C. Employee owns 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.

D. Employee has not in any way assigned or otherwise transferred to any person or entity any interest in the damages and claims released by this Agreement.

E. The Parties presently possess the exclusive right to receive all of the consideration offered in this Agreement.

F. By entering into this Agreement, the Parties acknowledge that:

1. Each of the Parties denies any liability;
2. The Parties do not admit to any unlawful or tortious conduct or any other wrongdoing in connection with the subject matter of this Agreement;
3. The Parties have entered into this Agreement willingly for the sole purpose of avoiding further cost and expense associated with the instant matter; and
4. The Parties agree that neither this Agreement nor any action or acts taken in connection with this Agreement nor pursuant to it, will constitute an admission or any evidence of unlawful or tortious or improper acts at any time by the Parties against one another.

V. AGREEMENTS AND CONSIDERATION AGREED TO BY THE PARTIES.

A. Upon execution of this Agreement, Employee agrees as follows:

1. Employee agrees to submit Employee's retirement from employment with District on the Effective Date, effective February 28, 2026 (the "Retirement Date"). Employee's retirement is final and irrevocable on the Effective Date. Employee will be placed on paid professional leave from the Effective Date through the Resignation Date.

2. Employee will receive Employee's full salary and benefits, in accordance with District's salary schedule and Employee's contract of employment accrued through the Retirement Date. Within seven (7) business days from the date of Employee's retirement, District will pay Employee, subject to tax withholding, a lump sum payment

of twenty-four thousand four hundred seventy-seven dollars and no cents (\$24,477.00), representing remaining amounts for payments including salary, pro-rated salary, allocation for insurance benefits, and payout of accrued local days under Board Policy, after which time all District's obligations to Employee, financial or otherwise, will cease. Employee agrees that such payment constitutes fair and adequate consideration of the execution of this Agreement. If, at any time from the Effective Date through the Retirement Date, Employee (at Employee's sole discretion) desires to resign Employee's employment prior to the Retirement Date, District shall accept such early retirement with no further action required. If such early retirement occurs, District's obligation to pay Employee shall cease as of the effective date of Employee's early retirement. **IN THIS REGARD, EMPLOYEE AGREES TO INDEMNIFY AND HOLD HARMLESS DISTRICT FROM ANY AND ALL LIABILITY WHICH MAY RESULT FROM THE FAILURE TO WITHHOLD, AND/OR THE WITHHOLDING OF, ANY SUMS FROM THE MONIES PAID TO EMPLOYEE UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY TAXES, INTEREST, OR PENALTIES OWED TO THE INTERNAL REVENUE SERVICE OR ANY OTHER PARTY.**

3. **EXCEPTING CLAIMS AND RIGHTS EMPLOYEE CANNOT LAWFULLY WAIVE, EMPLOYEE AGREES TO THE FULL RELEASE AND WAIVER OF CLAIMS AND DAMAGES CONTAINED HEREIN AS CONSIDERATION FOR EMPLOYEE'S AGREEMENT.**

4. As with all employees, District will not respond to inquiries regarding Employee's eligibility for rehire. Employee will be eligible for rehire but will not apply for employment with District, including substitute positions, private lesson instruction, at-will employment, or any other type of employment resulting in access to District facilities from the Retirement Date of Employee's retirement forward. In the event Employee reapplies and is hired and/or violates this provision, Employee agrees that the employment offered will be void and Employee will agree to indemnify District for any attorneys' fees or other costs incurred as a result of challenging future employment with District and/or enforcing this provision or at-will employment, from the Execution Date forward.

5. Employee agrees Employee's execution of this Agreement constitutes the withdrawal of, and agreement not to refile, any and all pending or past public information requests, grievances, appeals and/or complaints with and/or against District, whether internal and/or with a third party, governmental agency, or otherwise, with prejudice as

of the Effective Date of this Agreement. In this regard, Employee agrees Employee will not file any public information requests and/or complaints in the future for information regarding the asserted Claims or Damages, as defined herein.

6. Employee promises that Employee will deliver to District by Friday, January 16, 2026, any and all equipment, supplies, documents, confidential information, documents, and other property of District including, but not limited to, computers, printers, desks, modems, telephones, cabinets, office supplies, handbooks, computerized information, hardware and/or software.

7. Employee acknowledges that Employee's rights and benefits, if any, under any pension, retirement, or profit-sharing plan provided by District will be determined pursuant to the terms of those plans. Employee is not waiving Employee's entitlement to any vested rights under any employee benefits plans maintained by District.

8. Employee agrees to refrain from making disparaging, defamatory, or other negative comments to any person, entity, or governmental (Federal, State, or Local) agency or office, whether oral or written, and from publishing any disparaging, defamatory, or negative information, regarding the District, its employees, representatives, or agents or the business thereof. Employee agrees to refrain from the above-described behavior, including but not limited to engaging in the following activities with regard to one another: defamatory speech, negative online reviews, negative online ratings, libelous writings, and negative social media posts.

9. Employee agrees to fully cooperate with the District's legal counsel in any pending and/or future lawsuits filed against District, including but not limited to, Cause No. 471-09339-2025, Cause No. 471-08453-2025, Cause No. 471-09339-2025, Cause No. 471-09455-2025, Cause No. 471-09765-2025, and Cause No. 471-08602-2025, in the 471st Judicial District, Collin County, Texas (individually the "Doe Lawsuit"). Legal counsel assigned by TASB for Employee's defense in the Doe Lawsuit will continue to serve as all Defendants' defense counsel, with the exception of Caleb Elliott, as long as there is no apparent conflict of interest in such continued joint representation. Currently the District does not believe there is a conflict of interest based on the facts as currently available. However, if this changes, Employee will be

immediately notified so that Employee can request separate counsel can be retained through TASB.

10. Since Employee is retiring from the District, Employee will be provided the opportunity to attend a non-mandatory meeting with District coaches to announce his retirement.

B. Upon execution of this Agreement, District agrees as follows:

1. District agrees to accept Employee's retirement from employment with District on the Effective Date effective on the Retirement Date. Employee's retirement is final and irrevocable on the Effective Date. Employee will be placed on paid professional leave from the Effective Date through the Resignation Date.

2. Employee will receive Employee's full salary and benefits, in accordance with District's salary schedule and Employee's contract of employment accrued through the Retirement Date. Within seven (7) business days from the date of Employee's retirement, District will pay Employee, subject to tax withholding, a lump sum payment of twenty-four thousand four hundred seventy-seven dollars and no cents (\$24,477.00), representing remaining amounts for payments including salary, pro-rated salary, allocation for insurance benefits, and payout of accrued local days under Board Policy, after which time all District's obligations to Employee, financial or otherwise, will cease. Employee agrees that such payment constitutes fair and adequate consideration of the execution of this Agreement. If, at any time from the Effective Date through the Retirement Date, Employee (at Employee's sole discretion) desires to resign Employee's employment prior to the Retirement Date, District shall accept such early retirement with no further action required. If such early retirement occurs, District's obligation to pay Employee shall cease as of the effective date of Employee's early retirement.

3. District agrees all employment inquiries regarding Employee will be referred to Human Resources who shall provide the following: 1) Employee's dates of employment; 2) job title; and 3) verification of salary. As with all employees, District will not respond to inquiries regarding whether Employee is eligible for rehire. Employee will be eligible for rehire, but will not apply for employment with District.

4. District agrees not to file a report with the State Board of Educator Certification ("SBEC") and/or other state licensing authorities regarding Employee's conduct based on the information available at this time.

5. District agrees to place all negative documents with respect to Employee in a file separate from Employee's personnel file, marked "confidential" and will maintain the confidentiality of the file to the extent permissible by law.

6. District's Board of Trustees and Superintendent agree to refrain from making any disparaging, defamatory, or other negative comments to any person, entity, or governmental (Federal, State, or Local) agency or office, whether oral or written, and from publishing any disparaging, defamatory, or negative information regarding Employee. District's Board of Trustees and Superintendent agree to refrain from the above-described behavior, including but not limited to engaging in the following activities with regard to one another: defamatory speech, negative online reviews, negative online ratings, libelous writings, and negative social media posts. The District will release a redacted version of the final report that does not include information protected under Chapter 21 and other exceptions outlined in the Texas Public Information Act. If the Texas Attorney General, other governmental entity, and/or court ultimately orders the release of the final report in an unredacted form, that will not be considered a violation by the District of this provision.

7. Employee agrees to fully cooperate with the District's legal counsel in any pending and/or future lawsuits filed against District, including but not limited to, Cause No. 471-09339-2025, Cause No. 471-08453-2025, Cause No. 471-09339-2025, Cause No. 471-09455-2025, Cause No. 471-09765-2025, and Cause No. 471-08602-2025, in the 471st Judicial District, Collin County, Texas (individually the "Doe Lawsuit"). Legal counsel assigned by TASB for Employee's defense in the Doe Lawsuit will continue to serve as all Defendants' defense counsel, with the exception of Caleb Elliott, as long as there is no apparent conflict of interest in such continued joint representation. Currently the District does not believe there is a conflict of interest based on the facts as currently available. However, if this changes, Employee will be immediately notified so that Employee can request separate counsel can be retained through TASB.

8. The District confirms that allegations regarding Bill Elliott's knowledge and/or actions related to Caleb Elliott's misconduct were **not sustained**. Elliott did not resign in lieu of proposed termination or nonrenewal before the Board of Trustees.

9. Since Employee is retiring from the District, Employee will be provided the opportunity to attend a non-mandatory meeting with District coaches to announce his retirement.

VI. MISCELLANEOUS PROVISIONS.

A. Acknowledgment of Release of All Claims. Employee and District understand and expressly agree that, excepting claims and rights Employee cannot lawfully waive, this Agreement extends to all of Employee's Claims, as defined herein through the Effective Date and that all such claims are hereby expressly settled or waived. Employee intends for this release of District 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.

B. Costs and Attorneys' Fees. 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.

C. Modification. 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.

D. Construction of Terms. 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.

E. Severability. 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.

F. Revocation. For a period of seven (7) days following Employee's execution of this Agreement, beginning on the next calendar day following Employee's execution (the "Revocation Period"), Employee 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 Employee does not revoke within the Revocation Period, this Agreement will become

effective, and Employee will have forever waived Employee's 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.

G. Remedies for Breach. 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.

H. Notice. Any consent, notice, demand, or other communication (including any payment hereunder) required or permitted hereby must be in writing to be effective and shall be deemed to have been received upon the earlier to occur of (a) actual receipt; (b) if personally delivered, upon receipt; (c) if sent next day delivery by a recognized overnight delivery or courier service, one (1) business day after deposit with such carrier; (d) if sent by facsimile, upon transmission with confirmation of delivery; or (e) if sent by registered or certified mail, three (3) business days after deposit in the mail addressed to the applicable Party at the address for such Party set forth below or at such other address as such Party may designate by like notice:

District: Celina Independent School District
Attn: Dr. Tom Maglisceau
205 S. Colorado
Celina, TX 75009

Employee: William Elliott

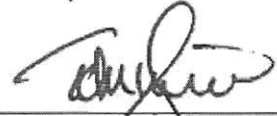
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Any Party may change its address for the service of notice by giving notice of such change to the other Party five (5) business days prior to the effective date of such change.

I. Acknowledgments. 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.


WILLIAM ELLIOTT

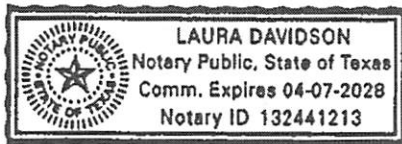
Date: 1/13/26



DR. TOM MAGLISCEAU
SUPERINTENDENT
CELINA INDEPENDENT SCHOOL
DISTRICT

Date: 1/13/26

ACKNOWLEDGMENT

The above and foregoing Settlement Agreement and Release was acknowledged before me by William Elliott on this 13 day of January, 2026.





Notary Public in and for the
State of Texas
My Commission Expires:
04/07/2028

ACKNOWLEDGMENT

The above and foregoing Settlement Agreement and Release was acknowledged before me by Dr. Tom Maglisceau, a duly authorized representative of the Celina Independent School District, this 13th day of January, 2026.




Notary Public in and for the
State of Texas
My Commission Expires:
04.14.2029

Amendment to Settlement Agreement and Release

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The CELINA INDEPENDENT SCHOOL DISTRICT (“CELINA ISD” or “District”) and William Elliott (“Employee”) agree to amend a typographical error in the Settlement Agreement and Release entered into between the District and the Employee on January 13, 2026 (the “Agreement”), as follows:

Paragraphs 5.A.2. and 5.B.2. lump sum payment amounts typographical error corrected to: Thirty-Six Thousand Six Hundred Three Dollars and Ninety-Eight Cents (\$36,603.98).


The District and Employee agree there have been no oral modifications to the Agreement. All other terms and conditions of the Contract, as amended, shall remain in full force and effect.


I have read this Amendment and agree to abide by its terms and conditions.

EXECUTED this, the 23 day of February, 2026, to be effective as the date first written above.

CELINA INDEPENDENT SCHOOL DISTRICT

ATTEST:

By: 
Dr. Tom Maglisseau
Superintendent
Celina ISD

By: 
William Elliott