

SEPARATION AGREEMENT AND RELEASE OF CLAIMS

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

I. INTRODUCTION

WHEREAS, the La Joya Independent School District (hereinafter “LJISD” and/or the “District”) has employed Ms. Jaime Miller (hereinafter “Miller”) under a term contract governed by Chapter 21 of the Texas Education Code (“Employment Contract”); and

WHEREAS, the current Employment Contract will terminate at the end of the 2025-2026 school year; and

WHEREAS, the parties desire to resolve Miller’s employment status with the District without the necessity of further legal action;

THEREFORE, the parties agree to the following terms of this separation agreement and release of claims (“Agreement”):

II. CONSIDERATION

A. In exchange for Miller’s promises and obligations under this Agreement, La Joya ISD agrees to resolution of Miller’s employment status as follows:

1. By approval and execution of this Agreement, the La Joya ISD accepts Miller’s resignation from employment with the District effective June 30, 2026;
2. The District will place Miller on paid administrative leave effective April 17, 2026;
3. Upon execution of this Agreement by both parties, Miller shall receive, through normal District payroll, all salary and benefits owed to her through June 30, 2026 under her current Employment Contract;
4. The District will pay Miller for any accumulated local leave days that remain unused as of June 30, 2026, as determined under La Joya ISD Board Policy DEC (Local), but Miller may transfer state leave days to another employee as provided by Texas law;
5. The amounts under paragraphs II.A.3 shall be made in a single lump sum payment on or prior to July 15, 2026 assuming all other conditions of this Agreement have occurred;
6. Miller’s personnel and evaluative records will remain confidential to the extent permitted by Texas law and the District will provide employment references if requested regarding Miller’s dates of service and indicating that Miller voluntarily resigned at the end of the 2025-2026 school year; and

7. LJISD will remove any and all negative documentation concerning Miller's performance of her job duties with LJISD from Miller's personnel file and maintain any such documentation in a separate location accessible only to the Superintendent and Human Capital staff on a need-to-know basis only.

B. In exchange for the consideration listed in Section II.A. above, Miller agrees as follows:

1. That by executing this Agreement, Miller hereby submits her irrevocable resignation from the District effective June 30, 2026;
2. Miller understands she will be placed on paid administrative leave effective April 16, 2026 and, during such leave, will not work on District matters or access District information or contact District personnel unless requested to do so by the District's Superintendent;
3. Miller shall return all District equipment, devices, records, or other property to the District's Superintendent on or prior to April 22, 2026;
4. **Miller hereby, individually and on behalf of her successors and assigns, releases, acquits, and forever discharges La Joya Independent School District; its Board of Education in their individual and official capacities; its officers and employees in their individual and official capacities; and its agents, attorneys, heirs, and successors from any and all claims, including a claim for attorneys' fees and costs, demands, and all causes of action which have or may have accrued against any of the aforementioned, including but not limited to, any federal or state law or any civil action arising from Miller's employment with La Joya Independent School District, that arose or could have arisen prior to the execution of this Agreement. This includes, but is not limited to, any claim in contract or tort, arising under the Texas or U.S. Constitution or any federal or state statute including but not limited to Title VII of the Civil Rights Act of 1964 and 1991, The Age Discrimination in Employment Act, the Texas Labor Code, or common law arising from Miller's employment with La Joya Independent School District;**
5. Miller agrees and understands that the waiver and release in Paragraph II.B.4 of this Agreement encompasses a waiver and release of any and all claims that Miller may have under the Age Discrimination in Employment Act (ADEA), 29 U.S.C. §621, *et seq.* **Miller knowingly and voluntarily releases, waives, and discharges any and all ADEA claims against the District, whether known or unknown, arising from acts and/or omissions occurring prior to the signing of this Agreement.** Miller acknowledges and agrees that she has received sufficient and valuable consideration for her waiver of rights and claims under the ADEA that is over and above anything of value to which she is already entitled. Miller agrees that this Agreement is written in plain English and is understandable by Miller. Miller acknowledges that this Agreement advises her to consult with an attorney before signing this Agreement, and that she has, in fact, had an opportunity to do so. Further, Miller acknowledges that she has up to 21 calendar days to consider this

Agreement but may elect to sign this Agreement prior to the expiration of that period. Finally, *Miller acknowledges that, after signing this Agreement, she will have seven calendar days during which she may revoke this Agreement ("Revocation Period")*. Any revocation must be in writing and transmitted within seven calendar days to the District's Superintendent;

6. Miller expressly warrants and represents that before executing this Agreement and Release that she fully informed herself of its terms and conditions, contents and effects, that she had an opportunity to consult with an attorney and that this Agreement and Release is executed without reliance upon any statement, promise, or representation by the District or anyone else acting for it or on its behalf other than what is outlined in this Agreement and Release;
7. Miller agrees to refrain from suing or voluntarily participating in any lawsuit or administrative hearing or proceeding against the District, its employees, Board members or agents, for any claims, demands or causes of action of any nature that are based upon facts occurring prior to the finalization of this Agreement;
8. Miller agrees that Miller and/or her spouse, attorney(s), agent(s), and/or representative(s) will not retaliate against, harass, or defame in any manner, directly or indirectly, personally or through third parties, any current or former employee, any board member, attorney, officer, parent or student of the District. In addition, Miller shall not make, participate in the making of, or encourage any other person to make, any statements, written or oral, which criticize, disparage, or defame the goodwill or reputation, or which are intended to embarrass or adversely affect the morale of, the District, any District campus, board members, District employees, students, or any other agent of the District, unless required to by law. The Parties agree that any failure by Miller and/or her spouse, attorney(s), agent(s), and/or representative(s) to meet the requirements of this paragraph will constitute a breach of this Agreement, and that this Agreement can be used in any appropriate legal proceeding to enforce the terms of this Agreement or to protect the individuals this Agreement is designed to protect.

III. MUTUAL AGREEMENTS

1. The Parties agree and acknowledge that the consideration referenced in Sections I and II in this Agreement are accepted as a full, complete, and final compromise of all claims that were or could have been asserted in connection with Miller's employment with or resignation from the District, including any disputed issues.
2. Miller agrees that she will not disclose or publicize the terms of this Agreement and/or the negotiations leading to this Agreement to any other person, other than to (i) her spouse; (ii) taxing or governmental authorities if required by law; and (iii) her legal counsel and tax advisors. The Parties agree not to disparage each other regarding Miller's employment with the District. In response to a direct inquiry from a third party, the Parties will respond that Miller's employment with the District was resolved by mutual agreement, or words to that effect. If a reference is sought from

the District regarding Miller, the District will state Miller's positions held, salary earned, dates of employment and that Miller voluntarily resigned from the District on June 30, 2026. Miller is permitted to request additional, unlimited references from individual District employees, staff and trustees, but no such individual is obligated to provide a reference or recommendation. The Parties agree that nothing in this paragraph or in this Agreement precludes either party from disclosing this Agreement or other information as may be required by state or federal law, court order, or subpoena. The Parties further agree that nothing in this paragraph shall prevent the District from complying with its obligations under the Texas Public Information Act.

3. Miller agrees to cooperate in any litigation, investigation, or complaint related to or involving the District that involves or is related to Miller's employment or duties with the District.
4. The Parties agree and acknowledge that this final compromise and release applies to all claims, damages, and injuries known and anticipated as well as those not known or anticipated.
5. The Parties agree that the terms and conditions of this Agreement and Release are contractual and not merely recitals.
6. This Agreement is in settlement of disputed claims. Neither the promises made nor the execution or delivery of this Agreement shall constitute or be construed as an admission, express or implied, by the Parties of liability.
7. The Parties represent that they had an opportunity to consult with their respective attorneys and/or representatives prior to the execution of this Agreement. The parties expressly warrant and represent that they fully informed themselves of the Agreement's terms and conditions and content and effects before executing same. The parties also represent that they have entered into this Agreement knowingly, voluntarily, and without threat or duress.
8. The Parties agree that any legal proceeding relating to this Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas. Venue for any proceeding shall lie in Hidalgo County, Texas.
9. The Parties agree that this Agreement constitutes the entire agreement between La Joya ISD and Miller and supersedes any previous oral or written agreements. Any amendments to this Agreement shall be made in writing and approved by both parties. The Parties understand that this is a full, final, and complete resolution of all claims between the parties and is fully binding upon the parties.
10. 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.

WITNESS OUR HANDS as indicated below.

Ms. Jaime Miller

By: Jaime Miller

Date: 4-16-26

LA JOYA INDEPENDENT SCHOOL DISTRICT

By: Marcey Sorensen
Dr. Marcey Sorensen, Superintendent
La Joya Independent School District

Date: 4/17/26

TO: Dr. Marcey Sorensen, Superintendent
FROM: Jaime Miller, Chief of Human Capital and Talent Development
DATE: April 16, 2026
SUBJECT: Resignation Notice

Please accept this memorandum as formal notice of my resignation from my position as Chief of Human Capital and Talent Development with La Joya ISD, effective June 30, 2026.

I am sincerely grateful for the opportunity to serve the students, staff, and community of La Joya ISD. It has been an honor to contribute to the district's work, and I am proud of the positive impact we have made together.

This decision was not made lightly. I will be pursuing opportunities that are closer to my family, and I believe this is the right step at this time.

Thank you again for the opportunity to be part of La Joya ISD. I wish the district continued success moving forward.

Jaime Miller
Chief of Human Capital and Talent Development
La Joya ISD