

**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 Mr. Joseph Niedziela (hereinafter “Niedziela”) 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 amicably resolve Niedziela’s employment status with the District;

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

**II.       CONSIDERATION**

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

1. **By approval and execution of this Agreement, the La Joya ISD accepts Niedziela’s resignation from employment with the District effective June 30, 2026;**
2. **The District will place Niedziela on paid administrative leave effective March 11, 2026;**
3. **Upon execution of this Agreement by both parties, Niedziela shall receive, through normal District payroll, all salary and benefits owed to him through June 30, 2026 under his current Employment Contract;**
4. **The District will pay Niedziela 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 Niedziela 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;**

**Niedziela’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 Niedziela's dates of service and indicating that Niedziela resigned at the end of the 2025-2026 school year.**

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

1. That by executing this Agreement, Niedziela hereby submits his irrevocable resignation from the District effective June 30, 2026;
2. Niedziela understands he will be placed on paid administrative leave effective March 11, 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. Niedziela shall return all District equipment, devices, records, or other property to the District's Superintendent on or prior to March 11, 2026;
2. **Niedziela hereby, individually and on behalf of his 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 Niedziela'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 Niedziela's employment with La Joya Independent School District;**
3. Niedziela agrees and understands that the waiver and release in Paragraph II.B.2 of this Agreement encompasses a waiver and release of any and all claims that Niedziela may have under the Age Discrimination in Employment Act (ADEA), 29 U.S.C. §621, *et seq.* ***Niedziela 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.*** Niedziela acknowledges and agrees that he has received sufficient and valuable consideration for his waiver of rights and claims under the ADEA that is over and above anything of value to which he is already entitled. Niedziela agrees that this Agreement is written in plain English and is understandable by Niedziela. Niedziela acknowledges that this Agreement advises him to consult with an attorney before signing this Agreement, and that he has, in fact, had an opportunity to do so. Further, Niedziela acknowledges that he 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, ***Niedziela acknowledges that, after signing this Agreement,***

*he will have seven calendar days during which he may revoke this Agreement (“Revocation Period”). Any revocation must be in writing and transmitted within seven calendar days to the District’s Superintendent;*

4. Niedziela expressly warrants and represents that before executing this Agreement and Release that he fully informed himself of its terms and conditions, contents and effects, that he 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;
5. Niedziela 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;
6. Non-Disparagement. Niedziela agrees that Niedziela and/or his 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, Niedziela 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 Niedziela and/or his 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 Niedziela’s employment with or resignation from the District, including any disputed issues.**
2. **Niedziela agrees that he 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) his spouse; (ii) taxing or governmental authorities if required by law; and (iii) his legal counsel and tax advisors. The Parties agree not to disparage each other regarding Niedziela’s employment with the District. In response to a direct inquiry from a third party, the Parties will respond that Niedziela’s employment with the District was amicably resolved by mutual agreement, or words to that effect. If a reference is sought from the District regarding Niedziela, the District will state Niedziela’s positions held, salary earned, dates**

of employment and that Niedziela resigned from the District on June 30, 2026. Niedziela is permitted to request additional, unlimited references from individual District employees, staff, 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. Niedziela agrees to cooperate in any litigation, investigation, or complaint related to or involving the District that involves or is related to Niedziela'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 Niedziela 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.

Mr. Joseph Niedziela

By: Joseph Niedziela

Date: 3/9/2026

LA JOYA INDEPENDENT SCHOOL DISTRICT

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

Date: 3/10/26