

**SEVERANCE AGREEMENT
AND RELEASE OF ALL CLAIMS**

1. This Severance Agreement and Release of All Claims (“Agreement”) is made and entered into by and between International American Education Federation, Inc. d/b/a International Leadership of Texas (“Employer”) and Brittany Torres (“Employee”). Employer and Employee are each a “Party” to this Agreement, and are collectively referred to as the “Parties.”
2. Employee, through counsel, sent correspondence to Employer dated February 25, 2020, claiming that Employer misclassified her as an exempt employee, failed to pay her overtime compensation in violation of the Fair Labor Standards Act, discriminated against her on the basis of her sex, and retaliated against her because of her complaints requesting overtime wages and for the Employer to correct its discriminatory practices.
3. From February 2020 until November 11, 2020, the parties, through counsel, negotiated the number of overtime hours that Employee worked as alleged in her FLSA claim.
4. On November 11, 2020, after counsel for both parties negotiated the number of overtime hours that Employee worked for nearly nine months, Employer accepted Employee’s offer to settle all claims for \$75,000.00.
5. The parties resolved a bona fide dispute over the number of hours worked by Employee.
6. This Agreement was negotiated by counsel for both parties after Employee claimed that Employer misclassified her as an exempt employee and failed to pay her overtime.
7. The parties agree that it would be impossible to determine whether or not Employee worked the overtime hours that she claims she worked.
8. Employee agrees that she shall receive and accept full payment for her FLSA claims under this Agreement, and also receive additional severance consideration as consideration for the settlement and release of any and all other claims.
9. Both parties stipulate that the facts of this matter are analogous and align to the facts and judicial reasoning in *Martin v. Spring Break ’83 Prods., L.L.C.*, 688 F.3d 247, 253-57 (5th Cir. 2012) in every way.
10. The parties agree that the attached Offer of Judgment is acceptable and shall be filed only if Employer determines that such filing is necessary, but even if Employer made such decision Employee agrees and acknowledges that the decision to file does not in any way invalidate or undermine this Agreement and the validity of the instant release of FLSA and all other claims. In the event that Employer determines that filing the attached Offer of Judgment is necessary, Employee agrees not to oppose said filing and that the Offer of

Judgment can be filed as an agreed upon Offer of Judgment. *See* Offer of Judgment attached hereto as Exhibit 1. Employee agrees to cooperate with Employer as may be requested to support a court approving the Offer of Judgment. No additional monies would be owed under the Offer of Judgment wherein Employee recognizes that the amounts recited therein are in fact the monies being paid under this Agreement, and Employee expressly disclaims entitlement to any other funds to the fullest extent permitted by law.

11. Subject to the express conditions and preconditions provided within this Agreement, Employer agrees to provide the following consideration to Employee, and on Employee's behalf, in exchange for Employee agreeing to the terms hereof and executing this Agreement and releasing claims, as follows:
 - A. "Gross Taxable Wage Consideration" in the amount of Fifty-Two Thousand Five Hundred Dollars and Zero Cents (\$52,500.00) will be paid to Employee as wages. Employer will make all lawful and legally required deductions (e.g., taxes and Teacher Retirement System deductions) from the Gross Taxable Wage Consideration as were made from Employee's gross wages during her employment with Employer.
 - B. "Reasonable Fees and Costs" in the amount of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) will be paid to Stacy Cole Law, P.C. ("Employee's Attorney") for Employee's Attorney's fees and costs. All payments should be sent to Employee's Attorney. Both checks referenced in Section 11. A-B shall be delivered to Employee's Attorney at 7929 Brookriver Dr., Ste. 605, Dallas, Texas 75247 within ten (10) days from the date the International American Education Federation, Inc. d/b/a International Leadership of Texas Board approves the payments referenced in Section 11. A-B.
 - C. It will be the sole responsibility of Employee to determine what, if any, tax implications may result from Employee receiving, or receiving the benefits of, the consideration described within this Agreement. EMPLOYEE AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS EMPLOYER AND ITS OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES AGAINST ANY LEGAL ACTION BY ANY TAXING AUTHORITY RESULTING FROM EMPLOYEE NOT PROPERLY PAYING TAXES ON THE GROSS NON-WAGE CONSIDERATION. IF EMPLOYEE FAILS TO PROPERLY PAY TAXES ON THE GROSS NON-WAGE CONSIDERATION, EMPLOYEE AGREES TO INDEMNIFY EMPLOYER FOR ANY INCREMENTAL TAXES, INTEREST OR PENALTIES THAT MAY BECOME PAYABLE AS A RESULT OF SUCH FAILURE.
12. In exchange for the consideration described above, Employee, on behalf of herself and her successors, heirs, executors, administrators, assigns, attorneys, agents, servants, parents, step-parents, spouses, former spouses, representatives, and any other person claiming, in

whole or in part, by, through or under them, jointly and individually, hereby unconditionally and forever releases, waives, acquits and discharges Employer (School of Science and Technology), as well as Employer's officers, directors, administrators, employees, agents, servants, attorneys, predecessors, successors, assigns, donors, partners, affiliates, and all other persons or entities acting on behalf of Employer (hereinafter collectively "Releasees"), from any and all past, present, and future claims, damages, demands, losses, causes of action, and/or suits of any kind or character whatsoever (including all claims for attorneys' fees), known or unknown, arising out of, directly or indirectly attributable to, or in any manner connected with Employee's employment with Employer from the beginning of time up through the effective date of this Agreement, including, but not limited to, any known or unknown claims under and federal, state, or local constitution, law, statute, regulation, policy, common law, or any other vehicle through which Employee could seek or obtain any form of damages or relief against Releasees, which, therefore, precludes Employee from filing or having filed, directly or indirectly, any form of lawsuit, legal action, complaint, grievance, charge, report of possible or actual wrongdoing, whistleblower report, administrative action, agency action, or any other process. Employee further agrees, also in exchange for the consideration described above, that she unconditionally and forever releases, waives, acquits and discharges Employer and Releasees from any claims that she has or may have under the FLSA. Employee further agrees, also in exchange for the consideration described above, that she will undertake all steps necessary to permanently dismiss, without seeking any further relief or compensation from Releasees, any and all lawsuits, legal actions, complaints, grievances, charges, reports of possible or actual wrongdoing, whistleblower reports, administrative actions, agency actions, or any other processes that may have been made before or that may be pending as of the date that she signs this agreement. Employee further agrees, also in exchange for the consideration described above, that she will withdraw any and all complaints against or involving Employer with any state or federal agency, including but not limited to any Complaint that has been filed with the Equal Employment Opportunity Commission or with the Texas Commission on Human Rights.

13. As preconditions to Employee's receipt of the consideration described above, Employee agrees that she will not seek or accept re-employment with Employer in any capacity or at any location.
14. Employee agrees that this Agreement supersedes any and all prior oral and written agreements, arrangements, or understandings between the Parties relating to the subject matter contained herein, unless expressly described herein.
15. Employee and Employer agree to the following conditions of non-disparagement:
 - A. Employer will not in any manner, directly or indirectly, personally or through third parties, engage in any conduct or communications designed or intended to disparage or defame the goodwill or reputation of Employee by any means.

- B. Employee will not in any manner, directly or indirectly, personally or through third parties, engage in any conduct or communications designed or intended to disparage or defame the goodwill or reputation of Releasees by any means.
 - C. By signing this Agreement, the Parties represent to each other, and the Parties each rely upon, that they have not prior to executing the Agreement engaged in any conduct or communications that are prohibited by Paragraph 15 (and its sub-parts).
 - D. The scope of the non-disparagement provisions in Paragraph 15 (and its sub-parts) herein extend to all forms of communications to include, but not limited to, written, oral, electronic, social media, email, text, and online communications.
 - E. Employee agrees that the non-disparagement provisions in Paragraph 15 (and its sub-parts) herein do not now, nor will they in the future, in any way impair or violate her rights to freedom of speech or expression, or impair or violate any other rights under any constitution, law, statute, or ordinance.
 - F. The Parties agree that the conditions in Paragraph 15 (and its sub-parts) are continuing obligations that survive beyond the effective date of this Agreement.
16. Employer agrees to take no action which is intended to, or would reasonably be expected to, make allegations of wrongdoing against, make allegations of inappropriate or unlawful associations against, harm the reputation of, or would reasonably be expected to lead to unwanted or unfavorable publicity to Employee.
17. Employer agrees to provide Employee with a neutral job reference, such that employer will only confirm Employee's date of hire, position title, and date of resignation.
18. The Parties each understand and agree that failure to comply with any precondition, condition, obligation, or requirement in this Agreement, including conditions, obligations, or requirements that survive beyond the effective date of this Agreement, will constitute a breach of this Agreement for which the non-breaching Party may seek and recover injunctive relief, damages, costs, attorneys' fees, and other remedies through a lawsuit.
19. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one instrument. This Agreement is effective on the date of execution by both Parties ("effective date").
20. **Severability:** Should any provision of this Agreement be declared invalid, the validity of the remaining terms or provisions shall not be affected and shall remain in force.
21. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between Employee and Employer regarding Employee's employment with and separation from Employer.

22. **Written Modification:** This Agreement may not be modified, amended, or otherwise changed unless the modification, amendment, or change is in writing and signed by the Executive Director of Employer and Employee.
23. **Governing Law:** This Agreement is to be governed by the laws of the State of Texas.

EMPLOYEE



Brittany Torres

11 / 16 / 2020

Date

EMPLOYER

By: Eddie Conger
Superintendent, International Leadership of
Texas

Date