

## MUTUAL TERMINATION AGREEMENT AND RELEASE

STATE OF TEXAS                                   §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF BEXAR                           §

This Termination Agreement and Release (“Agreement”) is entered into and effective as of February 15, 2024 (“Effective Date”) by and between the Edgewood Independent School District (“District”), a political subdivision of the State of Texas, acting by and through its Board of Trustees, and the Texas A&M University at San Antonio (TAMUSA) Institute for School & Community Partnerships (“Operating Partner”). This Agreement is the final agreement between the District and TAMUSA (collectively, “Parties”), and it controls the contractual partnership relation between the Parties hereto and after the date of this Agreement.

WHEREAS, on February 25, 2021, the District’s Board of Trustees approved an SB 1882 Agreement (“SB 1882 Operating Agreement”), which authorizes a cooperative partnership between a public education institution and a charter under Texas Education Code Chapter 12, Subchapter C, specifically §§12.052, §§12.0521, or §§12.0522., between the District and TAMUSA Institute for School & Community Partnerships to operate specific grade levels at Winston Intermediate School of Excellence (“WISE”); and

WHEREAS, on November 14, 2023, the District’s Board of Trustee’s approved school consolidations and closures affecting Wrenn Middle School and Winston Intermediate School of Excellence (“WISE”); and

WHEREAS, in consideration of the approval of school consolidations and closures affecting Wrenn Middle School and WISE, the Parties have reached a mutually acceptable agreement to terminate their SB 1882 Partnership Agreement; and

WHEREAS, section 4.04 of the SB 1882 Operating Agreement permits termination of the parties' agreement at any time without cause and by mutual written agreement if said termination is effective no sooner than the end of the then current school year.

WHEREAS, the District communicated its consolidation and closures of schools, including WISE, to the Operating Partner; and

WHEREAS, the Parties mutually agree to terminate the SB 1882 Operating Agreement pursuant to section 4.04 of the SB 1882 Operating Agreement.

**W I T N E S S E T H:**

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

1. **Adoption of Recitals.** The recitals set forth above are adopted as a part of this Agreement and the facts set forth therein are acknowledged and agreed to be true and accurate.
2. **Mutual Termination of Partnership.** Upon the approval and execution of this agreement by all parties and signatories hereto, the Parties do hereby voluntarily submit this mutual termination agreement, effective May 24, 2024. A copy of the resolution adopted and approved by the Board of Trustees of the District is attached as **Exhibit "A."**
3. **Closure of School.** The parties agree to cooperate to carry out the District's closure protocol which shall include timely notification to parents, including assistance in finding new placements; orderly transition of students' records to the District; disposition of campus funds, property, and assets in accordance with law. The Operating Partner

agrees to evacuate District property on or before June 24, 2024, unless otherwise agreed to by the parties in writing.

4. **Settlement of Accounts.** The District and the Operating Partner do hereby agree to account for and settle any and all outstanding balances, including overpayments to the Operating Partner by the District over the course of the partnership, no later than July 24, 2024, unless otherwise agreed to by the parties in writing.

5. **Attorney's Fees.** The District and the Operating Partner do hereby agree to be responsible for and pay for each of their respective attorneys' fees, if any, incurred by the District and TAMUSA in connection with the negotiation of this Mutual Termination Agreement.

6. **Non-Disparagement and No Public Remarks.** The Parties covenant and agree not to disparage each other, its Trustees, officers, employees, representatives, agents, or attorneys. The Parties also agree not to discuss the facts and circumstances of this Agreement in a disparaging manner or make disparaging remarks about each other on social media websites and applications, including, but not limited to, Facebook, Twitter, Instagram, SnapChat, Google, and LinkedIn. The Parties further agree not to comment publicly in a negative manner about the matters referenced in this Agreement, unless otherwise permitted by this Agreement or as required by law.

7. **Mutual Waiver and Release of Claims** (a) Expressly as part of the consideration of this Agreement, each Party, on behalf of itself and its representatives, agents, employees, successors, and assigns, hereby releases and forever discharges the other Party and its representatives, agents, employees, successors, and assigns from any and all claims, demands, actions, causes of action, liabilities, costs, and expenses, whether at law or in equity, known or unknown, arising out of or in any way connected with any

matters, disputes, or events occurring up to the effective date of this Agreement. (b) Each Party expressly covenants and agrees not to sue or participate, unless required to by court order, in any federal or state judicial or state administrative proceeding against either Party or its Trustees, officers, employees, representatives, agents or attorneys, in their official or individual capacities, related to, raised during, or concerning this partnership.

8. **Entire Agreement.** This Agreement, together with the instruments referenced herein, constitutes the entirety of the Agreement between all the parties hereto. This Agreement shall be binding upon all the parties hereto, their respective heirs, executors, administrators, successors, and assigns.

9. **Governing Law.** This Agreement is hereby deemed performable entirely in Bexar County, Texas, and shall be governed, construed, and enforced in accordance with and subject to the laws of the State of Texas.

10. **Multiple Copies.** This Agreement may be executed in a number of identical counterparts, each which shall be deemed an original for all purposes. All the parties hereto further agree that they shall execute any and all documents necessary to effect the intent and purposes of this Agreement. Further, this Agreement supersedes any and all prior oral or written agreements, arrangements or understandings between the parties that relate to any of the subject matter of this Agreement. This Agreement may be modified or terminated only in writing, executed by all the parties hereto.

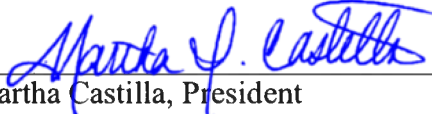
11. **Written Modification.** This Agreement may not be modified, amended, or otherwise changed unless the modification, amendment, or change is in writing and signed by each the President of Board of Trustees for the District, and the President of the Board of Trustees for TAMUSA Institute for School & Community Partnerships.

12. **Severability.** This Agreement is severable, and if one or more of the provisions

contained in this Agreement is determined to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability does not affect any of the remaining provisions. This Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent of the law.

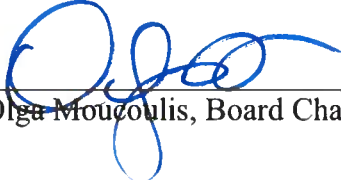
13. **Agreement Read and Understood.** The Parties hereby certify that they have read this entire Agreement. They have had the terms read and their consequences explained by their respective attorneys. They fully understand all the terms and consequences of this Agreement.

IN WITNESS WHEREOF, this Agreement was executed and agreed.

By:   
Martha Castilla, President  
EISD Board of Trustees

February 20, 2024  
Date

TAMUSA Institute for School & Community Partnerships

By:   
Olga Mouzoulis, Board Chair

3-5-24  
Date