



("Forgiveness Agreement") and had previously entered into a loan agreement as described in Section 4.8(b) of the Contract as amended, Paragraph A of the Recitals in the Forgiveness Agreement, and Paragraph 1 of the Forgiveness Agreement ("Loan").

WHEREAS, Trigg resigns from his position as an employee and as Superintendent of the District effective at 11:59 p.m., June 30, 2023; and

WHEREAS, it is strictly the voluntary act of Trigg to voluntarily resign his employment as an employee and as Superintendent of the District because Trigg believes it will be in his best interest and that of the District to voluntarily resign his position as an employee and as Superintendent of the District.

WITNESSETH:

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

1. Trigg does hereby voluntarily submit his resignation as an employee and as the Superintendent of the District effective at 11:59 p.m., June 30, 2023, and the Board does hereby accept his resignation as an employee and as the Superintendent of the District effective at 11:59 p.m., June 30, 2023. Trigg's resignation letter shall be submitted to the Board at the properly called and posted board meeting for October 11, 2022. See **Exhibit "A"** which is attached hereto and incorporated herein by reference. Trigg agrees that if the District hires an individual to succeed Trigg as Superintendent prior to the effective date of Trigg's resignation, the District may, at its option, provide that individual with the responsibilities and title of Superintendent, in which case Trigg's responsibilities until the effective date of his resignation would shift to working collaboratively with that individual on transition matters and Trigg's title would change to a reasonably appropriate title to encompass such transition responsibilities but the terms of this Agreement would not otherwise be affected.

2. The parties agree that this Agreement, including the terms governing Trigg's resignation, are part of a mutual agreement to terminate the Contract as set out in Section 6.1 of the Contract. The parties further agree that the terms of the Contract will continue to govern Trigg's employment during the period between the Effective Date (as defined below) and the time when Trigg's resignation becomes effective on June 30, 2023, including the Board's right to terminate the Contract and Trigg's employment for "good cause" as stated in Section 6.2 of the Contract; provided, however, that if the Board terminates the Contract and Trigg's employment pursuant to Section 6.2 of the Contract, this Agreement will become null and void.

3. Trigg and the District through its Board, acknowledge that as of the Effective Date (as defined below), pursuant to the terms of the Contract, and the Forgiveness Agreement, there exists a total of \$750,000.00 unforgiven on the Loan. In consideration for the mutual promises in this Agreement, the District agrees to forgive the amount of \$655,000.00 of the Loan, with such forgiveness becoming effective in two tranches, the first being forgiveness of the amount of \$327,500.00 of the Loan effective July 10, 2023, and the second being forgiveness of an additional \$327,500.00 of the Loan effective January 31, 2024. Notwithstanding the foregoing, in the event Trigg sells the real property which is the subject of the Loan before the Loan forgiveness just described otherwise becomes effective, then the remaining amount of the agreed \$655,000.00 of Loan forgiveness that has not already become effective will become effective on the date of the closing of the sale of the real estate. The parties acknowledge that after taking into account the \$655,000.00 of forgiveness of the Loan as described in this Section, the balance of the Loan would be \$95,000.00. The parties agree that the currently

applicable provisions of the Contract will govern whether and to what extent all or any portion of that remaining \$95,000.00 of the Loan is forgiven. In the event the Loan is fully forgiven, the District agrees to cooperate in securing the removal of any lien on the property at issue including by executing such documents releasing the lien as may be required by a title company.

4. On or before 5:00 p.m., June 30, 2023, Trigg shall return to the District all keys, cell phones, computers, credit cards, if any, and other property, if any, of the District in Trigg's possession as it relates to Trigg's employment as the Superintendent of the District.

5. On or before June 30, 2023, Trigg shall remove his personal effects and property from the office Trigg has utilized while serving as Superintendent of the District.

6. To the extent it may be permitted to do so by applicable law, the District does hereby agree to defend, hold harmless, and indemnify Trigg from any and all demands, claims, including but not limited to suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings or administrative proceedings currently pending or subsequently hereto brought against Trigg in his individual capacity or his official capacity as an employee and as Superintendent of the District, providing the incident(s) which is (are) the basis of any claim or lawsuit arose or does arise in the future while Trigg, as Superintendent and as an employee of the District, was acting within the scope of Trigg's employment with the District; excluding, however, those claims or any causes of action where it is determined that Trigg committed a criminal act, official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard; and excluding any costs, fees, expenses or

damages that would be recoverable or payable under an insurance contract, held either by the District or by Trigg. The selection of Trigg's legal counsel shall be made with the mutual agreement of Trigg and the District, which agreement will not be unreasonably withheld by either party unless otherwise required by District's insurance coverage. A legal defense may be provided through insurance coverage.

7. The District and Trigg do hereby agree to be responsible for and pay for each of their respective attorneys' fees incurred by the District and Trigg in connection with the negotiation of this Agreement.

8. After June 30, 2023, Trigg agrees to provide assistance to and cooperate with the District, its Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suit, action or legal proceeding brought against the District, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of Trigg's employment with the District, at no additional expense to the District other than reimbursement to Trigg for his documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Trigg by virtue of his taking time off from his then current employment to assist the District at its request. Requests for assistance from Trigg with respect to such matters shall be made through the Board's President, any successor Superintendent, and/or legal counsel for the District, and the amount to be reimbursed to Trigg shall be mutually agreed upon in advance.

9. Expressly as part of the consideration of this Agreement, Trigg does hereby, and for his heirs, executors, administrators, successors and assigns, totally and completely, fully and finally, RELEASE, ACQUIT and FOREVER DISCHARGE the District and its employees, attorneys and agents, the Board and each and every Board member (also referred to herein as a

“Trustee”) (both individually and in the Board members’ official capacities), past and current, of and from any and all claims, actions, causes of action, demands, rights, damages (including, but not limited to, consequential damages), costs, attorney’s fees, expenses and compensation whatsoever, known or unknown, which Trigg had, has, or which may hereafter accrue on account of or in any way growing, arising out of, or otherwise relating to or concerning, Trigg’s employment relationship with District and/or relationship with the District’s Board and/or each and every Board member (both individually and in the Board member’s official capacities) past and present. Without in any way limiting the scope of this release, Trigg intends to release any claims by Trigg for personal embarrassment, mental and physical strain and injury, and for damages to his reputation, and any rights, which Trigg may have under any federal or state constitutions, laws, rules, regulations, or public policy. Such constitutions, laws, rules or regulations include, but again are not limited to, the United States Constitution, the Constitution of the State of Texas, 42 U.S.C. § 1983, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Title IX of the Education Amendments of 1972, Section 504 of the Vocational Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, the Fair Labor Standards Act, the Texas Labor Code, the Texas Education Code, and any further or other federal or state discrimination laws, employment laws or workers compensation or benefit laws, as now or hereafter enacted. The parties agree that Trigg’s release of claims as described in this paragraph is contingent upon the District’s compliance with its obligations under Section 3 of this Agreement such that the District’s material noncompliance will nullify Trigg’s release of claims as described in this paragraph.

Trigg hereby acknowledges that he knowingly and voluntarily enters into this Agreement with the purpose of waiving and releasing, among other things, any claims under the Age Discrimination in Employment Act (“ADEA”), and as such, he acknowledges and agrees that: (i) this Agreement is worded in an understandable way; (ii) any rights or claims arising under the ADEA are waived; (iii) claims under the ADEA that may arise after the date of this Agreement are not waived (except as described in Section 13 of this Agreement); and (iv) the rights and claims waived in this Agreement are in exchange for additional consideration over and above anything to which Trigg was already undisputedly entitled; and (v) Trigg has been advised, and the District hereby advises him, in writing to consult with an attorney prior to executing this Agreement, and he has had sufficient time and opportunity to do so. Trigg acknowledges that he has twenty-one (21) days from the date he received the Agreement to make a decision to accept the benefits and sign this Agreement or to reject the benefits and not sign this Agreement. Trigg has seven (7) days after signing this Agreement to revoke this Agreement. This Agreement is intended to be effective and enforceable as of the Effective Date (as defined below), provided, however, that if Trigg exercises his right to revoke the Agreement, the Agreement will not become effective or enforceable and Trigg will not be entitled to any of the promises, agreements, benefits, or other consideration from the District or the Board that is set out in this Agreement. Trigg understands that in signing this Agreement all claims covered by this Agreement that Trigg has or may have up to the date of this Agreement are released to the fullest extent permitted by law.

The District and the Board likewise totally and completely, fully and finally, RELEASE, ACQUIT and FOREVER DISCHARGE Trigg, his attorneys and agents, of and from any and all claims, actions, causes of action, demands, rights, damages (including, but

not limited to, consequential damages), costs, attorney's fees, expenses and compensation whatsoever, of any kind or character, known or unknown, which the District and/or Board had, has, or which may hereafter accrue on account of or in any way growing, arising out of, or otherwise relating to or concerning, Trigg's employment relationship with District and/or relationship with the Board and/or each and every one of the Board members past and present excluding, however, those claims or any causes of action where it is determined that Trigg committed a criminal act, official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard.

Trigg expressly covenants and agrees not to sue or participate, unless required by court order, in any federal or state judicial or state administrative proceeding against the District or its Board, Board members, officers, employees, representatives, agents or attorneys, in their official or individual capacities, related to or concerning his employment as Superintendent by the District, the Board member's actions regarding his employment as Superintendent of the District, or his voluntary resignation from employment as Superintendent of the District.

The District and the Board likewise expressly covenant and agree not to sue or participate, unless required by court order, in any federal or state judicial or administrative proceeding against Trigg his agents or attorneys, related to or concerning Trigg's employment with the District, retirement or his resignation of that employment. Furthermore, the District and Board covenant and agree not to raise, prosecute, or participate in any grievance, complaint, or other claim against Trigg, and will take such action or actions as may be necessary or required to withdraw or dismiss with prejudice any such grievance, complaint, or claim raised by the District, excluding, however, those claims or any causes of action where it



is determined that Trigg committed a criminal act, official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard, or as otherwise required by applicable law or court order. "Administrative proceeding", as used in this Agreement, includes, by way of example, but not by way of limitation, any hearing or appeal before the District's Board of Trustees, or before the State Board for Educator Certification, or before the State Board of Education, or before the Texas Education Agency under the Texas Education Code.

The District and Trigg agree and understand that the Agreement constitutes a compromise and release, and, except to the extent expressly set forth herein, terminates all rights of both parties relating to the Contract by and between Trigg and the District concerning service as Superintendent of the District. The release includes all contractual rights, liberty rights, constitutional rights, statutory rights, and any other rights or claims, including but not limited to, claims, under 42 U.S.C. 1983, Title VII, the Texas Labor Code, the Texas Education Code, personal injury, slander, unemployment, property damage, and any EEOC or Texas Labor Code chapter 21 (also referred to as the "TCHRA") claims either under state or federal law, known or unknown, that might conceivably be asserted by either party.

10. Trigg and the District agree that the confidentiality of this Agreement, including all facts and allegations associated with the Agreement and related issues, will be maintained and not communicated to any person other than legal counsel for the parties, Trigg's spouse, Trigg's tax advisor and/or accountant, as may be required by law, or as may be required to enforce this Agreement, without the written consent of both parties or as required by law. The parties further agree that no party shall ever make any statements or references to the fact that

they “won,” “prevailed,” or “were prevailing parties”. Notwithstanding the foregoing and in recognition of the District’s obligations under the Texas Public Information Act (“PIA”), the parties agree that the District may disclose this Agreement in response to a PIA request and that the District may post this Agreement on its website consistent with its approach to other agreements between the District and Trigg.

11. Trigg agrees he will not, directly or indirectly, make any derogatory or disparaging written, oral, or electronic statements about the District, the Board, or the Trustees, including any statements about their employment practices, services, or operations. The District likewise agrees that neither the District nor the Board nor any Trustee will, directly or indirectly, make any derogatory or disparaging written, oral, or electronic statements about Trigg. The parties’ obligations under this Section shall not apply to statements otherwise authorized by this Agreement or with respect to communications made in any litigation to enforce this Agreement; to private statements by Trigg to his spouse, family members, or his professional advisors; to private statements by any Trustee to his or her spouse, family members; or to truthful statements that are required by law or valid legal process. Trigg acknowledges that, in executing this Agreement, he has knowingly, voluntarily, and intelligently waived any rights of free speech, free association, free press under the United States Constitution and the Constitution of the State of Texas as to any statements covered by this Section.

12. The parties agree to issue a joint public statement. See **Exhibit “B”** which is attached hereto and incorporated herein by reference. Nothing in this Agreement should be construed to prevent Trigg from requesting a personal reference, oral or written, from a District employee

or Trustee, in their personal and individual capacity, or to prevent such District employee or Trustee from providing such a personal reference to Trigg.

13. In further consideration of the mutual promises and undertakings in this Agreement, and as a condition of receiving any of the Loan forgiveness amounts set out in Section 3 of this Agreement, Trigg agrees to sign the Renewal and Ratification of Release in the form attached as **Exhibit "C"** to this Agreement (the "Renewal and Ratification") within the seven-day period following June 30, 2023, and to return a signed copy of the Renewal and Ratification within that time period to the Board's President or the District's legal counsel. Once Trigg does so, the parties agree that the promises by Trigg set out in Section 9 of this Agreement will apply to any claims arising after the date this Agreement is signed and through the date that Trigg signs the Renewal and Ratification but will not apply to any claims arising after the latter date.

14. The Agreement is hereby deemed performable entirely in Dallas County, Texas, and shall be governed, construed and enforced in accordance with and subject to the laws of the State of Texas. Mandatory and exclusive venue for any lawsuit or adjudicative proceeding brought by either party to the contract shall be in a State District Court or a federal court located in Dallas County, Texas.

15. The Agreement may be executed in a number of identical counterparts, each of 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 affect the intent and purposes of the Agreement. Further, the Agreement supersedes any and all prior oral or written agreements, arrangements, employment contracts, or understandings between the parties except as otherwise stated herein and except as to the obligations under the agreements and other documents associated with the


Loan or the Forgiveness Agreement, or any previous forgiveness agreement. The Agreement may be modified or terminated only in writing, executed by all the parties hereto.

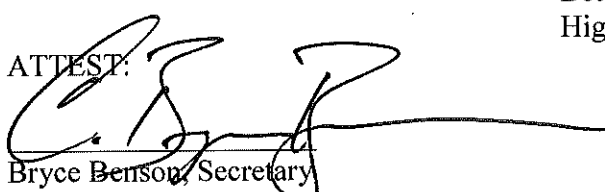
16. The Agreement constitutes the entirety of the understanding between all the parties hereto as to the subject matter herein. The Agreement shall be binding upon all the parties hereto, their respective heirs, executors, administrators, successors and assigns.

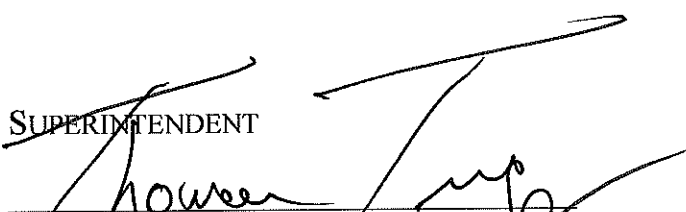
17. The President of the Board has been authorized to execute the Agreement on behalf of the District by action of a majority of a quorum of the Board present at a properly called and posted meeting on October 11, 2022.

18. IN WITNESS WHEREOF, all the parties hereto have executed the Agreement in multiple originals to be effective from October 11, 2022 (the "Effective Date") and thereafter.

HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT

By:   
\_\_\_\_\_  
Tom H. Sharpe, President  
Board of Trustees  
Highland Park Independent School District

ATTEST:   
\_\_\_\_\_  
Bryce Benson, Secretary  
Board of Trustees  
Highland Park Independent School District

  
\_\_\_\_\_  
SUPERINTENDENT  
Dr. Thomas Trigg, Superintendent  
Highland Park Independent School District

# EXHIBIT "A"

# HIGHLAND PARK INDEPENDENT SCHOOL DISTRICT

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7015 WESTCHESTER DRIVE, DALLAS TEXAS 75205  
TELEPHONE (214) 780-3000 FAX (214) 780-3004

TOM TRIGG, Ed.D.  
Superintendent of Schools

October 11, 2022

President Sharpe and the Members of the Board of Trustees:

Please accept this letter as formal notification of my resignation as an employee and as Superintendent of Highland Park ISD, effective June 30, 2023. This letter of resignation is subject to the approval by the Board of Trustees at the Board's meeting on October 11, 2022 of a Voluntary Exit Agreement to be dated October 11, 2022 and further subject to the District's and Board's material compliance with the terms and conditions of that Voluntary Exit Agreement.

It has been a privilege serving the students of Highland Park ISD, working alongside the outstanding staff members of Highland Park ISD and forming positive relationships with so many supportive community members. I wish the District success in its quest for continued excellence.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Trigg", is written over a horizontal line. The signature is fluid and cursive.

Tom Trigg, Ed.D.  
Superintendent of Schools  
Highland Park Independent School District

# **EXHIBIT “B”**

## **JOINT STATEMENT FROM HPISD BOARD PRESIDENT TOM SHARPE AND SUPERINTENDENT TOM TRIGG**

Highland Park ISD Superintendent Dr. Tom Trigg has announced that the 2022-23 school year will be his final one as HPISD Superintendent. Dr. Trigg will have served HPISD for 8 years at the conclusion of this school year. His career in education has spanned 49 years.

“Dr. Tom Trigg’s leadership during the last seven years is as consequential as any superintendent in the history of Highland Park ISD,” said HPISD Board of Trustees President Tom Sharpe. “Not only did he manage the on-time completion of the most aggressive building program that this school district has ever had, but also steadily led our staff and community through the unprecedented challenges presented by the COVID-19 pandemic. I know I speak for all board members past and present when I say thank you for your commitment of service to the students and staff of HPISD.”

Dr. Trigg is only the eighth superintendent in HPISD’s history dating back to 1914. He has held the position since July 2015 following the unanimous approval by the HPISD Board of Trustees. He has committed to lead the school district through the current school year and will assist the HPISD Board of Trustees in ensuring a smooth transition to a new superintendent.

“It has been a tremendous privilege to get to know and serve the students of Highland Park ISD, working alongside outstanding staff members while forming positive relationships with so many supportive community members. I am proud of all that has been accomplished during the last seven years to position the district for continued future success,” Dr. Trigg said. “Providing students with the best opportunity to succeed is my passion and life’s work and, while I am going to miss the people I have been fortunate to work with during the last few years, I am looking forward to the next chapter in my career. Thank you to the entire HPISD school community.”

### **While in Highland Park ISD, Dr. Trigg has:**

- Overseen the passage and implementation of a \$361 million bond program which resulted in renovations and additions to Armstrong Elementary, McCulloch Intermediate School, Highland Park Middle School and Highland Park High School; the complete rebuilding of Hyer Elementary, University Park Elementary, Bradfield Elementary, and construction of Boone Elementary, the first new elementary school in HPISD in 68 years as well as the new Seay Tennis Center. The bond program was completed on-time and on-budget.
- Overseen the passage of a Voter Approved Tax Ratification Election to enable HPISD to access four Golden Pennies, which allowed the district to provide its largest compensation increases to staff members over a 2-year period, the largest in 15 years. Even with approval of the election, the tax rate is currently at a five-year low.
- Opened the new William P. Clements Jr. Leadership Center that houses a new natatorium, weight room, locker room, athletic offices and second-floor meeting rooms that are used for board meetings, professional development training sessions and various community events.



- Been instrumental in creating the HPISD Moody Innovation Institute to enrich the teaching of STEAM (Science, Technology, Engineering, Arts and Mathematics) which includes the addition of the Moody Advanced Professional Studies Center at Highland Park High School. The MAPS Center provides high school juniors and seniors opportunities to take advanced coursework in several disciplines in a professional environment.
- Worked with both the Town of Highland Park and City of University Park to enhance school safety. The district has gone from having only one police officer in 2015 to now having an officer assigned to each school campus. In addition, the renovations, additions and new construction have provided significantly more security to every district facility.
- Increased the district's fund balance to provide greater financial security. HPISD now maintains four months of operating expenses in its fund balance, which is slightly over what is generally recommended to school districts. In addition, HPISD is one of only seven school districts in Texas to have a Aaa bond rating from Moody's.
- Upgraded the district's technology fiber network to improve internet connectivity and safety.
- Navigated HPISD through the unexpected global pandemic that extended from spring 2020 to spring 2022.

**Academic accomplishments during Dr. Trigg's tenure include:**

- Highest district accountability rating in the history of the district.
- According to National Clearinghouse data 95% of HP graduates who attend college as freshmen return for their sophomore year of college.
- HP students have continued to significantly outperform their state and national peers on both the ACT and SAT.
- In May 2022, 1,248 Highland Park High School students completed 3,234 AP exams. From 2021 to 2022, the percentage of students who scored a 3 or higher on at least one AP exam increased from 74% to 83%.
- Four UIL Lone Star Cups, bringing HP's total to 13, most of any high school in the state of Texas.

# EXHIBIT "C"

**RENEWAL AND RATIFICATION OF RELEASE**

**IMPORTANT NOTICE:** Dr. Thomas Trigg (“Trigg”) may sign this Renewal and Ratification only within the seven-day period following June 30, 2023. No later than seven days after June 30, 2023, Trigg must return a signed copy of this Renewal and Ratification to the Board President or the District’s legal counsel.

1. Trigg previously entered a VOLUNTARY EXIT AGREEMENT with Highland Park Independent School District (the “Exit Agreement”) that is incorporated herein by reference. Capitalized terms not defined in this Renewal and Ratification shall have the same definitions as assigned in the Exit Agreement.

2. Section 9 of the Exit Agreement contains a release of claims. In exchange for the promises and other consideration offered to Trigg in the Exit Agreement, Trigg hereby renews and ratifies his acceptance of the release of claims and the other terms set out in Section 9 of the Exit Agreement. Trigg understands that by signing this Renewal and Ratification, he is releasing all claims against the entities and individuals described in Section 9 of the Exit Agreement, including, but not limited to, claims under federal, state, or local laws prohibiting employment discrimination, including the Age Discrimination in Employment Act, to the extent any such claims arose after the Effective Date of the Exit Agreement and continuing through the date that Trigg signs this Renewal and Ratification.

3. The District hereby advises Trigg to consult with an attorney of his choice before signing this Renewal and Ratification.

4. Trigg understands that (a) he has had 21 days to consider whether to sign this Renewal and Ratification; (b) he has a seven-day period following his signing and returning of this Renewal and Ratification during which he may revoke his acceptance by notifying the Board President or the District’s legal counsel; (c) if he does not timely sign this Renewal and Ratification, or if he timely revokes his acceptance of it, he will not be entitled to receive the consideration described in Section 3 of the Exit Agreement; and (d) if he signs this Renewal and Ratification and does not timely revoke his acceptance, this Renewal and Ratification will become effective on the eighth day after he signed and returned it to the Board President or the District’s legal counsel.

AGREED on the date shown below:

\_\_\_\_\_  
Dr. Thomas Trigg

\_\_\_\_\_  
Date Signed