

VOLUNTARY RETIREMENT AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

THIS VOLUNTARY RETIREMENT AGREEMENT (“Agreement”) is made by and between the **EL PASO INDEPENDENT SCHOOL DISTRICT** (“District”), a political subdivision of the State of Texas, acting by and through its **BOARD OF TRUSTEES** (“Board” or “Trustees”) and **DIANA SAYAVEDRA** (“Sayavedra”). This Agreement is the final agreement between the District and Sayavedra, and it controls the contractual employment relationship between the parties hereto after the date of the Agreement.

WHEREAS, Sayavedra is currently employed as Superintendent by the District under a Superintendent’s Employment Contract (“Contract”) executed on and effective January 25, 2024, with a term ending on January 25, 2029; and

WHEREAS, after a very successful tenure as Superintendent, Sayavedra has announced her intent to retire from the District, effective on January 31, 2026; and

WHEREAS, Sayavedra announced her plans to retire at a time that gave the Board the opportunity to plan for the transition of leadership and sufficient time to employ another person to take over the position of Superintendent of Schools; and

WHEREAS, Sayavedra and the Board have reached a mutually acceptable agreement for Sayavedra to be reassigned to the position of Superintendent Emeritus as of June 15, 2025 at 11:59 pm and to resign and retire from the District as Superintendent Emeritus on January 31, 2026; and

WHEREAS, Sayavedra and the Board want to set forth the duties and responsibilities of Superintendent Emeritus and confirm the agreements in the Contract that are applicable to Sayavedra’s retirement from the District on January 31, 2026; and

WHEREAS, the Board concludes that this Agreement will serve a legitimate public purpose related to the educational mission of the District.

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 hereto do hereby agree as follows:

1. In accordance with Section 10.1 of the Contract, Sayavedra and the Board agree that she will be reassigned to the position of Superintendent Emeritus as of 11:59 p.m. on June 15, 2025 ("Reassignment Date"), and that she will fulfill the duties of that position until her retirement on January 31, 2026. Sayavedra shall continue to serve as Superintendent in accordance with the terms of her Contract through the Reassignment Date. After the Reassignment Date, Sayavedra may engage in employment/consulting activities that do not substantially interfere with her ability to perform her duties of Superintendent Emeritus pursuant to this Agreement.

2. Sayavedra does hereby voluntarily submit her resignation from the District and from the position of Superintendent Emeritus and the Board does hereby accept her resignation effective at 11:59 p.m. on January 31, 2026 ("Resignation Date"). Notwithstanding anything to the contrary herein, Sayavedra shall be paid her full salary and benefits pursuant to the terms of the Contract through the Resignation Date.

3. In her position as Superintendent Emeritus and to ensure a smooth transition of leadership, Sayavedra will serve as an advisor to the successor/interim superintendent, reporting directly to the Board. In her position as Superintendent Emeritus, Sayavedra will only be acting in an advisory role and will have no administrative duties, responsibilities or authority related to the operation of the District, District campus, District programs or other subdivisions of the District. In her advisory role related to the transition of leadership, the advisory services provided

by the Superintendent Emeritus may include, without limitation and at the direction of the Board President: advising the successor/interim superintendent with respect to staff performance documents/processes, as needed and deemed necessary by the successor/interim superintendent related to the transition of leadership; advising the successor/interim superintendent with respect to budgeting, finance and/or related processes and reporting, as needed and deemed necessary by the successor/interim superintendent related to the transition of leadership; and/or advising the successor/interim superintendent in areas of instructional management, District improvement, student management, personnel management and construction projects as may be deemed necessary by the Board or the successor/interim superintendent related to the transition of leadership. Between the Reassignment Date and the Resignation Date, Sayavedra will be available to assist the successor/interim superintendent and/or the Board at mutually agreeable times upon request of the Board President. During the course of the reassignment to Superintendent Emeritus, Sayavedra will be provided an office space, computer and other equipment, as needed, for the performance of her Superintendent Emeritus duties.

4. In addition to the amount set forth in Section 2 hereof, in consideration of Sayavedra voluntarily resigning her position as Superintendent Emeritus of the District and retiring from the District on the Resignation Date, the District shall pay Sayavedra, on or before Resignation Date, the sum of THREE HUNDRED FORTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY-ONE AND 39/100 DOLLARS (\$347,851.39) ("Total Settlement Payment"), representing the value of 11 month's salary and benefits pursuant to the Contract.

The Total Settlement Payment shall be paid and distributed as follows:

(a) On or before Resignation Date, ONE HUNDRED FORTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY-ONE AND 39/100 DOLLARS (\$147,851.39) shall be paid jointly to

Sayavedra and Cory Hartsfield, P.C., and delivered to the law offices of Cory Hartsfield, P.C., 1701 W. Northwest Hwy, Suite 100, Grapevine, Texas 76051; The District shall withhold applicable state and federal deductions from this portion of the Total Settlement Payment, but shall not withhold any payments to the Teachers Retirement System from the Total Settlement Payment.

(b) TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) to be paid for the benefit of Sayavedra as follows:

| Payments | Timing of Payments | | |
|------------------------------------|-------------------------------------|---|--------------|
| | Must be made on or before this date | | |
| | December 31, 2025 | After January 1, 2026 but before January 31, 2026 | TOTAL |
| EPISD Employer Paid 403(b) Annuity | \$77,500.00 | \$41,500.00 | \$119,000.00 |
| EPISD 457 | \$11,000.00 | NA | \$11,000.00 |
| EPISD 401(a) | \$70,000.00 | NA | \$70,000.00 |
| Total | \$158,500.00 | \$41,500.00 | \$200,000.00 |

The District shall fund any existing supplemental retirement plans of the District (the “Current Plans”), if any, to which the amounts shall be contributed as specified above for the Employer-paid Section 403(b), 401(a) and Voluntary 457(b) Plans. As necessary, the District shall establish an Employer-paid Section 403(b), a 457(b) plan, and a plan under Section 401(a) (the “Plans”) of the Internal Revenue Code, as amended (the Code”) by signing an interlocal agreement under Texas law to establish such a plan under the Teacher/Employee Recruitment and Retention

Program with Education Service Center Region 10, authorizing appropriate administrator(s) of the District to sign any other documents needed to establish the Current Plans/Plans and fund the contributions to this plan as specified above. The District and Superintendent agree to execute any and all forms, documents and/or elections necessary to implement the contributions to the Current Plans/Plans as provided herein. The District and Superintendent acknowledge that the Employer Paid 403(b) Plan and the 401(a) Plan shall be non-elective, and the Superintendent shall not have any right to receive contributions specified herein in cash. The Current Plans/Plans shall provide that the contributions made to each plan and all earnings thereon shall be fully vested in the Superintendent at all times. The funds for the Current Plans/Plans shall be invested in such investment vehicles as are allowable under the Code for the applicable types of plans, Texas law and the terms of the Current Plans/Plans, and such investment vehicles shall be determined solely by the Superintendent. Sayavedra shall pay any taxes lawfully due on these payments, if any.

Contributions by the District shall first be made to the Section 403(b) plan, up to the contribution limit under the Code. Contributions by the District shall next be made to the Section 457(b) plan, up to the contribution limit under the Code and then to the 401(a) plan. If there is a difference between the amount set forth in section 4(b) of this Agreement and the actual amount of the contributions to the 403(b), 401(a) and 457(b) Plans as a result of maximum contribution limits, the excess shall be added to and paid in accordance with section 4(a) of this Agreement. The intent being that the District would make the maximum contributions to the Current Plans/Plans and the excess, if any, would be paid in accordance with section 4(a).

Sayavedra may revise the distribution of the Total Settlement Payment (set forth in 4(a) and 4(b) above) by providing written notice to the District at least ten (10) days prior to the Resignation

Date, so long as such revisions do not increase the Total Settlement Payment, as set forth in section 4 of this Agreement.

5. If the District fails to make the payments set forth in this Agreement in a timely manner and in the manner set forth herein, Sayavedra shall be entitled to recover from the District any and all reasonable costs, expenses, and attorney's fees incurred by Sayavedra to enforce the provisions of this Agreement in addition to any other relief Sayavedra shall be entitled to recover.

6. On or before 5:00 p.m. on the Friday before the Reassignment Date, Sayavedra agrees to return to the District all keys, credit cards, student records, official records of the District, if any, and other property, if any, of the District in her possession as it related to her employment as the Superintendent of the District.

7. Sayavedra agrees to remove her personal effects and property from the Superintendent's office no later than 5:00 p.m. on the Reassignment Date.

8. Sayavedra agrees to reasonably cooperate with the District regarding the provision of any information system passwords or other business operating information known only to Sayavedra.

9. After the Resignation Date, Sayavedra 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 Sayavedra's employment with the District, at no additional expense to the District other than reimbursement to Sayavedra for her documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Sayavedra by virtue of her taking time off from her then current employment to assist the District at its request. If Sayavedra is not employed, the District

shall compensate Sayavedra at her daily rate of pay, calculated by dividing her most recent salary under the Contract by 226. Requests for assistance from Sayavedra with respect to such matters shall be made through the President of the Board, any successor superintendent, and legal counsel for the District, and the amount to be reimbursed to Sayavedra shall be mutually understood and agreed in advance. Sayavedra's availability and consultation, under the terms and conditions of this Section 9, will be subject to any request for consultation not interfering with Sayavedra's then-current employment.

10. The parties agree to issue a public statement with respect to Sayavedra's retirement from the District, which is attached hereto as **Exhibit A** and incorporated herein by reference. The Trustees, individually and collectively, do hereby agree that each of them shall refer any third-party inquiries regarding Sayavedra's employment as an employee of the District and as the Superintendent of the District to the Agreement and **Exhibit A**. Furthermore, for purposes of employment after retirement with TRS, Sayavedra shall be provided a letter of reference signed by the Board President. The parties agree that the Board President shall prepare a mutually acceptable letter of reference, the form of which is attached hereto and incorporated herein by reference as **Exhibit B**.

11. To the extent it may be permitted to do so by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Sayavedra from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal or administrative proceeding against Sayavedra in her individual capacity or her official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of her duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does

not apply if Sayavedra is found to have committed 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 with intent to violate a person's clearly established legal rights, or engaged in criminal conduct. Excluded are any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Sayavedra. The selection of Sayavedra's legal counsel shall be with the mutual agreement of Sayavedra and the District if such legal counsel is not also District's legal counsel. The District may, at its sole option, provide a legal defense by purchasing appropriate insurance coverage for Sayavedra or by including Sayavedra as a covered party under any errors and omissions insurance coverage purchased for protection of the Board and District professional employees, in which case Sayavedra's right to agree to legal counsel provided for her will depend on the terms of the applicable insurance contract. No individual Board member shall be personally liable for indemnifying and defending Sayavedra under this paragraph. The District shall not be required to pay any costs of any legal proceedings in the event the Board and Sayavedra are adverse parties to each other in any such proceedings. The District's obligation under this Section shall continue after Sayavedra's retirement for qualifying acts or failures to act occurring during the term of Sayavedra's employment by the District. To the extent this section exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly.

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

13. Expressly as part of the consideration of this Agreement, Sayavedra does hereby, and for her 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 (both individually and in the Board Members' official capacity), 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 Sayavedra had, has, or which may hereafter accrue on account of or in any way growing or arising out of Sayavedra's employment relationship with the District and/or relationship with the District's Board and/or each and every Board Member (both individually and in the Board Members' official capacities) past and present through the date of this Agreement. This release shall be effective upon the full and complete performance of the Board and the District with the terms and conditions contained in this Agreement. Without in any way limiting the scope of this release, Sayavedra intends to release any claims for any rights which Sayavedra may have under any federal or state constitution, laws, rules, regulations, or public policy. Such constitutions, laws, rules or regulations include, but 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 Workers Compensation Act, the Texas Commission on Human Rights Act, the Texas Labor Code, the Family and Medical Leave Act of 1993, the Older Workers Benefits Protection Act, and any further or other federal or state discrimination laws, employment laws or workers compensation or benefit laws, as now or hereafter enacted. Sayavedra

acknowledges she has not assigned, sold, conveyed or otherwise transferred any claim released in this Agreement.

Sayavedra expressly acknowledges and agrees that this Agreement includes a waiver of any rights or claims she may have under the Age Discrimination in Employment Act of 1967 (ADEA) and that the consideration given for this waiver and release is in addition to anything of value to which she is already entitled. Sayavedra further acknowledges that:

- (1) She has been advised in writing to consult an attorney before signing this Agreement.
- (2) She has twenty-one (21) days from receipt of this Agreement to consider it and may sign before the expiration of that period.
- (3) She may revoke this Agreement within seven (7) days after signing by delivering written notice of revocation to the District. If revoked, this Agreement shall be null and void and of no effect.
- (4) This waiver shall not apply to any claims that arise after the date Sayavedra signs this Agreement.

The District and the Board and each and every Board Member (both individually and in the Board Members' official capacity) likewise totally and completely, fully and finally, RELEASE, ACQUIT and FOREVER DISCHARGE Sayavedra, her 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, attorneys' 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 out of or arising out of Sayavedra's employment relationship with the 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 Sayavedra committed a criminal act, official misconduct, or committed a willful and wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard. The District and Board acknowledge that they have not assigned, sold, conveyed, or otherwise transferred any claim released by this Agreement.

14. Sayavedra expressly covenants and agrees not to sue, initiate, 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, on the basis of claims released by Sayavedra pursuant to the Agreement.

The District, Board and Trustees expressly covenant and agree not to sue or participate, unless required by court order, in any federal or state judicial or administrative proceeding against Sayavedra, her agents or attorneys, related to or concerning her employment with the District. Furthermore, the District and Board covenant and agree not to raise, prosecute, or participate in any grievance, complaint, or other claim or investigation against Sayavedra, 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 alleged that Sayavedra committed a criminal act, official misconduct, or committed a willful and wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard. "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.

Nothing herein prohibits Sayavedra or the Board from seeking to enforce the terms of this Agreement.

15. The Board, District and Sayavedra agree and understand that, except as expressly set forth herein, this Agreement supersedes any and all prior oral or written agreements, arrangements, employment contracts, or understandings between the parties and, except as set forth herein, terminates all rights of both parties relating to the Contract by and between Sayavedra 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.

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

17. The Agreement is hereby deemed performable entirely in El Paso 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 El Paso County, Texas.

18. The Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which shall constitute one document. All the parties hereto further agree that they shall execute any and all documents necessary to affect the intent and purposes of the Agreement. The Agreement may be modified or terminated only in writing, executed by all the parties hereto.

19. The President of the Board of Trustees has been authorized to execute the Agreement on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on June 3, 2025.

20. In the event either party brings an action against the other party to enforce the terms and conditions on this Agreement, the losing party in such action agrees to pay the prevailing party reasonable attorney's fees and court costs, to be affixed by the court.

[signatures to follow]


IN WITNESS WHEREOF, all the parties hereto have executed the Agreement in multiple originals to be effective from and after June 3, 2025.

EL PASO INDEPENDENT SCHOOL DISTRICT

By: 

Leah Hanany, President
Board of Trustees
El Paso Independent School District

ATTEST:



Alex Cuellar, Secretary
Board of Trustees
El Paso Independent School District

DIANA SAYAVEDRA



Diana Sayavedra

EXHIBIT A

PRESS RELEASE

Superintendent Diana Sayavedra Announces Plans to Retire

(EL PASO INDEPENDENT SCHOOL DISTRICT – June 3, 2025)– After three and a half years of service to the El Paso Independent School District community and 35 years in public education, Diana Sayavedra announced today she will retire as Superintendent of Schools.

Sayavedra's last day as Superintendent of Schools in the district will be June 15, 2025; she will remain an employee of the district as Superintendent Emeritus until January 31, 2026, to assist with the transition of leadership.

"It has been a great honor and privilege to lead El Paso ISD and serve the El Paso community," said Superintendent Diana Sayavedra. "Together, we have accomplished important work that positions the district for a thriving future. What I have learned about the El Paso community is its remarkable resilience—time and time again, it rises to meet challenges, and this moment is no different. Because of this strength, I am confident that the community will come together to set students on a successful path to achieve their American dream."

Speaking on behalf of the Board of Trustees, Board President Hanany thanked the superintendent for her ability to build a strong culture of collaboration both within the district and between the district and the community.

"The Board of Trustees thanks Ms. Sayavedra for her unwavering service and visionary leadership," said Board President Leah Hanany. "Her dedication to El Paso ISD and her commitment to excellence have left an indelible mark on our district. Under her guidance, we have seen meaningful advancements in academic programming, community partnerships, and fiscal responsibility. She has been a steadfast advocate for students, families, and educators, working tirelessly to elevate El Paso ISD to new heights. This decision was not made lightly, and as we move forward, the Board is committed to building on the foundation she helped create and working closely with our community to ensure a strong and promising future for all students."

District Highlights Under Sayavedra's Leadership

The launch of the Strategic Blueprint "Hopes and Dreams Realized 2022–2025" marked a pivotal moment in Superintendent Diana Sayavedra's leadership, setting the foundation for El Paso ISD's transformation into a destination district. Under Sayavedra's visionary leadership, the district has embraced a holistic approach to education, prioritizing whole-child development, academic excellence, accountability, and equity.

Central to this success was the development and implementation of a guaranteed and viable curriculum, bolstered by high-quality instructional materials (HQIM), which is already demonstrating significant promise.

Academic Success: Commitment to academic success is evident in the upward trajectory of student outcomes, highlighted by an average of 4% gain across various subjects.

Campus Transformation: Implemented bold actions to transform campuses in crisis, including Canyon Hills Middle School, Murphree PK-8, Tinajero PK-8, and Guillen Middle School, with a focused commitment to supporting and enhancing student achievement.

Leadership Development: Partnered with the Holdsworth Center to create a leadership pipeline deeply anchored in core leadership values collaboratively shaped by all stakeholders. This initiative underscores our unwavering commitment to cultivating future leaders who embody our shared vision and drive organizational excellence.

Focus on Early Learning: Launched Montessori programs at Moreno and Dr. Green Elementary Schools, while also expanding access to free full-day Pre-K3 and Pre-K4, and introducing Extended Day Learning programs, all aimed at enriching early learning experiences for our youngest students.

Community Engagement: Expanded Community Schools and transformed convocations into vibrant Back-to-School Fiestas, while also boosting PTA participation and fostering greater community involvement to enhance engagement and support for our schools.

Fiscal Responsibility: Worked closely with the Board of Trustees to adopt balanced budgets in two of three cycles, addressed teacher compensation, streamlined central office operations and sold 16 surplus properties, all of which contributed to maintaining a healthy fund balance.

Destination District Redesign (DDR): Conducted a three-phase initiative leading to school consolidations, addressing a \$32.2M deficit while investing in receiving schools with expanded programs and upgraded facilities.

EXHIBIT B

LETTER OF REFERENCE

EL PASO ISD BOARD OF TRUSTEES

June __, 2025

To Whom It May Concern:

Please allow this letter to serve as my recommendation for employment of Diana Sayavedra. As Board President, it has been my pleasure to have worked with Ms. Sayavedra in the El Paso Independent School District. Ms. Sayavedra operates with an unwavering belief of the transformative power of public education, which has been consistently reflected in her commitment and dedication to the success of the El Paso ISD. She is a collaborative servant leader and has created effective approaches to team management and leadership. She is an accomplished educator with high standards for classroom instruction and quality teacher development.

Ms. Sayavedra has had to face obstacles from day one in the school district and has worked diligently with others to transform the culture and direction of the school district. During her tenure in the school district, Ms. Sayavedra has admirably provided her leadership to the District under increasingly difficult economic circumstances while maintaining qualified staff and quality instructional programs and initiatives.

Ms. Sayavedra possesses a strong work ethic. She thrives on being a “catalyst” for positive improvement, and is above all, always proactive. She exhibits great vision and believes in building the capacity of all school district team members. She handles school district matters with poise and diplomacy. Ms. Sayavedra leads by example and believes strongly in preserving the respect and dignity of every individual.

I highly recommend Ms. Sayavedra for any position of responsibility, most especially as school superintendent. In conclusion, I know you will come to admire her dedication to children and learning as I do.

Sincerely,

_____, President
Board of Trustees
El Paso Independent School District