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**COMPROMISE SETTLEMENT AGREEMENT
AND FULL AND FINAL RELEASE OF ALL CLAIMS**

THIS COMPROMISE SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE OF ALL CLAIMS (the Settlement Agreement) is made and entered into by and between Crystal Goodman, (Charging Party) and the Bryan Independent School District (Bryan ISD or the District). Charging Party and Bryan ISD will collectively be referred to as the Parties.

I. RECITALS

WHEREAS, Charging Party filed a complaint with the Equal Employment Opportunity Commission (EEOC) with the charge number 460-2024-03223 against Bryan ISD asserting claims arising from her employment with the District, including allegations of discrimination and retaliation (the Complaint); and

WHEREAS, this Settlement Agreement is a compromise of disputed claims and is entered into by Charging Party and Bryan ISD to avoid the cost, uncertainty, and inconvenience of litigation; and

WHEREAS, this Settlement Agreement shall not in any way be construed as an admission by Bryan ISD that it has violated any law or that Bryan ISD is liable in any regard to Charging Party, any and all liability being expressly denied by the District; and

WHEREAS, the Parties desire to fully and finally settle and compromise all claims, matters, disputes, and causes of action between and among them, and to enter into certain promises and agreements between them without admission of liability or fault by any of the Parties; and

WHEREAS, the Parties desire to avoid the cost, uncertainty, and inconvenience of litigation, and to buy peace, the Parties have agreed to settle the claims arising from the Complaint pursuant to the terms of this Settlement Agreement.

NOW, THEREFORE, to fully document their agreement, and for and in consideration of the mutual covenants, promises, and agreements contained herein, the receipt, adequacy, and sufficiency of which are hereby acknowledged in full accord and satisfaction, the Parties, intending to be legally bound, agree as follows:

II. SETTLEMENT AND CONSIDERATION

1. In consideration of the premises and mutual promises contained herein, Charging Party and Bryan ISD mutually acknowledge, represent, and expressly agree to enter into a full and complete settlement and release of all disputed claims and controversies that are the subject of the proceeding identified above and all other claims related to any actions or circumstances arising from Charging Party's employment with Bryan ISD. Charging Party and Bryan ISD voluntarily and knowingly enter into and execute this Settlement Agreement, with the express intention of

extinguishing all claims designated in this Settlement Agreement.

2. In consideration and exchange for this Settlement Agreement and the releases contained herein and the payment of certain funds, the Parties have agreed to the following terms (the Settlement Terms):

- a. Charging Party hereby submits her resignation from all employment with the District effective July 15, 2024. Charging Party will utilize accrued, paid leave on July 8-10 and 15, 2024. Charging Party will remove her personal belongings from her office on July 11, 2024. Bryan ISD hereby accepts Charging Party's resignation.
- b. Bryan ISD agrees to pay the sum of THIRTY-SIX THOUSAND DOLLARS AND ZERO CENTS (\$36,000.00) (the Settlement Amount) payable to Charging Party, less legal deductions, subject to W-2 reporting, as full and complete payment.
- c. The settlement check will be sent to Charging Party at the address designated by Charging Party on the completed W-4 withholding certificate within fourteen (14) business days of the date that this agreement and any resolution agreements prepared by the EEOC to indicate this matter has been resolved are fully executed by both parties, assuming the ADEA revocation provision referenced in Paragraph 4 has expired.
- d. Charging Party specifically agrees this Settlement Agreement constitutes a withdrawal of any and all charges she has filed against Bryan ISD with the Equal Employment Opportunity Commission (EEOC) and the Texas Workforce Commission (TWC), as well as any and all complaints filed by Charging Party against the District through any local complaint or grievance process under Board Policy. Charging Party further agrees to execute all resolution agreements prepared by the EEOC to indicate this matter has been resolved and her charges and claims are resolved.
- e. Charging Party agrees that she will not seek or accept employment with the District in any capacity in the future. If, in error, Bryan ISD hires Charging Party in the future, any employment will immediately be null and void and rescinded. Charging Party agrees not to re-apply for employment with the District.
- f. Charging Party's final evaluation from Bryan ISD will be her 2022-2023 evaluation. Charging Party will not receive an evaluation for the 2023-2024 school year.
- g. Bryan ISD will provide a letter of reference for Charging Party, attached hereto as **Exhibit A**. All potential employers who contact Bryan ISD will

be referred to the content of Exhibit A as the District's reference. Charging Party agrees that future employment inquiries will be directed to the Superintendent, and if asked, Superintendent will provide a reference consistent with the letter of reference and provide a copy of Charging Party's 2022-2023 evaluation, if requested. If the Superintendent receives an automated reference request, the Superintendent will answer the automated request consistent with the letter of reference and Charging Party's 2022-2023 evaluation. If an automated reference request does not allow the Superintendent to provide a reference consistent with the letter of reference and Charging Party's 2022-2023 evaluation, the Superintendent will have the sole discretion to choose not to respond to the automated request.

- h. Bryan ISD will engage in the following reviews and trainings with appropriate central office staff, including the Superintendent: Texas Association of School Board (TASB) Pay Equity Review and associated training, TASB Pay System Review, with associated training for staff, and a TASB annual maintenance pay review for the 2026 year. Barring extenuating circumstances, the Superintendent will participate in the Pay Equity Review and associated training.
- i. Other than at the meeting of the Board of Trustees to consider this Agreement, which is expected to occur on or near July 8, 2024, the parties agree not to release a formal statement that Charging Party's last day of employment is July 15, 2024, except as required by law or to comply with a lawful directive. The parties acknowledge that as a governmental entity governed by the Texas Open Meetings Act ("TOMA") and the Texas Public Information Act ("TPIA"), the District will post an agenda in which consideration of this agreement is posted with specificity regarding Charging Party's identity and/or Charging Party's position and that this Agreement is subject to release under the TPIA. While it is the parties' intention that neither party shall make a formal announcement regarding Charging Party's last day of employment, Charging Party acknowledges and agrees that the District may post her position after this Agreement is fully executed, and that the District will make supervisory changes in Charging Party's absence which will be discussed with central office, campus leadership, and other appropriate staff. It is the Parties' express agreement that either party may comment on equity and diversity issues in the District, including each party's opinion or perspective of such issues in the District. Charging Party agrees that if the District is asked for a comment from the media regarding this issue, this provision does not prohibit the District from making such a comment. Further, the parties expressly agree that each may respond to any comments made by the other party to the media, on social media, or in public.

Party, to the fullest extent permitted by law, releases and discharges Bryan ISD, its past, present, and future directors, representatives, insurance carriers, and assigns, all both in their individual and in their official capacities, from all claims, causes of action, rights and obligations arising under common law or under federal or state constitutions or laws and relating to, arising out of or regarding any acts or events occurring before the date of execution of this Settlement Agreement by Charging Party.

4. RELEASE OF ADEA CLAIMS: CHARGING PARTY KNOWINGLY, VOLUNTARILY, AND UNCONDITIONALLY DOES HEREBY RELEASE, ACQUIT, COVENANT NOT TO SUE, AND FOREVER DISCHARGE BRYAN ISD FROM ANY AND ALL CLAIMS, DEMANDS, OR SUITS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT (ADEA) THROUGH THE DATE OF EXECUTION OF THIS SETTLEMENT AGREEMENT, WHETHER SUCH CLAIMS, DEMANDS, OR SUITS ARE KNOWN OR UNKNOWN, FIXED OR CONTINGENT, LIQUIDATED OR UNLIQUIDATED, AND WHETHER OR NOT ASSERTED BY CHARGING PARTY, WHICH ARE RELATED TO CHARGING PARTY'S EMPLOYMENT WITH THE DISTRICT. BY INITIALING BELOW, CHARGING PARTY KNOWINGLY, VOLUNTARILY, AND UNCONDITIONALLY AGREES AS FOLLOWS:

CP CHARGING PARTY ACKNOWLEDGES THAT THE FOREGOING PARAGRAPHS, SETTING OUT CHARGING PARTY'S WAIVER AND RELEASE OF CLAIMS, INCLUDING THOSE ARISING UNDER THE ADEA, ARE AN INTEGRAL PART OF THIS SETTLEMENT AGREEMENT, AND SUCH PARAGRAPH AND THIS ENTIRE SETTLEMENT AGREEMENT ARE WRITTEN IN PLAIN ENGLISH, UNDERSTANDABLE BY CHARGING PARTY.

CP CHARGING PARTY ACKNOWLEDGES THAT SHE UNDERSTANDS THAT THIS WAIVER AND RELEASE OF AGE CLAIMS WAIVES HIS RIGHTS AND CLAIMS THAT MAY ARISE UNDER THE ADEA AND MEETS THE REQUIREMENTS SET OUT IN THE OLDER WORKERS BENEFIT PROTECTION ACT OF A VALID AND BINDING WAIVER AND RELEASE.

CP CHARGING PARTY ACKNOWLEDGES THAT THIS WAIVER AND RELEASE OF AGE CLAIMS DOES NOT ATTEMPT TO REQUIRE A WAIVER OF CHARGING PARTY'S RIGHTS OR CLAIMS UNDER THE ADEA THAT MAY ARISE AFTER THE DATE THAT THIS SETTLEMENT AGREEMENT IS SIGNED.

CP CHARGING PARTY ACKNOWLEDGES THE RECEIPT OF VALUABLE CONSIDERATION GREATER THAN ANYTHING SHE CURRENTLY IS ENTITLED TO IN EXCHANGE FOR HER RELEASE OF THE ADEA CLAIMS IN THIS SETTLEMENT AGREEMENT.

CP CHARGING PARTY ACKNOWLEDGES THAT THIS SETTLEMENT AGREEMENT ADVISES CHARGING PARTY TO CONSULT WITH AN ATTORNEY BEFORE SIGNING THIS SETTLEMENT AGREEMENT.

CP CHARGING PARTY ACKNOWLEDGES THAT SHE HAS BEEN GIVEN AT LEAST TWENTY-ONE (21) DAYS WITHIN WHICH TO CONSIDER THIS SETTLEMENT AGREEMENT, INCLUDING THE WAIVER AND RELEASE OF AGE CLAIMS, PRIOR TO SIGNING THIS SETTLEMENT AGREEMENT.

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_____ CHARGING PARTY ACKNOWLEDGES THAT SHE SHALL BE GIVEN SEVEN (7) DAYS AFTER SIGNING THIS SETTLEMENT AGREEMENT TO RESCIND, REVOKE, OR CANCEL THIS SETTLEMENT AGREEMENT. CHARGING PARTY ALSO ACKNOWLEDGES AND AGREES THAT, IF SHE SHOULD RESCIND, REVOKE, OR CANCEL THIS SETTLEMENT AGREEMENT WITHIN THE SEVEN (7) DAY PERIOD SPECIFIED, THIS SETTLEMENT AGREEMENT WILL BE NULL AND VOID.

5. Charging Party further agrees, to the fullest extent permitted by law, to refrain from instituting, prosecuting, pressing, or in any way aiding in the institution or prosecution of any lawsuit, claim, action, grievance, appeal or administrative proceeding against Bryan ISD, its past, present and future directors and/or trustees, Charging Party's, representatives, insurance carriers, and assigns, both in either their individual or in their official capacities, for any claim or cause of action regarding, relating to or arising from any acts or events occurring before the date of execution of this Settlement Agreement by Charging Party. It is the express and unequivocal intent of Charging Party to release, to the fullest extent permitted by law all claims of any kind or character whatsoever that Charging Party has or might have against Bryan ISD, its insurance carriers, Charging Party's, agents, directors or representatives, whether current or former, all both in their official and in their individual capacities, up to and including the date of Charging Party's execution of this Settlement Agreement.

6. The Parties expressly agree that nothing in this Settlement Agreement prohibits Charging Party from filing an administrative charge or complaint with the EEOC, or from participating in or assisting the EEOC in the investigation or processing of any such administrative charge. However, in the event Charging Party files or in any way participates in any charge, complaint, administrative investigation or administrative proceeding. Charging Party hereby waives and releases its right to recover monetary damages in any charge, complaint, administrative proceeding or lawsuit filed by Charging Party or by any person or entity on Charging Party's behalf.

7. In the event Charging Party violates the terms of the waivers, releases and discharges contained in this Settlement Agreement, then Charging Party shall defend, hold harmless and indemnify Bryan ISD, its past, present and future directors, representatives, insurance carriers, and assigns, all in both their individual and in their official capacities, from all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal or administrative proceedings brought by, through, under, or in the name of, or on behalf of the Charging Party arising from or in any way related to any claim or cause of action regarding, relating to or arising from any acts or events occurring before the date of execution of this Settlement Agreement by the Charging Party, including but not limited to any and all costs incurred to defend against any such claims, charges, administrative proceedings or suits brought by, through, under, or in the name of Charging Party.

8. If one or more disputes arise with regard to the interpretation and/or performance

of this Settlement Agreement or any of its provisions, the Parties agree to attempt to resolve same through mediation. If litigation is brought to construe or enforce this Settlement Agreement, the prevailing party shall be entitled to recover attorney's fees, as well as court costs and expenses, including the cost of mediation.

9. This Settlement Agreement shall be construed and interpreted in accordance with the laws of the state of Texas as such laws exist on the date of the execution of this document. This Settlement Agreement is made in Brazos County, Texas and is performable in Brazos County, Texas.

III. WARRANTIES AND REPRESENTATIONS

1. Charging Party acknowledges that she understands and agrees that this Settlement Agreement is a full, final, and complete settlement and release.

2. In executing and giving this Settlement Agreement, Charging Party does hereby state that he has not relied upon any statement, promise, or representation pertaining to this matter made by Bryan ISD or its counsel pertaining to the tax consequences of any consideration conveyed pursuant to this Settlement Agreement.

3. Charging Party is responsible for any and all tax obligations or other obligations under federal and/or state law pertaining to receipt of income, if any, and Charging Party hereby **AGREES TO HOLD BRYAN ISD HARMLESS** from any and all liability relating to any such obligations. Bryan ISD understands that the monies paid to Charging Party and his attorneys herein have been allocated by Charging Party as monies paid for lost wages, mental anguish, attorney's fees, and expenses. Notwithstanding anything to the contrary in this Settlement Agreement, the payment under this Settlement Agreement shall be reported to the extent required by federal and state law. Such reporting will not be considered to be a violation of any provision of this Settlement Agreement.

4. The parties agree that this Settlement Agreement is specifically conditioned upon Charging Party executing all resolution agreements prepared by the EEOC to indicate this matter has been resolved and her charges and claims are resolved.

IV. JOINTLY DRAFTED

This Settlement Agreement is the product of arms' length negotiations between the Parties and their counsel, and no party shall be deemed to be the drafter of any provision of this Settlement Agreement or the entire Settlement Agreement. The wording in this Settlement Agreement was reviewed and accepted by all Parties after reasonable time, and no party shall be entitled to have any wording of this Settlement Agreement construed against another party as the drafter of this Settlement Agreement in the event of any dispute in connection with this Settlement Agreement.

VI. SEVERABILITY

Each provision of this Settlement Agreement is intended to be distinct and several. If any terms of this Settlement Agreement shall be held or declared to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties intend and request that any such offending provision be modified or altered, as necessary, so as to give other provisions maximum legal effect and application.

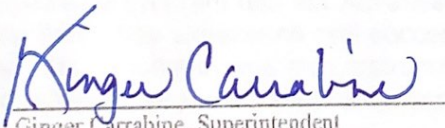
IN WITNESS WHEREOF, the Parties hereto have affixed, or caused to be affixed, their respective signatures, effective on the day and year first written above. All persons executing this Settlement Agreement further confirm and state that they have carefully read the foregoing Settlement Agreement, know the contents, and sign their name freely.

APPROVED AS TO FORM AND CONTENT



Crystal Goodman,
Charging Party

APPROVED AS TO FORM AND CONTENT



Ginger Carrabine, Superintendent
On behalf of Bryan ISD

Exhibit A



July 3, 2024

To Whom It May Concern:

Please accept this letter of reference for Ms. Crystal Goodman for any professional opportunities. Since March 2022, as Superintendent of the Bryan Independent School District, I have supervised Ms. Goodman who served as a member of the senior leadership team on the Superintendent's cabinet.

Ms. Goodman has worked for Bryan ISD from 2013 to July 2024 as an Executive Director of School Leadership. In this role, depending on the alignment each year, she supervised campus principals at every level which includes elementary, intermediate, middle school, and high school. Prior to working in Bryan ISD, she worked in multiple leadership capacities in different districts including campus principal.

The district, comprised of 23 schools, 16,000 students, and 3,000 employees, is the largest public school in Brazos County and leads the area with innovative programs and opportunities for students. Most notably, Ms. Goodman provided supervision to campuses that offered advanced academic academies and programs including the International Baccalaureate Program and the Advanced Placement Capstone program. Additionally, Ms Goodman has experience and success in supervising diverse campuses with high needs. Ms. Goodman was also instrumental in providing and supporting choices and opportunities for all students with a concerted effort to make decisions in the best interest of children.

Sincerely,

Ginger Carrabine
Superintendent
Bryan Independent School District
Ginger.carrabine@bryanisd.org
979-209-1002