

**BRACKETT & ELLIS, P.C.**  
ATTORNEYS AND COUNSELORS

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August 11, 2016

Mr. Jay Brim  
2525 Wallingwood Drive  
Building 14  
Austin, TX 78746

*Via E-mail: [jbrim@brimarnett.com](mailto:jbrim@brimarnett.com)*

Re: Settlement Agreement re Nona Reed

Dear Mr. Brim:

The purpose of this letter is to confirm the settlement agreement between Nona Reed ("Reed") and the Burleson Independent School District ("BISD" or "the District"). The parties have agreed to resolve all matters between them as detailed below.

1. Nona Reed hereby resigns her 2016 – 2017 teacher term contract and employment with BISD effective immediately. Reed will perform no further duties for BISD as of the date of her resignation. Reed's resignation letter is attached as Ex. A. The Superintendent hereby accepts Reed's resignation, effective immediately, and agrees to not submit the matter to the BISD Board to pursue sanctions against Ms. Reed for her late resignation.

2. The District will cease its investigation into Reed's use of, and the recording of, available leave in the 2011 - 2012, 2012 – 2013, and 2013 - 2014 school years.

3. The District will deduct 8.5 days from Reed's available state leave as a result of the recent investigation into her reporting of leave days taken during the 2014 - 2015 and 2015 - 2016 school years.

4. Reed shall be allowed to enroll her son and grandson into Bransom Elementary School for the 2016 – 2017 school year only, regardless of her residence, as long as she resides within Burleson ISD. After the 2016 – 2017 school year, Reed's son and grandson must attend the schools of their residences or follow the District's intradistrict transfer process.

4. Reed HEREBY WAIVES, RELEASES, AND AGREES TO INDEMNIFY and HOLD HARMLESS the District, its Board of Trustees, its employees and agents against any and all claims related to her employment, the investigation into her recording or failing to record

leave days taken, and into her provision of services to students, and her resignation of her employment, whether arising in state or federal law or equity.

5. The District waives any and all claims against Reed related to its investigation into her conduct and her late resignation of her employment, whether arising in law or equity, and agrees not to report her late resignation to the Texas Education Agency, or to seek sanctions for said late resignation.

If the above correctly sets out your and your client's understanding of the terms of settlement, then please have your client sign below on this letter agreement and on Exhibit B, and I will obtain the signature of the Superintendent of Schools.

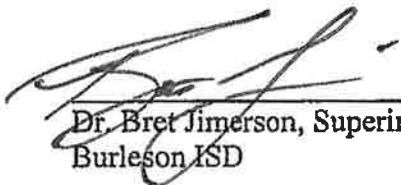
Thank you for your courtesy and attention to this matter.

Sincerely,




Lynn Rossi Scott

Approved as to Form and Content:



Dr. Bret Jimerson, Superintendent  
Burleson ISD



Jay Brim  
Attorney for Nona Reed



Ms. Nona Reed

EXHIBIT B

I, Nona Reed, hereby tender my resignation of my 2016 – 2017 term contract of employment and my employment with the Burleson Independent School District, effective immediately.

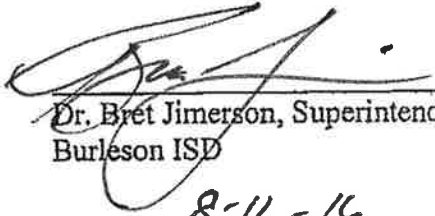
Nona Reed

Signature

August 11, 2016

Date

RESIGNATION ACCEPTED:



Dr. Bret Jimerson, Superintendent  
Burleson ISD

8-16-14  
Date