



and hereby amended through this Agreement. Dr. Cavazos shall remain in the position of Superintendent of the District through August 31, 2023 or until such time as the District hires a successor superintendent or names an interim (“Reassignment Date”). Dr. Cavazos hereby agrees to waive his non-reassignment rights, and from and after the Reassignment Date, Dr. Cavazos agrees to be reassigned to the position of Superintendent Emeritus for the remainder of his employment in the District until the Retirement Date. Notwithstanding anything to the contrary contained herein, Dr. Cavazos shall be paid his full salary and benefits according to the terms stated in his Contract through the Retirement Date.

2. On or before the Retirement Date the District, in consideration for Superintendent’s loyal service to AISD and devotion to our district 365 days a year for more than ten years which continues and will continue through his Retirement Date, shall pay in a lump sum to the Superintendent a leave payment (“Leave Payment”) in an amount equal to 100 accrued but unused leave days (“Unused Leave Days”). The Leave Payment shall be calculated by multiplying the number of Unused Leave Days set forth in this Section 2 by the Superintendent’s daily rate (“Daily Rate”) which Daily Rate shall be determined by dividing the Superintendent’s current gross annual salary by 243 days.

3. On or before 5:00 p.m. on the Reassignment Date Dr. Cavazos shall return to the District all keys, cell phones, computers, credit cards, if any, and other property, if any, of the District in Dr. Cavazos’s possession as it relates to Dr. Cavazos’s employment as the Superintendent of the District.

4. To the extent it may be permitted to do so by applicable law, the District does hereby agree to defend, hold harmless, and indemnify Dr. Cavazos 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 Dr. Cavazos 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 Dr. Cavazos, as Superintendent and as an employee of the District, was acting within the scope of Dr. Cavazos' employment with the District; excluding, however, those claims or any causes of action where it is determined that Dr. Cavazos 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 Dr. Cavazos. The selection of Dr. Cavazos' legal counsel shall be made with the mutual agreement of Dr. Cavazos and the District, which agreement will not be unreasonably withheld by either party. A legal defense may be provided through insurance coverage.

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

6. After the Resignation Date Dr. Cavazos 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 Dr. Cavazos's employment with the District, at no additional expense to the District other than reimbursement to Dr. Cavazos for his documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Dr. Cavazos by virtue of his taking time off from his then current employment to assist the District at its request. If Dr. Cavazos is not employed at the time, the District shall compensate him at Dr. Cavazos's daily rate of pay, calculated by dividing his

salary under the Contract by 243. Requests for assistance from Dr. Cavazos with respect to such matters shall be made through the Board of Trustees' President, any successor Superintendent, and/or legal counsel for the District, and the amount to be reimbursed to Dr. Cavazos shall be mutually agreed upon in advance.

7. Expressly as part of the consideration of this Agreement, Dr. Cavazos 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 (both individually and in the Board Members' official capacities), past and current, their 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, known or unknown, which Dr. Cavazos had, has, or which may hereafter accrue on account of or in any way growing or arising out of Dr. Cavazos' 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 members' Members' official capacities) past and present. This release shall be effective upon the full and complete performance of Board and District with the terms and conditions contained in this Agreement.

The District and the Board likewise totally and completely, fully and finally, RELEASE, ACQUIT and FOREVER DISCHARGE Dr. Cavazos, 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 or arising out of Dr. Cavazos' 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 Dr. Cavazos 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.

8. 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.

9. The Agreement is hereby deemed performable entirely in Tarrant 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 Tarrant County, Texas.

10. The Agreement may be executed in multiple 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. Further, the Agreement supersedes any and all prior oral or written agreements, arrangements, employment contracts, or understandings between the parties. The Agreement may be modified or terminated only in writing, executed by all the parties hereto.

Notwithstanding the foregoing, however, the provisions of Section 5.3.8 of the Contract (“Section 5.3.8”) regarding the District’s obligation to pay for health care coverage for Dr. Cavazos and his family dependents as set forth and specified in Section 5.3.8 shall survive the termination of the Contract and shall remain in full force and effect for all purposes according to the terms thereof from and after the Resignation Date.”


The provisions of Texas Local Government Code Section 180.007 regarding the requirement for a public hearing upon the approval of certain payments made by political

subdivisions to public employees are not applicable to the Board's consideration of this Agreement and no public hearing is required for the Board's approval of this Agreement because the Agreement does not exceed the value of the Superintendent's contract.

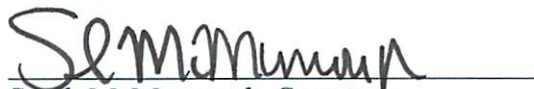
11. The President of the Board of Trustees has been authorized to execute the Agreement on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on May 4, 2023.

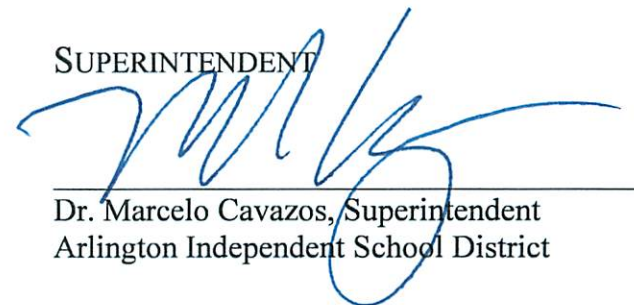
IN WITNESS WHEREOF, all the parties hereto have executed the Agreement in multiple originals to be effective from and after May 4, 2023.

ARLINGTON INDEPENDENT SCHOOL DISTRICT

By:   
Melody Fowler, President  
Board of Trustees  
Arlington Independent School District

ATTEST:

  
Sarah McMurrrough, Secretary  
Board of Trustees  
Arlington Independent School District

SUPERINTENDENT  
  
Dr. Marcelo Cavazos, Superintendent  
Arlington Independent School District