

VOLUNTARY RETIREMENT AGREEMENT

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

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THIS VOLUNTARY RETIREMENT AGREEMENT (“Agreement”) is made by and between the ARLINGTON INDEPENDENT SCHOOL DISTRICT (“District”), a political subdivision of the State of Texas, acting by and through its Board of Trustees (“Board”) and DR. MARCELO CAVAZOS (“Dr. Cavazos”). The Agreement is the final agreement between the District and Dr. Cavazos, and it controls the contractual employment relationship between the

parties hereto after the date of the Agreement.

WHEREAS, Dr. Cavazos is currently employed as Superintendent by the District under a Arlington Independent School District Superintendent’s Employment Contract beginning December 9, 2022 (the “Contract”); and

WHEREAS, the current term of the Contract shall expire on December 31, 2027; and

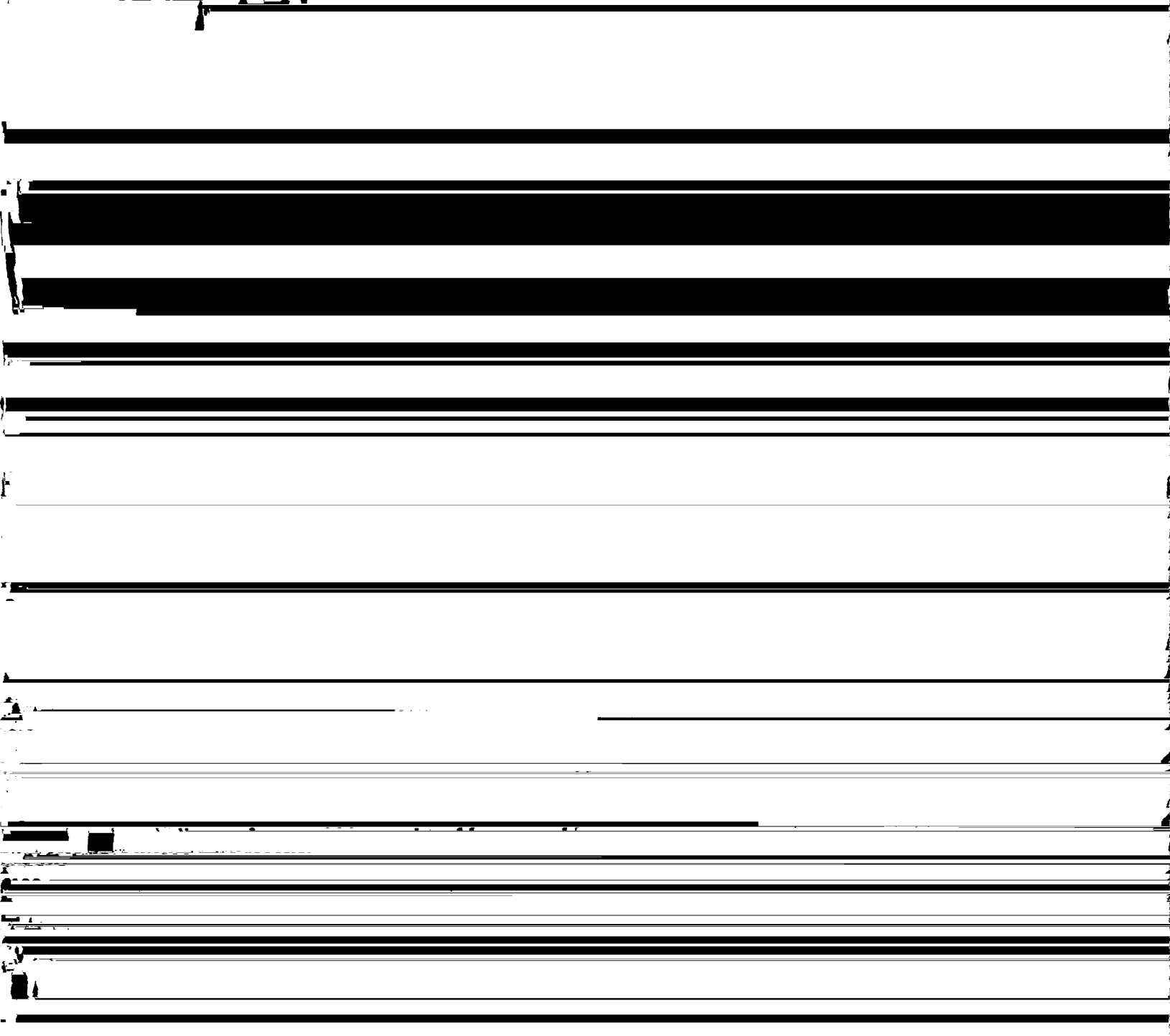
WHEREAS, it is strictly the voluntary act of Dr. Cavazos to retire and to voluntarily resign his employment as Superintendent of the District effective August 31, 2023 (“Retirement Date”)

WITNESSETH:

NOW, THEREFORE, in witness whereof, the District, by its duly authorized officers and members

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

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, committed in bad faith, with conscious indifference or reckless~~



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 and/or the 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' official capacities) past and present. This release shall be effective upon the

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

