

AMENDMENT TO VOLUNTARY SEPARATION AGREEMENT
AND MUTUAL RELEASE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

THIS AMENDMENT TO VOLUNTARY SEPARATION AGREEMENT ("Agreement") is made by and between the AUSTIN INDEPENDENT SCHOOL DISTRICT ("District"), a political subdivision of the State of Texas, acting by and through its Board of Trustees ("Board") and Dr. Paul Cruz ("Cruz"). The Agreement is the final agreement between the District and Cruz, and it controls the contractual employment relationship between the parties hereto after the date of the Agreement.

WHEREAS, Cruz is currently employed as Superintendent by the District under an Austin Independent School District Superintendent's Employment Contract effective through December 31, 2021, as amended (the "Contract"); and

WHEREAS, Cruz and the Board have reached a mutually acceptable agreement for Cruz to resign his position as Superintendent of the District effective at 11:59 p.m. on August 31, 2020 and to resign from employment with the District effective at 11:59 p.m. on December 31, 2020; and

WHEREAS, it is strictly the voluntary act of Cruz to resign his position as Superintendent of the District and to subsequently resign from employment with the District because Cruz believes it will be in his best interest and that of the District to do so; and

WHEREAS, given the urgent and rapidly changing nature of current circumstances under a global pandemic and the acute impact locally, the District wishes to begin the contract term of a

new Superintendent August 12, 2020 and Cruz agrees that this will benefit him in his transition as well.

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 to the following amended terms to the Voluntary Separation Agreement and Mutual Release as follows:

1. Cruz does hereby voluntarily submit and the Trustees do hereby accept his resignation as the Superintendent effective at 11:59 p.m. on August 11, 2020, and as an employee of the District effective at 11:59 p.m. on December 31, 2020. Notwithstanding anything to the contrary contained herein, Cruz shall be paid his full salary and benefits according to the terms stated in his Contract through December 31, 2020.

2. Effective August 12, 2020 and continuing through the effective date of his resignation as an employee of the District on December 31, 2020, Cruz shall take and use accumulated leave days while remaining employed in the District as Superintendent Emeritus. During such time, Cruz will be available on an as-needed basis to assist with the transition of a new Superintendent and to provide information and support related to on-going District functions and operations.


3. On or before 5:00 p.m. on August 12, 2020, Cruz shall return to District all keys, cell phones, computers, credit cards, if any, and other property, if any, of the District in Cruz's possession as it relates to Cruz's employment as the Superintendent of the District.

4. No later than 5:00 p.m. on August 12, 2020, Cruz shall remove his personal effects and property from the Superintendent's office.


5. All terms of the Voluntary Resignation Agreement and Mutual not addressed in this Amendment are incorporated herein by reference and remain in force and effect unchanged.

IN WITNESS WHEREOF, all the parties hereto have executed the Amendment in multiple originals to be effective from and after August 11, 2020.

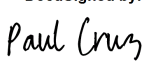
AUSTIN INDEPENDENT SCHOOL DISTRICT

By: 
Gerónimo Rodríguez, President
Board of Trustees
Austin Independent School District

ATTEST:


Amber Elenz, Secretary
Board of Trustees
Austin Independent School District

SUPERINTENDENT

DocuSigned by:

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Dr. Paul Cruz, Superintendent
Austin Independent School District