

VOLUNTARY RETIREMENT AGREEMENT

THE STATE OF TEXAS §
 § KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

THIS VOLUNTARY RETIREMENT AGREEMENT ("Agreement") is made by and between the **CLEAR CREEK INDEPENDENT SCHOOL DISTRICT** ("District"), a political subdivision of the State of Texas, acting by and through its Board of Trustees ("Board" or "Trustees") and **DR. ERIC WILLIAMS** ("Williams"). This Agreement is the final agreement between the District and Williams, and it controls the contractual employment relationship between the parties hereto after the date of the Agreement.

WHEREAS, Williams is currently employed as Superintendent by the District under a Superintendent's Employment Contract ("Contract") executed on and effective December 1, 2020, with a term ending on June 30, 2025; and

WHEREAS, after a successful tenure as Superintendent, Williams has announced his intent to retire from the District, effective on June 30, 2023; and

WHEREAS, Williams announced his plans to retire at a time that gave the Board the opportunity to plan for the transition of leadership and sufficient time to employ another person to take over the position of Superintendent of Schools; and

WHEREAS, Williams and the Board have reached a mutually acceptable agreement for Williams to be reassigned to the position of Superintendent Emeritus as of August 1, 2022 and to resign and retire from the District as Superintendent Emeritus on January 31, 2023; and

WHEREAS, Williams and the Board want to set forth the duties and responsibilities of Superintendent Emeritus and confirm the agreements in the Contract that are applicable to Williams's retirement from the District on January 31, 2023; and

WHEREAS, the Board concludes that this Agreement will serve a legitimate public purpose related to the educational mission of the District.

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 as follows:

1. Williams will be on a Board-approved leave of absence from July 12, 2022 through July 31, 2022. In accordance with Section 2.5 of the Contract, Williams and the Board agree that he will be reassigned to the position of Superintendent Emeritus on August 1, 2022, and that he will fulfill the duties of that position until his retirement on January 31, 2023.

2. Williams does hereby voluntarily submit his resignation from the District and from the position of Superintendent Emeritus and the Board does hereby accept his resignation effective at 11:59 p.m. on January 31, 2023 ("Resignation Date"). Williams' resignation letter shall be submitted to the Trustees at the Board meeting of July 11, 2022, and the Board will take action at that meeting to accept his resignation. In the event Williams provides written notice of a resignation date before January 31, 2023, the Resignation Date shall be the date indicated in such written notice and the Total Severance Payment set forth below shall be revised to equal the amount of Williams' salary and benefits under the Contract from the Resignation Date through June 30, 2023. Notwithstanding anything to the contrary herein, Williams shall be paid his full salary and benefits pursuant to the Contract through the Resignation Date. The Board shall make the contribution to the Supplemental Retirement Plan required by Section 3.12 of the Contract on or before the earlier of (i) the Resignation Date or (ii) December 31, 2022. The Board agrees that Williams shall be fully vested, on the Resignation Date, in all contributions and earnings thereon in the Supplemental Retirement Plan made pursuant to Section 3.12 of the Contract.

3. In his position as Superintendent Emeritus and in order to ensure a smooth transition of leadership, Williams will serve as an advisor to the new/interim superintendent, reporting directly to the Board. Between August 1, 2022 and January 31, 2023, Williams will be available to assist the superintendent and/or the Board at mutually agreeable times upon request of the Board President. In his role as Superintendent Emeritus, Williams will accept speaking engagements, or otherwise speak on behalf of the District, between August 1, 2022 and January 31, 2023, only as specifically requested by the District's Board President.

4. In addition to the amount set forth in Section 2 hereof, in consideration of Williams voluntarily resigning his position as Superintendent Emeritus of the District and retiring from the District on the Resignation Date, the District shall pay Williams, on or before Resignation Date, the sum of ONE HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED TWENTY AND 32/100 DOLLARS (\$199,720.32) ("Total Severance Payment"), representing 5 ½ months' salary and benefits under the Contract. In addition to the Total Severance Payment, the District shall pay Williams, on or before the Resignation Date, for any accrued but unused Leave Days in accordance with section 3.6 of the Contract and/or board policy/practice.

The Total Severance Payment shall be paid and distributed as follows:

(a) On or before the Resignation Date, ELEVEN THOUSAND TWO HUNDRED TWENTY AND 32/100 DOLLARS (\$11,220.32) shall be paid jointly to Williams and Cory Hartsfield, P.C., and mailed to the law offices of Cory Hartsfield, P.C., 1251 William D Tate Ave., #1834, Grapevine, Texas, 76099; The District shall withhold applicable state and federal deductions from this portion of the Total Severance Payment, but shall not withhold any payments to the Teachers Retirement System from the Total Severance Payment.

(b) ONE HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED and NO/100 DOLLARS (\$188,500.00) to be paid for the benefit of Williams as follows:

Payments	Timing of Payments		
	Must be made on or before this date:	After January 1, 2023 but before the this date:	
	December 31, 2022	January 31, 2023	TOTAL
CCISD Employer Paid 403(b) Annuity	\$14,000.00	\$63,000.00	\$77,000.00
CCISD 457	\$13,500.00	\$27,000.00	\$40,500.00
CCISD 401(a)	\$61,000.00	\$10,000	\$71,000.00
Total	\$88,500.00	\$100,000.00	\$188,500.00

The District shall fund any existing supplemental retirement plans of the District, if any, and/or establish such plans as necessary to contribute the amounts as specified above for the Employer-paid Section 403(b), 401(a) and Voluntary 457(b) Plans. If necessary, the District shall establish a 457(b) plan, an Employer-paid Section 403(b) and a plan under Section 401(a) (the "Plans") of the Internal Revenue Code, as amended (the Code") by signing an interlocal agreement under Texas law to establish such a plan under the Teacher/Employee Recruitment and Retention Program with Education Service Center Region 10, authorizing appropriate administrator(s) of the District to sign any other documents needed to establish the Plans and fund the contributions to this plan as specified above. The District and Superintendent agree to execute any and all forms, documents and/or elections necessary to implement the contributions to the Plans as provided herein. The District and Superintendent acknowledge that the Employer Paid 403(b) Plan and the 401(a) Plan shall be non-elective, and the Superintendent shall not have any right to receive

contributions specified herein in cash. The Plans shall provide that the contributions made to each plan and all earnings thereon shall be fully vested in the Superintendent at all times. The funds for the Plans shall be invested in such investment vehicles as are allowable under the Code for the applicable types of plans, Texas law and the terms of the Plans, and such investment vehicles shall be determined solely by the Superintendent. Contributions by the District shall first be made to the Section 403(b) plan, up to the contribution limit under the Code. Contributions by the District shall next be made to the Section 457(b) plan, up to the contribution limit under the Code. The District and Superintendent agree to execute any and all forms, documents and/or elections necessary to implement the contributions to the Current Plans/Plans as provided herein. Williams shall pay any taxes lawfully due on these payments, if any. Williams may revise the distribution of the Total Severance Payment (set forth in 4(a) and 4(b) above) by providing written notice to the District on or before the earlier of (i) ten (10) days prior to the Resignation Date or (ii) December 15, 2022, so long as such revisions do not increase the Total Severance Payment, as set forth in sections 2 and/or 4 of this Agreement.

5. If the District fails to make the payments set forth in this Agreement in a timely manner and in the manner set forth herein, Williams shall be entitled to recover from the District any and all reasonable costs, expenses, and attorney's fees incurred by Williams to enforce the provisions of this Agreement in addition to any other relief Williams shall be entitled to recover.

6. At a time to be mutually agreed upon by and between Williams and the District, but in any event no later than 5:00 p.m. July 31, 2022, Williams shall return to the District all keys, credit cards, student records, official records of the District, if any, and other property, if any, of the District in his possession as it related to his employment as the Superintendent of the District.

7. At a time to be mutually agreed upon by and between Williams and the District, but in any event no later than 5:00 p.m., July 31, 2022, Williams shall remove his personal effects and property from the Superintendent's office.

8. Williams agrees to reasonably cooperate with the District regarding the provision of any information system passwords or other business operating information known only to Williams.

9. After the Resignation Date, Williams 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 Williams' employment with the District, at no additional expense to the District other than reimbursement to Williams for his documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Williams by virtue of his taking time off from his then current employment to assist the District at its request. If Williams is not employed, the District shall compensate Williams at his daily rate of pay, calculated by dividing his most recent salary under the Contract by 240. Requests for assistance from Williams with respect to such matters shall be made through the President of the Board, any successor superintendent, and legal counsel for the District, and the amount to be reimbursed to Williams shall be mutually understood and agreed in advance. Williams' availability and consultation, under the terms and conditions of this Section 9, will be subject to any reasonable request for consultation not interfering with Williams' then-current employment.

10. The parties agree to issue a public statement with respect to Williams' retirement from the District, which is attached hereto as **Exhibit A** and incorporated herein by reference. The

Trustees, individually and collectively, do hereby agree that each of them shall refer any third-party inquiries regarding Williams' employment as an employee of the District and as the Superintendent of the District to this Agreement and **Exhibit A**. Furthermore, for purposes of employment after retirement, Williams shall be provided a letter of reference signed by the Board President. The parties agree that the Board President shall prepare a mutually acceptable letter of reference, the form of which is attached hereto and incorporated herein by reference as **Exhibit B**. Nothing in this Agreement should be construed to prevent Williams from requesting a personal reference, oral or written, from a District employee or Trustee, in their personal and individual capacity, or to prevent such District employee or Trustee from providing such a personal reference to Williams.

11. In accordance with Section 3.9 of the Contract, to the extent it may be permitted to do so by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify Williams from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceeding against Williams in his individual capacity or his official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if Williams is found to have committed 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, or with intent to violate a person's clearly established legal rights, or engaged in criminal conduct. Excluded are any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by Williams. The selection of Williams's legal counsel shall

be with the mutual agreement of Williams and the District if such legal counsel is not also District's legal counsel. The District may, at its sole option, comply with this paragraph by purchasing appropriate insurance coverage for Williams or by including Williams as a covered party under any errors and omissions insurance coverage purchased for protection of the Board and District professional employees, in which case Williams's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. No individual Board member shall be personally liable for indemnifying and defending Williams under this paragraph. The Board shall not be required to pay any costs of any legal proceedings in the event the Board and Williams are adverse to each other in any such proceedings. The District's obligation under this Section shall continue after Williams' retirement for qualifying acts or failures to act occurring during the term of Williams' employment by the District. To the extent this section exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly.

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

13. Expressly as part of the consideration of this Agreement, Williams 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 capacity), past and current, 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 Williams had,

has, or which may hereafter accrue on account of or in any way growing or arising out of Williams' employment relationship with the 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 through the date of this Agreement. This release shall be effective upon the full and complete performance of the Board and the District with the terms and conditions contained in this Agreement. Without in any way limiting the scope of this release, Williams intends to release any claims for any rights which Williams may have under any federal or state constitution, laws, rules, regulations, or public policy. Such constitutions, laws, rules or regulations include, but are not limited to, the United States Constitution, the Constitution of the State of Texas, 42 U.S.C. §1983, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Title IX of the Education Amendments of 1972, Section 504 of the Vocational Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, the Texas Workers Compensation Act, the Texas Commission on Human Rights Act, the Texas Labor Code, the Family and Medical Leave Act of 1993, the Older Workers Benefits Protection Act, and any further or other federal or state discrimination laws, employment laws or workers compensation or benefit laws, as now or hereafter enacted. Williams acknowledges he has not assigned, sold, conveyed or otherwise transferred any claim released in this Agreement.

The District and the Board and each and every Board Member (both individually and in the Board Members' official capacity) likewise totally and completely, fully and finally, RELEASE, ACQUIT and FOREVER DISCHARGE Williams, 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, attorneys' 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 out of or arising out of Williams's employment relationship with the 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 Williams committed a criminal act, official misconduct, or committed a willful and wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard. The District and Board acknowledge that they have not assigned, sold, conveyed, or otherwise transferred any claim released by this Agreement.

14. Williams expressly covenants and agrees not to sue or participate, unless required by court order, in any federal or state judicial or state administrative proceeding against the District or its Board, Board members, officers, employees, representatives, agents or attorneys, in their official or individual capacities, related to or concerning his employment by the District or the Board members' actions regarding his employment by the District.

The District, Board and Trustees expressly covenant and agree not to sue or participate, unless required by court order, in any federal or state judicial or administrative proceeding against Williams, his agents or attorneys, related to or concerning his employment with the District. Furthermore, the District and Board covenant and agree not to raise, prosecute, or participate in any grievance, complaint, or other claim or investigation against Williams, and will take such action or actions as may be necessary or required to withdraw or dismiss with prejudice any such grievance, complaint, or claim raised by the District, excluding, however, those claims or any causes of action where it is alleged that Williams committed a criminal act, official misconduct, or committed a willful and wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard.

“Administrative proceeding,” as used in this Agreement, includes, by way of example, but not by way of limitation, any hearing or appeal before the District’s Board of Trustees, or before the State Board for Educator Certification, or before the State Board of Education, or before the Texas Education Agency under the Texas Education Code.

15. The Board, District and Williams agree and understand that this Agreement supersedes any and all prior oral or written agreements, arrangements, employment contracts, or understandings between the parties and, except as expressly set forth herein, terminates all rights of both parties relating to the Contract by and between Williams and the District concerning service as Superintendent of the District. The release includes all contractual rights, liberty rights, constitutional rights, statutory rights, and any other rights or claims.

16. 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.

17. The Agreement is hereby deemed performable entirely in Galveston 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 Galveston County, Texas.

18. The Agreement may be executed in a number of 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. Except as expressed herein, the Agreement may be modified or terminated only in writing, executed by all the parties hereto.

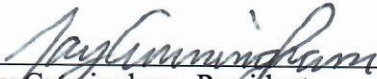
19. The President of the Board of Trustees has been authorized to execute the Agreement on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on July 11, 2022.

[signatures to follow]


IN WITNESS WHEREOF, all the parties hereto have executed the Agreement in multiple originals to be effective from and after July 11, 2022.

CLEAR CREEK ISD INDEPENDENT SCHOOL DISTRICT

By:


Jay Cunningham, President
Board of Trustees
Clear Creek Independent School District

ATTEST:


Jonathan Cottrell, Secretary
Board of Trustees
Clear Creek Independent School District

DR. ERIC WILLIAMS


Dr. Eric Williams

EXHIBIT A

PRESS RELEASE

Joint Statement by Superintendent Eric Williams and the CCISD Board of Trustees July 11, 2022

Superintendent Eric Williams previously announced that he planned to retire on June 30, 2023. An Agreement has been reached which allows Dr. Williams the ability to pursue other interests and permits the Board to pursue hiring another Superintendent. The Board and Dr. Williams have entered into the Agreement believing it is in their respective best interest. Pursuant to the Agreement, Dr. Williams is resigning, effective January 31, 2023. Dr. Williams plans to take a short-term leave of absence and then will assist the district with the transition to a new superintendent. His short-term leave of absence will start on July 12, 2022 and he plans to return to Virginia to support a family member with a medical condition.

“Clear Creek ISD is an exemplary school district,” said Williams. “I am deeply grateful to CCISD staff for all that they do, day in and day out. We have outstanding team members that give 110% in all they do. And I am grateful to CCISD parents for the support they provide, and to our students for their resilience and excellence.”

“I wish CCISD all the best in its work to sustain and build on the excellence of our district,” said Williams.

On behalf of the entire District, the CCISD Board of Trustees express their appreciation to Dr. Williams for his leadership while serving as CCISD superintendent. “Dr. Williams built on our previous efforts with personalized learning. He collaborated with others to establish Robotics, Coding, and Computational Thinking immersion programs at three of our elementary schools. And he engaged staff members in taking steps now to address financial challenges relating to declining state revenue,” said Board President Jay Cunningham.

Williams thanked previous and current trustees. “I appreciate having had the opportunity to work in and lead a district that effectively empowers students to achieve, contribute, and lead with integrity. This is gratifying work. Thank you.”

At this evening’s Board meeting, the trustees approved an agreement with Dr. Williams regarding his voluntary retirement, while also approving the appointment of Dr. Karen Engle to serve as Interim Superintendent, effective July 12. Dr. Engle previously served as CCISD’s Assistant Superintendent of Secondary Education.

The Board will develop a timeline for its superintendent search process soon. “We will take the time needed to do a thorough search for our next superintendent” said Board President Jay Cunningham.

EXHIBIT B

LETTER OF REFERENCE

July 12, 2022

To Whom It May Concern:

I am writing this letter of recommendation for Dr. Eric Williams based on his service as superintendent of Clear Creek ISD. Dr. Williams worked to build strong relationships with many staff members, community members, and students. He conducted almost 200 school visits during his first 17 months as superintendent. He frequently attended athletic events and extracurricular events, such as marching band competitions, school plays, and robotics competitions. He attended and spoke frequently at events and meetings hosted by community organizations, such as Rotary Clubs, the Chamber of Commerce and the Bay Area Houston Economic Partnership. He also was quite visible at school events such as PTA meetings, education foundation events, and science fairs.

Dr. Williams demonstrated an instructionally-focused mindset. He built on our previous efforts relating to personalized learning, working to finetune our vision for personalized learning and seeking to scale up personalized learning across classrooms and schools. He collaborated with others to establish Robotics, Coding, and Computational Thinking immersion programs at three of our elementary schools. Dr. Williams also arranged for high-interest presentations at Board workshops by school-level staff members regarding district instructional initiatives.

Our budget has been another area of focus for Dr. Williams. During our Deputy Superintendent's leave last year, Dr. Williams joined our Director of Business Services in presenting a very detailed update regarding the proposed budget. Dr. Williams collaborated with team members on multiple steps to prepare for the projected decline in state revenue. For example, he worked with his team to develop proposals for the use of ESSER funds, the use of reserve funds, and the reduction of teaching positions through attrition to reflect decreased enrollment.

The School Board unanimously approved changes recommended by Dr. Williams in the timeline and nature of superintendent targets that are used to prioritize the work of staff members across schools and the district. The superintendent targets are now approved in the spring, allowing the potential for greater alignment with school improvement plans and a bigger impact on staff work across the entire school year.

The Board of Trustees is appreciative of Dr. Williams' service as CCISD superintendent.

Sincerely,

Jay Cunningham
President, Board of Trustees