

Interim Superintendent Supplemental Compensation Agreement

This Interim Superintendent Supplemental Compensation Agreement ("Agreement") is entered into between the Board of Trustees ("Board") of Keller Independent School District ("District" or "Keller ISD") and Dr. Cory Wilson ("Dr. Wilson" or "Interim Superintendent") as follows:

1. **Employment Status.** The Board and Dr. Wilson recognize that Dr. Wilson is a current employee of Keller ISD with an existing Multi-Year Certified Term Contract in his capacity as Assistant Superintendent of Educational Services, and that such employment contract ("Contract") remains in full force and effect and governs the terms of his employment status with the District in all respects not addressed herein. Unless otherwise agreed to in writing by both Parties, Dr. Wilson shall continue his assignment as Assistant Superintendent of Educational Services under the Contract upon termination of the assignment as Interim Superintendent.
2. **Term.** Dr. Wilson shall serve as Interim Superintendent, beginning January 31, 2025, on a month-to-month basis until the District enters into a contract with a permanent full-time Superintendent or the Board otherwise discontinues Dr. Wilson's service as Interim Superintendent, whichever occurs first. Between January 31, 2025, and _____, 2025, the effective date of the current Superintendent's resignation, Dr. Wilson shall collaborate with the current Superintendent to facilitate an effective transition in District leadership.
3. **Duties.** Dr. Wilson agrees to perform the duties of Superintendent for the duration of this Agreement as prescribed in the job description and as may be lawfully assigned by the Board, acting on a temporary basis, in addition to having oversight responsibilities for his contractual duties under his current employment agreement. Dr. Wilson shall be responsible for ensuring that his duties as Assistant Superintendent of Educational Services are distributed to and effectively conducted by other existing employees and/or temporary employees. During his term as Interim Superintendent, the duties of Interim Superintendent supersede Dr. Wilson's responsibilities and duties as Assistant Superintendent of Educational Services under his current Contract.
4. **Hiring Authority.** The respective roles of the Board of Trustees and the Superintendent (or Interim Superintendent) regarding hiring are set forth in Keller ISD Board policy DC (Local) and will control all hiring decisions made by Dr. Wilson in his capacity as Interim Superintendent during his term as Interim Superintendent.
5. **Compensation.**
 - a. **Supplemental Salary Stipend.** During the time Dr. Wilson serves as the Interim Superintendent, he shall be compensated for performing the duties as stated herein with supplemental salary stipend in an amount of ~~NINE THOUSAND SIX HUNDRED AND 00/100 DOLLARS (\$9,600.00)~~ ^{\$7,500.00} per month, in accordance with the District's current payroll schedule. This supplemental salary stipend is to be paid

in addition to Dr. Wilson's current salary and benefits in his assignment as Assistant Superintendent of Educational Services and shall be reported as TRS creditable compensation. This stipend is to be paid for only the time during which Dr. Wilson serves as Interim Superintendent, beginning January 31, 2025.

- b. **Texas Teacher Retirement System.** In addition, for performance of Interim Superintendent duties, the District shall supplement the Interim Superintendent's salary by an amount equal to the Interim Superintendent's portion of the member contribution to the Texas Teacher Retirement System ("TRS") during the Term of this Agreement, including any extensions thereof. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement for services rendered shall be paid to the Interim Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

- 6. **Termination or Suspension.** Either party may discontinue this Agreement at any time for any lawful reason, including but not limited to the hiring of a permanent full-time Superintendent, by providing twenty-one (21) calendar days advance written notice. The Interim Superintendent is being retained on a temporary or substitute basis in the Superintendent capacity. This Interim Superintendent Supplemental Compensation Agreement is not governed by Texas Education Code Chapter 21.

- 7. **Indemnification.** To the extent permitted by applicable law, the Board contracts that the District shall defend, hold harmless and indemnify Dr. Wilson from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Dr. Wilson in his individual capacity or in his official capacity providing the incident(s) which is (are) the basis of any claim or lawsuit arose while Dr. Wilson was acting within the course and scope of his employment with the District. This paragraph does not apply if Dr. Wilson is found in good faith by the Board of Trustees 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. The District shall provide appropriate insurance coverage to protect Dr. Wilson as set forth herein. The District's obligation to indemnify, defend and hold Dr. Wilson harmless under this paragraph survives the termination of this Agreement.

- 8. **General Provisions.**

- 8a. Amendment and Severability.**

- This Agreement may not be amended except by written agreement of the Board and the Interim Superintendent ("Parties"). If any provision in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement.

8b. Entire Agreement.

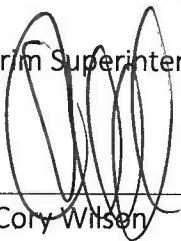
All existing agreements and contracts, both oral and written, between the Parties regarding the employment of the Interim Superintendent are superseded by this Agreement during its term except as stated herein.

8c. Applicable Law and Venue.

Texas law shall govern construction of this Agreement. The Parties agree that venue for any litigation relating to the Interim Superintendent's employment with the District, including this Agreement, shall be in Tarrant County.

I have read this Agreement and agree to abide by its terms and conditions:

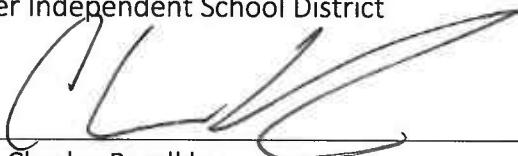
Interim Superintendent:



Dr. Cory Wilson

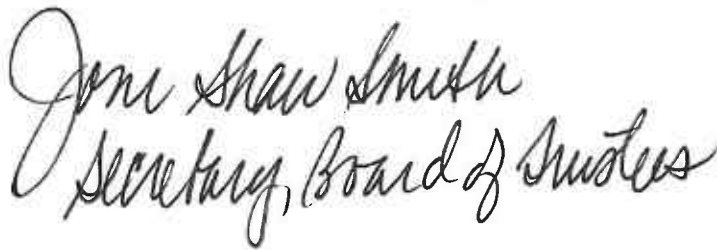
Date: 2-20-25

Keller Independent School District

By: 

Charles Randklev
President, Board of Trustees

Date: Feb - 20 - 2025



Joni Shaw Smith
Secretary, Board of Trustees

Feb 20, 2025

VOLUNTARY RESIGNATION AGREEMENT AND RELEASE

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

THIS VOLUNTARY RESIGNATION AGREEMENT AND RELEASE ("Agreement") is made by and between the KELLER INDEPENDENT SCHOOL DISTRICT ("District"), a political subdivision of the State of Texas, acting by and through its Board of Trustees ("Board") and DR. TRACY JOHNSON ("Johnson") a resident of Denton County, Texas. The Agreement is the final agreement between the District and Johnson, and it controls the contractual employment relationship between the parties hereto after the date of the Agreement.

WHEREAS, Johnson is currently employed as Superintendent by the District under a Keller Independent School District Superintendent's Employment Contract beginning December 18, 2023 and expiring on December 31, 2027, as amended ("Contract"); and

WHEREAS, disputes and controversies exist between the parties, and Johnson and the District desire to settle all existing disputes and controversies in an amicable and beneficial manner; and

WHEREAS, Johnson will resign as an employee of the District, effective at 11:59 p.m., December 31, 2025;

WHEREAS, Johnson will resign from her position as Superintendent of the District effective at 11:59 p.m., January 31, 2025; and

WHEREAS, it is strictly the voluntary act of Johnson to resign her employment as Superintendent of the District because Johnson believes it will be in her best interest and that of the District to resign her position as Superintendent of the District.



WITNESSETH:

NOW, THEREFORE, in consideration of the recitals, terms, conditions, and mutual covenants herein, the parties hereto do hereby agree as follows:

1. Johnson does hereby voluntarily submit her resignation as the Superintendent of the District effective at 11:59 p.m., January 31, 2025, and the Board does hereby accept her resignation as Superintendent of the District effective at 11:59 p.m., January 31, 2025. Johnson's resignation letter shall be submitted to the Board at the properly called and posted board meeting of February 20, 2025. See **Exhibit "A"** which is attached hereto and incorporated herein by reference.

2. Johnson does hereby voluntarily submit her resignation as an employee of the District, effective at 11:59 p.m., December 31, 2025, and the Board does hereby accept her resignation as an employee of the District, effective at 11:59 p.m., December 31, 2025. Johnson's resignation letter shall be submitted to the Board at the properly called and posted board meeting of February 20, 2025. See **Exhibit "A"** which is attached hereto and incorporated herein by reference.

3. Notwithstanding anything to the contrary contained herein, Johnson shall continue to be paid her full salary and benefits according to the terms stated in her Contract through December 31, 2025.

4. In consideration of Johnson resigning her position as Superintendent of the District, the District shall pay Johnson as follows:

a. On or before February 21, 2025, the sum of \$124,399.08 (76.00 days), at the daily rate of \$1,636.83; representing the accrued but unused local wellness, vacation, sick, and personal leave; with standard withholdings but not Teacher Retirement System ("TRS") withholdings. IN THIS REGARD, JOHNSON AGREES TO INDEMNIFY AND HOLD HARMLESS DISTRICT FROM ANY AND ALL LIABILITY WHICH MAY RESULT FROM THE FAILURE TO WITHHOLD ANY SUMS FROM THE MONIES PAID TO JOHNSON UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY TAXES, INTEREST OR PENALTIES OWED TO THE INTERNAL REVENUE SERVICE OR ANY OTHER PARTY.

b. On or before February 21, 2025, the sum of \$49,104.90 (30.00 days), at the daily rate of \$1,636.83, with standard withholdings but not TRS withholdings.

5. Beginning on February 1, 2025 through December 31, 2025 Johnson will be the District's Superintendent Emeritus. In her position as Superintendent Emeritus and to ensure a smooth transition of leadership, Johnson will serve as an advisor to the Board and the successor or new/interim superintendent, reporting directly to the Board President. Between February 1, 2025, and March 31, 2025, Johnson will be available to assist the interim superintendent and/or the Board at mutually agreeable times upon request of the Board President. For any days that Johnson is not assisting the Board and/or interim superintendent in accordance with this paragraph, Johnson will be on a Board-approved leave of absence. Beginning April 1, 2025, and continuing through December 31, 2025, Johnson shall remain Superintendent Emeritus but shall have no duties or requirement to remain available under this paragraph. Johnson is not required to reside in the District boundaries after the date of this Agreement. Nothing herein shall prevent Johnson from working outside the District (whether as an employee, independent contractor, consultant, or other arrangement) while serving as Superintendent Emeritus.

6. Notwithstanding anything herein to the contrary, if the District fails to timely make the payments set forth herein, expense reimbursement, or any salary payment in the manner as specifically set forth herein, Johnson shall be entitled to recover from the District any and all reasonable costs, expenses and attorney's fees incurred by Johnson to enforce the provisions of the Agreement regarding such payments, expense reimbursement, or any salary payment, in addition to any other relief Johnson shall be entitled to recover.

7. On or before 5:00 p.m., February 21, 2025, Johnson shall return to District all keys, cell phones, computers, credit cards, if any, and other property, if any, of the District in Johnson's possession as it relates to Johnson's employment as the Superintendent of the District. In order to



comply with her obligations as a "temporary custodian" of District records under the Texas Public Information Act, Johnson agrees she has conducted a reasonable search, and possesses no communications related to District business that are located solely on Johnson's personal electronic devices and not otherwise accessible by the District.

8. On or before February 21, 2025, Johnson shall remove her personal effects and property from the Superintendent's office.

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

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

11. After January 30, 2025, Johnson 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 Johnson's employment with the District, at no additional expense to the District other than reimbursement to Johnson for her documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Johnson by virtue of her taking time off from her then current employment to assist the District at its request. Requests for assistance from Johnson with respect to such matters shall be made through the Board of Trustees' President, any successor Superintendent (including interim Superintendent), and/or legal counsel for the District and/or the Board, and the amount to be reimbursed to Johnson shall be mutually agreed upon in advance.

12. Expressly as part of the consideration of this Agreement, Johnson does hereby, and for her 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, 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 Johnson had, has, or which may hereafter accrue on account of or in any way growing or arising out of Johnson's 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

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release shall be effective upon the full and complete performance of Board and District with the terms and conditions contained in this Agreement. Without in any way limiting the scope of this release, Johnson intends to release any claims made by Johnson for personal embarrassment, mental and physical strain and injury, and for damages to her reputation, and any rights, which Johnson may have under any federal or state constitutions, laws, rules, regulations, or public policy. Such constitutions, laws, rules or regulations include, but again 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, and any further or other federal or state discrimination laws, employment laws or workers compensation or benefit laws, as now or hereafter enacted.

Johnson hereby acknowledges that she knowingly and voluntarily enters into this Agreement with the purpose of waiving and releasing any claims under the Age Discrimination in Employment Act ("ADEA"), and as such, she acknowledges and agrees that: (i) this Agreement is worded in an understandable way; (ii) any rights or claims arising under the ADEA are waived; (iii) claims under the ADEA that may arise after the date of this Agreement are not waived; and (iv) the rights and claims waived in this Agreement are in exchange for additional consideration over and above anything to which Johnson was already undisputedly entitled; and (v) Johnson has been advised in writing to consult with an attorney prior to executing this Agreement, and has had sufficient time and opportunity to do so. Johnson acknowledges that she has twenty-one (21) days from the date she received the Agreement to make a decision to accept the benefits and sign this Agreement or to reject the benefits and not sign this Agreement. Johnson has seven (7) days after signing this Agreement to revoke this Agreement. Johnson understands that in signing this Agreement all claims covered by

this Agreement that Johnson has or may have up to the date of this Agreement are released to the fullest extent permitted by law.

The District and the Board likewise totally and completely, fully and finally, RELEASE, ACQUIT, and FOREVER DISCHARGE Johnson, her 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 Johnson's 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 Johnson 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.

Johnson 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 her employment as Superintendent by the District, the Board member's actions regarding her employment as Superintendent of the District, or her voluntary resignation from employment as Superintendent of the District.

The District 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 Johnson her agents or attorneys, related to or concerning Johnson's employment with the District, retirement or her resignation of that employment. Furthermore, the District and Board covenant and agree not to raise, prosecute, or participate in any grievance, complaint, or other claim against Johnson, 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 determined that Johnson 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, or as otherwise required by applicable law or court order. "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.

The District and Johnson agree and understand that the Agreement constitutes a compromise and release, and, except to the extent expressly set forth herein, terminates all rights of both parties relating to the Contract by and between Johnson 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, including but not limited to, claims, under 42 USC 1983, Title VII, personal injury, slander, unemployment, property damage, and any EEOC or TCHRA claims either under state or federal law, known or unknown, that might conceivably be asserted by either party.

13. The Parties, including the Board of Trustees, individually and collectively, agree that the confidentiality of this Agreement will be maintained and not communicated to any person other than legal counsel for the Parties, Johnson's spouse, Johnson's tax advisor and/or accountant, as may be required by law, or as may be required to enforce this Agreement, without the written consent of both Parties. The parties further agree that no party shall ever make any statements or references to the fact that they "won," "prevailed," or "were prevailing parties." This provision does not impede the District from complying with its obligations under the Texas Public Information Act.

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14. Johnson agrees she, her family members, her representatives and/or agents will not retaliate against, harass, intimidate, disparage in any manner, directly or indirectly, personally or through third parties, orally or in writing, any current or past District employee or administrator, any past or present Board member, attorney, officer, or student, or the District itself. The Board agrees that each member, and each member's family members, representatives and/or agents, will not retaliate against, harass, intimidate, disparage in any manner, directly or indirectly, personally or through third parties, orally or in writing, Johnson.

15. The parties agree to issue a joint public statement. See **Exhibit "B"** which is attached hereto and incorporated by reference. Nothing in this Agreement should be construed to prevent Johnson 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 Johnson.

16. 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 a state district court located in Tarrant County, Texas.

17. The Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. 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.

18. 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,

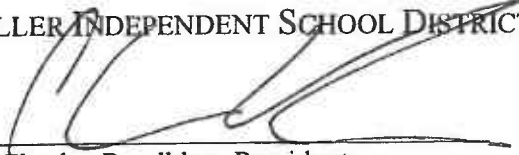
administrators, successors, and assigns. This Agreement is personal to each of the parties hereto. No party may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other party hereto.

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 Board present at a properly called and posted meeting on February 20, 2025.

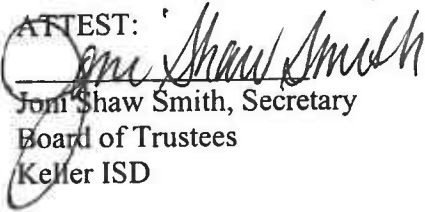
20. IN WITNESS WHEREOF, all the parties hereto have executed the Agreement in multiple originals to be effective from and after February 20, 2025.

KELLER INDEPENDENT SCHOOL DISTRICT

By:


Dr. Charles Randklev, President
Board of Trustees
Keller ISD

ATTEST:


Joni Shaw Smith, Secretary
Board of Trustees
Keller ISD

SUPERINTENDENT:

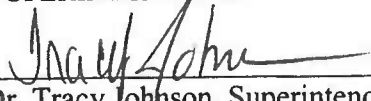

Dr. Tracy Johnson, Superintendent
Keller ISD

EXHIBIT "A"

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KELLER INDEPENDENT SCHOOL DISTRICT

*Keller ISD will **educate** students to achieve, **inspire** them to dream, and **challenge** them to grow, so that they are prepared to be productive members of the community in which they learn, live, and work.*

350 Keller Parkway
Keller, Texas 76248
Phone: 817-744-1000
www.kellerisd.net

Dr. Tracy Johnson, Superintendent of Schools

January 31, 2025

Dear Board of Trustees,

This letter will serve as my formal letter of resignation from the Keller Independent School District, effective December 31, 2025. I will serve as Superintendent until January 31, 2025, and thereafter I will serve as Superintendent Emeritus until my resignation date of December 31, 2025.

It has been my greatest pleasure serving the district during my tenure with Keller ISD. The students, staff, and families make this district a wonderful place for education. It is truly the people that I will miss. I'm proud of the work that we have accomplished from eliminating \$48 million dollars from the budget to creating a safer and distraction free learning environment for all students. I remain grateful for the opportunity to have led this district.

Sincerely,

Dr. Tracy Johnson
Superintendent of Keller ISD

EXHIBIT "B"

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EXHIBIT B

KELLER INDEPENDENT SCHOOL DISTRICT JOINT STATEMENT OF THE BOARD OF TRUSTEES AND SUPERINTENDENT TRACY JOHNSON

Dr. Tracy Johnson has announced her resignation as Superintendent of Schools for The Keller Independent School District. The Board and Superintendent Tracy Johnson have reached an agreement by which Dr. Johnson will resign as Superintendent of Keller Independent School District, effective January 31, 2025, and thereafter resign her employment effective December 31, 2025.

The Board and Dr. Johnson mutually value the success of Keller ISD and its commitment to providing a high-quality education to over 34,000 students. The Board and Dr. Johnson believe this agreement is in the best interest of the Keller ISD community. On behalf of the entire district, the Keller ISD Board of Trustees expresses its appreciation to Dr. Johnson for her years of service in the District. Under Dr. Johnson's leadership, the District has remained focused on financial solvency through the hard work of eliminating \$45 million dollars from the budget without eliminating programs for students. Additionally, she led the charge to create a distraction free learning environment by eliminating cell phone use during school hours and executed the Board's vision of safety for all students by hiring armed security officers at the elementary and intermediate campus level. The Keller ISD Board of Trustees thanks Dr. Johnson for her years of service to the District.

The Board and Dr. Johnson wish to recognize the teachers, principals, staff, students, and parents who have contributed to the district's success. The Board extends its best wishes to Dr. Johnson in her future endeavors.

The Keller ISD Board of Trustees has named Dr. Cory Wilson as Interim Superintendent of Schools. Dr. Wilson previously served as the District's Assistant Superintendent of Education Services. Dr. Wilson will serve in the Interim role while the Board of Trustees begins the search for a new superintendent.