FIRST AMENDMENT TO HOUSTON INDEPENDENT SCHOOL DISTRICT SUPERINTENDENT'S EMPLOYMENT CONTRACT

This Amendment ("Amendment") to the Houston Independent School District Superintendent's Employment Contract ("Contract") is made and entered into by and between Mr. Millard House ("Superintendent") and the Houston Independent School District ("District"), a public independent school district and political subdivision of the State of Texas and is effective as of December 9, 2022. The Superintendent and the District are referred to collectively herein as the "Parties."

WHEREAS, the Superintendent and the District entered into an Employment Contract ("Contract") effective, July 1, 2021;

WHEREAS, at a lawfully called meeting held on December 8, 2022, the Board of Education on behalf of the District, pursuant to the Contract, offered the Superintendent an amendment to the Contract;

WHEREAS, Superintendent House accepted the amendment to the Contract;

NOW, THEREFORE, for good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendments

Section 1.1 of the Contract is hereby deleted in its entirety and replaced with the following:

<u>Term.</u> The Board of Education, by and on behalf of the District, employs the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District. The term of this Contract shall end on August 31, 2025. Each contract year during this Contract and any extension thereof shall be from September 1 through August 31 (hereinafter referred to as the "Contract Year").

Section 3.1 of the Contract is hereby deleted in its entirety and replaced with the following:

Annual Base Salary. The District shall provide the Superintendent with an annual base salary in the amount of three hundred sixty thousand dollars (\$360,000.00), which shall be paid to the Superintendent in equal installments consistent with the Board's policies and in accordance with the District's normal payroll practices, beginning with the first payroll following the effective date of this Amendment.

- 2. <u>Continued Force and Effect</u>. The Superintendent and the District acknowledge and agree that except as modified by this Amendment, the Contract remains valid, unmodified and in full force and effect.
- 3. <u>Capitalization</u>. Capitalized terms used herein shall have the same meaning given to such terms in the Contract unless otherwise defined herein.
- 4. <u>Definitions</u>. Any terms not defined in this Amendment shall have the same meaning as set forth in the Contract.
- 5. <u>Counterparts</u>. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one agreement.
- 6. <u>Governing Law</u>. This Amendment shall be construed and enforced in accordance with the laws of the State of Texas, without regard to choice of law provisions.

AGREED AND APPROVED:

HOUSTON INDEPENDENT SCHOOL DISTRICT

By: Judith Cruz President, Board of Education	By: Sue Deigaard Secretary, Board of Education
Date: $ - 2 - 23 $	Date:12/23
SUPERINTENDENT OF SCHOOLS	
By: Z. Z. Millard House II, Superintendent of Schools	
Date: 1-12-23	