EMPLOYMENT CONTRACT

BETWEEN

THE BOARD OF EDUCATION OF THE
HOUSTON INDEPENDENT SCHOOL DISTRICT

and

MILLARD HOUSE II

Dated June 14, 2021

HOUSTON INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT CONTRACT

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This Employment Contract ("Contract") is made and entered into by and between the Board of Education ("Board") of the Houston Independent School District ("HISD" or "District") and Millard House II ("Superintendent" or "House").

WITNESSETH:

WHEREAS, at a meeting of the Board on June 14, 2021, House was offered employment as HISD Superintendent of Schools effective July 1, 2021, and

WHEREAS, House accepted the offer of employment in this position on June 14, 2021;

NOW, THEREFORE, the Board and Superintendent, for and in consideration of the terms and conditions hereafter established, pursuant to the authority of Section 11.201 of the Texas Education Code, the 1923 Special Act creating the District, and the general laws of the State of Texas, have agreed, and do hereby agree as follows:

1. TERM

1.1 Initial Term. The Board, by and on behalf of the District, employs the Superintendent, as Superintendent of Schools for the District for a term commencing on July 1, 2021 ("Effective Date"), and ending on August 31, 2024. Upon execution by the Parties, this Contract will become effective on July 1, 2021, and it will replace any prior understandings, agreements, or contracts between the Parties. Beginning September 1, 2021, and for the remainder of this Contract and any extension thereof, each contract year shall be from September 1 through August 31 (hereinafter referred to as the "Contract Year").

1.2 Subsequent Terms. At any time during the term of this Contract, the Board may, in its sole discretion, extend the term of this Contract for additional years as authorized by law, with the Superintendent's acceptance of such extension. The Superintendent does not have a property or liberty interest, or any other legally recognized and/or protected interest or expectation, in such extension by the Board. In the event that the Contract is extended, the Superintendent's compensation and benefits will be as set forth herein, unless the Parties agree to different

compensation and benefits in the form of a written addendum or new contract, signed by the Parties.

1.3 No Property Interest. The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure is created by this Contract. No property interest, expressed or implied, is created in continued employment beyond the Contract term.

2. EMPLOYMENT

2.1 Duties. The Superintendent is the chief executive officer and educational leader of the District. He shall administer the school district and faithfully perform the duties of Superintendent of Schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all legal Board directives, state and federal laws, and lawful District policies, rules, and regulations as they exist or may hereinafter be adopted or amended, including, but not limited to, the District monitoring system established by the Board. Except as provided in this Contract, the Superintendent agrees to devote his full time, skill, labor, attention, and energy to the performance of these duties in a faithful, diligent, and efficient manner. Specifically, the duties of the Superintendent shall include (but not be limited to):

(a) assume administrative responsibility and leadership for the planning, operation, supervision and evaluation of the education programs, services and facilities of the District and for the annual performance appraisal of the District's staff;

(b) assume administrative authority and responsibility for the assignment, reassignment and evaluation of all personnel other than the Superintendent and the Chief Audit Executive, except as provide by Section 11.202 of the Texas Education Code;

(c) oversee compliance with the standards for school facilities established by the Commissioner under Section 46.008 of the Texas Education Code;

(d) make decisions regarding the District's personnel consistent with Section 2.6 herein;

(e) manage the day-to-day operations of the District as its administrative manager, including implementing and monitoring plans, procedures, programs and systems to achieve clearly defined and desired results in major areas of District operation;

(f) initiate the proposed termination or suspension of an employee's employment or the proposed nonrenewal of an employee's term contract;

(g) prepare and submit to the Board annually a proposed budget covering all estimated revenue and proposed expenditures of the District for the following fiscal year and administer the budget;

(h) prepare recommendations and/or revisions for policies to be adopted by the Board and oversee the implementation of adopted policies;

(i) develop or cause to be developed appropriate administrative regulations to implement policies adopted by the Board;

(j) provide instructional leadership for the attainment, and if necessary, improvement of student performance based on the academic excellence indicators adopted by the Texas Commissioner of Education and other indicators adopted by the Board;

(k) organize the District's central administration staff subject to the provisions of Section 2.6 herein;

(l) communicate and collaborate with all members of the Board;

(m) Consult with the District-level committees, as required under Section 11.252(f) of the Code;

(n) Ensure:

(1) Adoption of a student code of conduct, as required under Section 37.001 of the Code and enforcement of that code of conduct; and

(2) Adoption and enforcement of other student disciplinary rules and procedures as necessary.

(o) Submit reports as required by state or federal law, rule, or regulations;

(p) Submit reports as requested by Board of Education;

(q) Provide joint leadership with the Board of Education to ensure that the responsibilities of the Board and Superintendent team are carried out; and

(r) Perform any other duties lawfully assigned by action of the Board.

2.2 Professional Activities/Civic Organizations. The Board encourages the continued professional growth of the Superintendent through the Superintendent's active attendance at and participation in appropriate professional meetings at the local, regional, state, and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent, as the Superintendent and the Board deem appropriate, to attend such seminars, courses, or meetings.

The District shall pay the Superintendent's membership dues to professional organizations deemed appropriate by the Board and necessary to maintain and improve the Superintendent's

professional skills. The District shall bear the reasonable cost and expense for registration, out-of-District travel/lodging, meals, and other related expenses for such attendance and membership from funds budgeted for that purpose by the Board, subject to advanced notice to, and approval by, the Board. The Superintendent may hold offices or accept responsibilities in these professional organizations, provided that such responsibilities do not conflict or interfere with the performance of his duties as Superintendent. Prior to accepting an office or responsibility, the Superintendent will notify, and receive approval from, the Board in writing. The Board will notify the Superintendent if the office or responsibility presents a conflict or interferes with the performance of his duties as Superintendent.

The Board encourages the Superintendent to become a member of and participate in community and civic affairs, including the chambers of commerce, civic clubs, governmental committees, and educational organizations. The Board concludes that such participation will serve a legitimate public purpose related to the educational mission of the District. The District shall reimburse the Superintendent for the cost of membership in all local civic organizations in which the Superintendent participates and related travel outside of the District and other related, reasonable costs from funds budgeted for that purpose by the Board, subject to advance Board approval.

2.3 Writing, Teaching, Speaking and Other Consultation Activities. The Superintendent shall be permitted to undertake writing. teaching, speaking and other consultation activities provided that: (i) these activities do not interfere with the performance of his duties as Superintendent; (ii) so long as such activities do not give rise to a real or potential conflict of interest; and (iii) the Superintendent shall use vacation days or personal leave days when participating in such activities. Notwithstanding the foregoing, the Superintendent shall not undertake any such activities outside of the District or be permitted to perform or engage in any services, consulting, or other activities for which he receives a financial benefit without having first disclosed all material details to the Board in writing and obtaining prior approval from the Board as required by the Texas Education Code, Section 11.201(e). Consulting services provided by the Superintendent under the terms and conditions of this paragraph must be consistent with state and federal law, including Texas Education Code Section 11.201(e).

2.4 Professional Certification and Records. This Contract, including any renewal or extension thereof, is conditioned on the Superintendent's obtaining and providing valid and appropriate certification, or other waiver, permit or authorization to act as a superintendent in the

state of Texas as prescribed by the laws of the state of Texas and the rules and regulations of the Texas Education Agency and/or the State Board for Educator Certification. The Superintendent must also file any other records required for personnel files and payroll purposes. Failure to hold and/or provide necessary certification shall render this Contract voidable, and any misrepresentation in the records shall be grounds for termination. Consistent with the requirements of this paragraph, the Superintendent shall provide the District a copy of his application for temporary superintendent certification by July 1, 2021. The Superintendent shall provide the District proof of temporary certification as soon as it is received, including proof of the activation date. Within one year of the date of the Superintendent's temporary certification, the Superintendent shall complete the requirements necessary for standard certification and provide proof of standard certification to the District.

2.5 Reassignment. The Superintendent may not be reassigned from the position of Superintendent to another position without the Superintendent's written consent.

2.6 Employment of Contract and Non-Contract Employees. In accordance with Sections 11.201 and 11.1513 of the Texas Education Code, the Board by policy and by this Contract has delegated to the Superintendent the authority to determine the terms of employment of all employees of the District except the Superintendent and the Chief Audit Executive, including the authority to employ all contract and non-contract employees for positions authorized by the Board and to direct, assign, reassign and transfer all employees in the manner which in his judgment best serves the District, subject to guidelines established in policy by the Board and the District's salary schedule and budget as approved by the Board. Further, the Superintendent has been delegated the authority to terminate or nonrenew all contract and non-contract employees, other than contract staff covered by Subchapters C, D, E, F, and G, Chapter 21, Texas Education Code, the Superintendent, and the Chief Audit Executive. Prior to announcing the hiring, assignment, reassignment, transfer or termination of any employees that report directly to the Superintendent, the Superintendent shall inform the Board of said hiring, assignment, reassignment, transfer, or termination.

2.7 Board Meetings and Relations. The Superintendent, or his designee, shall have the right to attend all meetings of the Board and all Board committee meetings, both open and closed, and may participate in the deliberations of the Board at all such meetings, with the exception of those closed meetings of the Board involving the Superintendent's and/or the Chief Audit Executive's evaluation, consideration of the terms of the Superintendent's employment pursuant to the terms of this Contract, consideration of the terms of the Chief Audit Executive's

employment, confidential discussions among Board members to resolve conflict and/or any differences of opinion among members of the Board, and/or when the Board is acting as a tribunal.

3. COMPENSATION AND SALARY

3.1 Annual Base Salary. Beginning on September 1, 2021, the Superintendent will be paid an annual base salary in the sum of Three Hundred Fifty Thousand Dollars ($350,000.00). This annual salary shall be paid to the Superintendent in equal installments consistent with Board policy. From July 1, 2021, to August 31, 2021, the Superintendent shall be paid the appropriate prorated portion of the annual base salary.

3.2 Salary Adjustments. At any time during the term of this Contract, the Board may, and without the necessity of entering into a new contract, in its sole discretion, review and adjust the salary of the Superintendent, but in no event will the Superintendent be paid less than the salary set forth pursuant to Section 3.1 of this Contract except by mutual written agreement of the Parties. Any mutually agreed adjustments, if any, will be in the form of a written addendum to this Contract or a new contract signed by the Parties, and such adjustment shall be exclusive of any other benefits unless specifically provided in the addendum or new contract. The requirements of a mutual agreement, new contract, or written addendum are not applicable if a salary adjustment resulting in a reduction in salary is made pursuant to and in accordance with the provisions of Sections 21.4021 and/or 21.4032 of the Texas Education Code.

3.3 Business Expenses. The District will pay or reimburse the Superintendent for reasonable expenses incurred by the Superintendent, and only the Superintendent, in the continuing performance of the Superintendent's duties under this Contract from funds budgeted for that purpose by the Board. The District agrees to pay or reimburse the reasonable actual and incidental costs incurred by the Superintendent for out-of-District travel; such costs may include, but are not limited to, airline tickets, hotels and accommodations, meals, rental car, gasoline costs, and other expenses incurred in the performance of the business of the District. The District will pay or reimburse the Superintendent the reasonable cost of meals and incidental expenses associated with the Superintendent's work with staff members, the Board, community patrons, or other persons related to the performance of his duties as Superintendent. The District also will pay or reimburse the Superintendent for the reasonable costs of flowers, plants and/or sympathy baskets made on behalf of the District and/or the Board and related to the death or illness of District employees, Board members, community leaders, or their immediate family members. The Superintendent shall comply with all District policies, procedures, and documentation

requirements concerning business expenses, reimbursements, and reimbursement requests. The Board retains the authority to disallow any reimbursement request which it reasonably believes falls outside the scope of the Superintendent's duties. Annually, the Superintendent's travel and business expenses will be subject to review by the District's independent auditors. In addition, the Superintendent shall submit a quarterly report on his business expenses to the Board's Audit Committee.

3.4 Teacher Retirement System of Texas. The District shall supplement the Superintendent's annual salary beginning with the Effective Date of this Contract and through the term of this Contract and any extension thereof, by an amount equal to the Superintendent's portion of the monthly contribution to the Teacher Retirement System of Texas ("TRS") required for the Superintendent, for the base salary set forth in Section 3.1 of this Contract and any applicable increases to base salary under Section 3.2 of this Contract. This additional salary supplement shall be paid to the Superintendent by regular payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS.

3.5 Supplemental Retirement Plan. The District shall contribute a lump sum of $25,000.00 on an annual basis to a Tax Deferred Plan or Plans (the "Plan") established for the benefit of the Superintendent under Section 403(b) and/or Section 457(b) of the Internal Revenue Code ("Code"). The District's contribution shall be made on or before August 31st each year during the term of this Contract and any extension thereof, with the first contribution being made on or before August 31, 2022.

The 403(b) and 457(b) plans shall be established as employer-paid plans with non-discretionary contributions by the District, and the Superintendent shall have no right to receive such contributions in cash. The 403(b) plan and 457(b) plan shall each be established under a written plan document that meets the requirements of the Code and such documents are hereby incorporated herein by reference. The funds for the 403(b) plan and 457(b) plan shall each be invested in such investment vehicles as are allowable under the Code for the applicable type of plan. The Superintendent shall have sole discretion as to where the contributions to the Plan are invested; to the extent such investments comply with applicable state and federal laws. The Superintendent shall not be entitled to receive in cash any portion of the aforementioned funds that exceed the contribution limit or limits established by law. Each such Plan established on behalf of the Superintendent shall provide that contributions made to the Plan by the District and all earnings thereon shall not vest in the Superintendent until September 1, 2024.

Contributions made by the District to the Plan shall first be made to the 403(b) plan. If the contribution to the 403(b) plan exceeds the contribution limit established by law for such plan, then the remaining contribution by the District shall be made to the 457(b) plan.

No payments under this Section shall be made after the Superintendent's employment terminates. Any unvested funds will revert to the District if the Superintendent ceases to be employed by the District.

3.6 Automobile Insurance. The Superintendent shall maintain liability insurance for his car of not less than the amount of $250,000 (bodily injury liability — each person); $500,000 (bodily injury liability — each accident); $100,000 (property damage liability — each accident). The Superintendent will have access to a staff member, as reasonably available, to drive his vehicle or a District vehicle when the Superintendent determines it is necessary to the performance of his duties. In addition, the Superintendent will have access to a District vehicle whenever he determines it is necessary and/or beneficial to the performance of his duties. The Superintendent may be reimbursed for travel in his car outside of the District at the District's approved reimbursement rate for travel outside of the District.

3.7 Health and Other Insurance. The District will pay for coverage for the Superintendent for group health, dental, and vision insurance, as selected by the Superintendent from plans offered by the District to its employees, on the same basis as other 12-month administrative employees of the District (i.e., payment of the employer portion of the premium). Except as otherwise provided in this Contract, the District will provide the Superintendent with all other benefits on the same basis as other 12-month administrative employees of the District.

3.8 Vacation and Holidays. The Superintendent may take, at the Superintendent's choice and subject to the Board's prior approval, 25 days of vacation per year of this Contract, which may be accumulated up to a total of 50 days. At the conclusion of any Contract Year, at the Superintendent's discretion, or when this Contract is terminated voluntarily or due to disability, accrued but unused vacation days accumulated by the Superintendent during his employment by the District up to a total of 50 days will be paid in a lump sum to the Superintendent or his survivors at the Superintendent's then current daily rate of base pay based on a 260-day work year. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract, with prior notice to the Board prior to taking such leave. The Superintendent shall have the same duty days and shall

observe the same legal holidays as those observed by administrative employees on 12-month contracts.

3.9 State Personal and Local Leave. The Superintendent will have 5 state personal leave days and 10 local personal leave days per year of this Contract. The Superintendent may accumulate state personal and local leave days without limit. Any payment for accumulated but unused state personal or local leave days at the time of the Superintendent's separation from employment shall be limited to, and in accordance with, the provisions of this Contract and Board Policy.

3.10 Annual Physical Examination. The Superintendent shall undergo an annual physical examination performed by the Superintendent's primary care physician. The physician shall submit a confidential statement to the Board President verifying the Superintendent's fitness to perform the essential functions of his job, and copies of all such statements shall be confidential to the extent permitted by law. The District shall pay all reasonable costs of the annual physical examination. The examination shall be performed on or before January 31 of each year of this Contract.

3.11 Performance Incentive Pay Plan. Following the completion of the Superintendent's evaluation each Contract Year during the term of this Contract, and any extension thereof, the Board shall award the Superintendent performance incentive pay for exceptional performance as measured by the achievement of specific outcomes on the Board's Goals and Constraints for the Superintendent.

On or before September 30th of each Contract Year during the term of this Contract, and any extension thereof, the Board in consultation with the Superintendent shall identify the specific targets within the Board's Goals and Constraints and accompanying progress measures ("Priorities") which shall be subject to compensation under the Plan for the Contract Year, as well as the annual dollar amount to fund the performance incentive pay plan.

It is the intent of the Parties that the targets shall be challenging but attainable outcomes for the District. For the Contract Year ending on August 30, 2022, the following goals, constraints, and/or progress measures shall be subject to performance pay as follows:

(a) For each Board Goal, the Superintendent shall receive $5,000 for each percentage point student performance exceeds the annual target for the Goal, provided the Superintendent operates within all Superintendent constraints and there is no decline within any student group;

(b) For meeting or exceeding the annual targets for all Board Goals, the Superintendent shall receive $10,000, provided the Superintendent operates within all Superintendent constraints and there is no decline within any student group; and

(c) For having no D or F rated schools as reported by the Texas Education Agency, the Superintendent shall receive $50,000.

Total compensation under the Performance Incentive Pay Plan may not exceed $150,000.

3.12 Taxable Benefits. If any of the payments or benefits provided to the Superintendent in accordance with Sections 2.2, 2.3, 3.3, 3.4, 3.5, 3.8, 3.11, 3.18, and/or any other provision of this Contract are subject to federal income tax in any year of the Contract, any such tax consequences will be the Superintendent's individual responsibility.

3.13 Personal Protection. The District shall, at its expense, provide to the Superintendent such personal protection as the Board may deem necessary. In the event the life or safety of the Superintendent or the Superintendent's spouse is threatened or otherwise appears in danger due to the performance of the Superintendent's professional duties, the District shall pay the reasonable and necessary cost for the protection of the Superintendent and the Superintendent's spouse; provided, however, that such protection shall initially be sought from the police department or other appropriate governmental authority having jurisdiction in the District.

3.14 Information Technology/Communications. The District shall provide the Superintendent a smart phone, office computer, and/or a laptop, and/or an iPad for his use as Superintendent of the District at the office and away from the office. The use of these devices shall comply with the law and District policy, including any applicable technology use agreements. Unless otherwise provided by District policy, personal use is permitted, provided that such personal use is legal and does not interfere with the use of the equipment for business purposes. All equipment remains the property of the District.

3.15 Notification of Absence from Work. When the Superintendent intends to be absent from the District for three (3) or more consecutive days for any reason, he shall notify the President of the Board in writing or electronically at least five (5) work days prior to the absence except in the event of a personal or family emergency. In such cases, the President of the Board shall be notified as soon as practical. In the event the Superintendent will be hospitalized for non-emergency purposes, the Superintendent shall give the Board at least three (3) days written notice of each hospitalization.

3.16 Residence. The Superintendent, as a condition of his appointment and continued employment as Superintendent, agrees to establish his permanent residence within the

geographical boundaries of the District by January 1, 2022. Thereafter, annually, the Superintendent shall provide evidence of the Superintendent's residence within the territorial boundaries of the District to the President of the Board.

3.17 Indemnification and Defense. Subject to Texas Civil Practice & Remedies Code Chapter 102, and the District's insurance policies, the District shall indemnify, defend, and hold the Superintendent harmless regarding any civil claims, demands, or other legal proceedings against the Superintendent 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 fullest extent permitted by law, except for internal investigations conducted by the District and expressly authorized by the Board. The District has no obligation to indemnify, defend, or hold the Superintendent harmless regarding any claims, demands, or other legal proceedings against the Superintendent if the Superintendent admits in writing or under oath, or is found by a Court of competent jurisdiction to have: (i) acted with gross negligence or malice; (ii) acted with the intent to violate a person's clearly established legal rights; or (iii) engaged in criminal conduct.

Except for internal investigations conducted by the District and expressly authorized by the Board, the District shall advance the attorney's fees, expenses and costs reasonably necessary to defend the Superintendent in any civil claims, demands, duties, actions or other legal proceedings against the Superintendent in which the Superintendent is alleged to have: (i) acted with gross negligence or malice; (ii) acted with the intent to violate a person's clearly established legal rights; or (iii) engaged in criminal conduct.

If the Superintendent admits in writing or under oath, or is found by a court of competent jurisdiction to have: (i) acted with gross negligence or malice; (ii) acted with the intent to violate a person's clearly established legal rights; or (iii) engaged in criminal conduct, then the Superintendent shall promptly reimburse the District all sums advanced by the District to defend the Superintendent in the court proceeding in which such admission or finding is made within one hundred and twenty (120) days or as agreed by the Board.

In the case of any criminal proceeding arising out of the Superintendent's responsibilities as Superintendent or other actions against the District, the District shall advance the attorneys' fees, expenses, and costs reasonably necessary to defend the Superintendent in any criminal claims, demands, duties, actions or legal proceedings against the Superintendent. If the Superintendent admits in writing or under oath or is found by a court of competent jurisdiction to have engaged in criminal conduct, then the Superintendent shall promptly reimburse the District

all sums advanced by the District to defend the Superintendent in court within one hundred and twenty (120) days or as agreed by the Board.

The District may fulfill its obligation by (i) purchasing appropriate insurance coverage for the benefit of the Superintendent, or (ii) including the Superintendent as a covered party under any errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District.

The Superintendent agrees to provide reasonable assistance to and cooperate with the District, its trustees, agents, employees and attorneys in response to any legal proceeding or claims brought against the District. The Superintendent's obligation under this Section shall continue after any termination of this Contract for a period of no more than four (4) years.

No individual member of the Board shall be personally liable for indemnifying, defending or holding harmless the Superintendent, or for any other obligation assumed by the District.

If the Superintendent does not consent to being represented by the same counsel representing the District in any proceeding the District is obligated to defend under this Section, then the Superintendent may elect to be represented in such proceeding by independent counsel. In such event, the District will pay the attorney's fees, expenses and costs reasonably necessary for the independent counsel to defend the Superintendent, subject to the provisions of this Section.

The District's obligation under this Section shall continue for a period of no more than four (4) years after the termination of this Contract for qualifying acts or failures to act occurring during the term of this Contract or any extension thereof. The District shall not be required to pay any costs of any legal proceedings in the event the Board and the Superintendent are adverse to each other in any proceedings.

3.18 Moving Expenses. The District shall pay the Superintendent a one-time lump sum in the amount of thirty-five thousand dollars ($ 35,000.00) for necessary and reasonable expenses incurred in moving the Superintendent, his family and personal possessions to Texas.

4. ANNUAL PERFORMANCE GOALS

4.1 Development of Priorities. On or before September 30th each Contract Year during the term of this Contract, and any extension thereof, the Board, in consultation with the Superintendent, shall identify Priorities from within the Board Goals and Constraints for the Superintendent and accompanying progress measures as outlined in Section 3.11 herein. The

Priorities approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance will be reviewed and evaluated.

4.2 Review of Performance. The Board shall evaluate and assess the performance of the Superintendent in writing on or before September 30, 2022, and on or before each October 30th thereafter during the term of this Contract, and any extension thereof. The meetings at which the Board evaluates the Superintendent will be held in closed meeting unless the Board and Superintendent determine that it should be held in open meeting. The evaluation and assessment shall be related to the duties of the Superintendent as outlined in the Superintendent's job description, Board Goals and Constraints, and the annual Priorities within the Board's Goals and Constraints developed pursuant to Sections 3.11 and 4.1 of this Contract and shall be consistent with Board Policies BJA (Legal) and (Local) and the Board's Operating Procedures.

4.3 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and operating procedures and state and federal law and with the input of the Superintendent. In the event the Board deems that the evaluation instrument, format and/or procedure (including, but not limited to timeline) is to be modified by the Board, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

4.4 Other Interim Evaluations. Nothing in this Contract prohibits or limits the Board's ability to conduct formal or informal interim evaluations, between annual performance evaluations, regarding the performance of the Superintendent, as deemed by the Board in its sole discretion to be necessary or helpful.

5. SEPARATION FROM EMPLOYMENT CONTRACT

5.1 Mutual Agreement. This Contract may be terminated by mutual agreement of the Superintendent and the Board in writing upon such terms and conditions as may be mutually agreed upon.

5.2 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

5.3 Termination for Cause by the District. The Superintendent may be terminated by District for cause as outlined below:

(a) Notwithstanding anything herein to the contrary, the District may, without liability, terminate the Superintendent's employment hereunder for cause at any time upon written

notice from the District specifying such cause, and thereafter the District's obligations under this Contract shall immediately cease and terminate. Grounds for termination "for good cause" include, but are not limited to. one or more of the following:

(1) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract;

(2) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;

(3) Insubordination or failure to comply with lawful Board directives;

(4) Failure to comply with the Board's policies or the District's administrative regulations;

(5) Conviction for driving while intoxicated;

(6) Drunkenness or excessive use of alcoholic beverages; illegal use of drugs, hallucinogens, or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity;

(7) Illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes;

(8) Conviction of a felony or crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; or deferred adjudication for a felony or any crime involving moral turpitude;

(9) Failure to report to the Board any arrest, conviction, or deferred adjudication for any felony or conviction involving moral turpitude as required by District policy;

(10) Failure to meet the District's standards of professional conduct;

(11) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;

(12) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;

(13) Immorality, which is conduct the Board determines is not conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;

(14) Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place;

(15) Knowingly falsifying records or documents related to the District's activities;

(16) Falsification or omission of required information on an employment application;

(17) Intentional or deliberate misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;

(18) Failure to fulfill requirements for Superintendent Certification;

(19) Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional;

(20) Conducting personal business during school hours when it results in neglect of duties;

(21) Failure to take substantive steps in good faith to maintain an effective working relationship, or maintain good rapport with parents, the community, staff or all members of the Board;

(22) A breach of Superintendent's fiduciary duties;

(23) A material breach of this Contract;

(24) Actions involving willful malfeasance or gross negligence in the performance of Superintendent's duties which could be materially and demonstrably injurious to the District;

(25) Commission of an act of fraud, embezzlement, theft or material dishonesty against the District;

(26) Any absence from work by Superintendent for more than ninety (90) days during any twelve (12) month period;

(27) Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law; and

(28) Any other reason constituting "good cause" under Texas law as it applies to term contract employees, as determined by the Board.

(b) The procedure for termination of this Contract for good cause shall be as provided in Section 5.5.

(c) Upon any termination by District for good cause, and except as otherwise required by law, the Superintendent shall have no right to any compensation from the District including, but not limited to, salary, bonuses, incentives, severance, benefits, or other compensation for any period subsequent to the date of termination; and shall have no right, except as otherwise required by law, to participate in any employee benefit programs referred to in or provided to the Superintendent under this Contract for any period subsequent to the date of termination.

5.4 Disability. In the event the Superintendent shall become physically or mentally unable to perform the essential functions of his job as Superintendent, the Board, at its option, may terminate this Contract and the employment of the Superintendent after the Superintendent's exhaustion of his state personal and local leave days and vacation days provided pursuant to Sections 3.8 and 3.9 herein, and in accordance with federal law. Verification of the illness or disability of the Superintendent shall be required whenever a majority of the Board requests it. Verification shall be by a physician designated by the Board and Superintendent; however, should the Board and Superintendent be unable to agree, the physician shall be the physician chosen under Section 3.9. Should the Superintendent be terminated due to such physical or mental disability, the Superintendent shall be entitled to one (1) year of his annual base salary set out in Section 3.1 and a continuation of the District's payment for the employer portion of the insurance premiums for the Superintendent, set out in Section 3.7, for a period of one (1) year from the date of termination. Except for the payments set out in this Section, plus the amounts for vacation leave under Section 3.8, the District shall have no further liability to the Superintendent for any other compensation or benefits.

5.5 Termination Procedure. In the event that the Board proposes to terminate this Contract for good cause, the Superintendent shall be afforded the rights as set forth in the Board's policies and applicable state and federal law.

5.6 Nonrenewal of Contract. Except as otherwise provided herein, nonrenewal of this Contract shall be in accordance with Board policy and applicable law.

5.7 Unilateral Termination. In the event the Board, by an affirmative vote of at least two-thirds of the full membership of the Board, unilaterally decides to terminate this Contract without good cause or in lieu of nonrenewal, the Superintendent will receive one year of his current

annual base salary and the value of his annual benefits as set out in Sections 3.1, 3.4, and 3.5 of this Contract. It is understood and agreed that in the event of unilateral termination by the Board, the Superintendent will receive only the payments specified in this Section plus, subject to District policy, the amounts due for vacation leave pursuant to Section 3.8 herein. In exchange for this payment, the Superintendent agrees not to request a hearing or other process under Sections 5.5 and 5.6 of this Contract. It is further understood and agreed that the payments provided above will be in full satisfaction of the District from all claims under this Contract. It is agreed that in the event of unilateral termination by the Board, the Superintendent will have no duty to mitigate damages.

5.8 Resignation at the End of the School Year. In accordance with Section 21.212 of the Texas Education Code, the Superintendent may leave the employment of the District at the end of a school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following school year. The Superintendent may resign, with the consent of the board of education, at any other time as specifically provided in this Contract.

6. BOARD/SUPERINTENDENT COMMUNICATIONS AND RELATIONSHIPS

No later than August 1, 2021, and annually thereafter, the Board and the Superintendent shall meet to discuss and agree on the process and procedures for how they will communicate and work together, subject to and consistent with Board Policies and Operating Procedures. The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and/or appropriate action, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by District Board policies and operating procedures.

7. MISCELLANEOUS PROVISIONS

7.1 Controlling Law. This Contract shall be governed by the laws of the state of Texas, and it shall be performable in Harris County, Texas, unless otherwise provided by law. Venue for any dispute concerning the interpretation or enforcement of this Contract shall be in Harris County, Texas.

7.2 Conflicts. In the event of any conflicts between the terms, condition, and provisions of this Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

7.3 Heirs and Assigns. The provisions of this Contract are binding upon the heirs, personal representatives, successors and assigns of the Superintendent.

7.4 Waiver. No waiver of any of the provisions of this Contract shall be deemed for any purpose to be a waiver of the right of any Party hereto to enforce strict compliance with the provisions hereof in any subsequent instance.

7.5 Severability. Each of the covenants and provisions contained in this Contract shall be enforceable independently of every other covenant and provision in this Contract and whether or not Superintendent has any claim or cause of action against the District based on this Contract or otherwise.

7.6 Entirety of Contract. This Contract supersedes all other agreements, or amendments thereof, either oral or in writing, between the Parties to this Contract with respect to the employment of the Superintendent by the District and matters relating to this Contract. No representations, warranties, recitals, covenants, or statements of intention have been made by, or on behalf of, any Party hereto which is not embodied in this Contract, and no Party hereto shall be bound by, or liable for, any alleged representation, warranty, recital, covenant, or statement of intention not so set forth

7.7 Modification. This Contract may not be modified or amended except by written amendment, or addendum, signed by all Parties to this Contract

7.8 Failure to Enforce Not Waiver. Any failure or delay on the part of either the District or the Superintendent to exercise any remedy or right under this Contract shall not operate as a waiver. The failure of either Party to require performance of any of the terms, covenants, or provisions of this Contract by the other Party shall not constitute a waiver of any of the rights under this Contract. No forbearance by either Party to exercise any rights or privileges under this Contract shall be construed as a waiver, but all rights and privileges shall continue in effect as if no forbearance had occurred. No covenant or condition of this Contract may be waived except by the written consent of the waiving Party. Any such written waiver of

any term of this Contract shall be effective only in the specific instance and for the specific purpose given.

7.9 Partial Invalidity. If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions and otherwise valid and enforceable clauses of this Contract shall remain in full force and effect as if this Contract had been executed without any such invalid provisions having been included.

7.10 Section Headings. Any section headings contained in this Contract are for convenience only and shall in no manner be construed as a part of this Contract.

7.11 Non-Reliance. The Parties stipulate and agree that they have not relied upon any statements or representations made by any of the other Parties hereto or by any person or entity representing any of the other Parties hereto.

7.12 Terms Contractual. This Contract contains the entire agreement between the Parties hereto. The terms of this Contract are contractual and are not mere recitals. This Contract cannot be modified or amended except by a written amendment signed by all Parties to this Contract.

7.13 Legal Consideration. The Parties hereto stipulate and acknowledge that adequate legal consideration exists to support all such Parties' execution and delivery of this Contract and the transactions, covenants, and agreements contemplated hereby.

7.14 Construction. This Contract is the product of negotiations between the Parties. The Parties hereto agree that this Contract shall not be construed against the drafter and any rule of contract construction providing for an interpretation against the drafter shall not apply. The Parties hereto agree that should any additional instruments be necessary or desirable to confirm and effectively accomplish the purposes of this Contract, or to establish the rights or discharge the obligations of any Party hereunder, such additional instruments will be promptly executed and delivered upon the request of any such Party.

7.15 Counterparts and Copy Effective. This Contract may be executed in one or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. A copy of this Contract fully executed shall be as effective, for all purposes, as a signed original.

7.16 Notices. Any notice, request, instruction, correspondence, or other document to be given hereunder by either Party to the other (herein collectively called "Notice") shall be in writing and delivered in person or by courier service requiring acknowledgment of receipt of

delivery or mailed by certified mail, postage prepaid and return receipt requested, or by telecopier, as follows:

(a) if to District to:

Houston Independent School District
Board Services
Hattie Mae White Educational Center
4400 W. 18th Street
Houston, Texas 77092
Attn: President, Board of Education

with copy to:

Thompson & Horton, LLP
3200 Southwest Frwy, Suite 2000
Houston, Texas 77027
Attn: Lisa R. McBride, Partner

(b) if to Superintendent, to:

Mr. Millard House II
Houston Independent School District
Hattie Mae White Educational Center
4400 W. 18th Street
Houston, Texas 77092
Attn: Superintendent of Schools

Notice given by personal delivery, courier service or mail shall be effective upon actual receipt. Notice given by telecopier shall be confirmed by appropriate answer back and shall be effective upon actual receipt if received during the recipient's normal business hours, or at the beginning of the recipient's next business day after receipt if not received during the recipient's normal business hours. Any Party hereto may change any address to which Notice is to be given to it by giving Notice as provided above of such change of address.

EXECUTED to be effective as the date first written below.

[Execution Page Follows]

AGREED AND APPROVED:

HOUSTON INDEPENDENT SCHOOL DISTRICT

By: Dr. Patricia K. Allen
Dr. Patricia K. Allen
President, Board of Education

Date: 6/14/21

By: Kathy Blueford-Daniels
Kathy Blueford-Daniels
Secretary, Board of Education

Date: 06/14/21

SUPERINTENDENT

By: Millard House II
Millard House II
Superintendent of Schools

Date: 6-14-21

Execution Page