

**HOUSTON INDEPENDENT SCHOOL DISTRICT**  
**ACTING SUPERINTENDENT EMPLOYMENT AND RELOCATION AGREEMENT**

STATE OF TEXAS                   §  
  §  
COUNTY OF HARRIS           §

This Acting Superintendent Employment and Relocation Agreement (the “Agreement”), is made and entered into effective as of the 1<sup>st</sup> day of June 2023, by and between the HOUSTON INDEPENDENT SCHOOL DISTRICT (the “District”) and F. Mike Miles (the “Acting Superintendent”).

The Board and the Acting Superintendent, for in and consideration of the terms hereinafter established and pursuant to Section 11.201 of the Texas Education Code and the general laws of the State of Texas, do hereby agree as follows:

**Section 1.** The District hereby ratifies the appointment of the Acting Superintendent as Superintendent of Schools of the District and employs the Acting Superintendent, and the Acting Superintendent hereby accepts employment as Acting Superintendent of Schools for the District for a term commencing on June 1, 2023, and ending at such time as a Contract of Employment is entered into between the District and the Acting Superintendent.

**Section 2.** The Acting Superintendent shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed in the job description for the position, and as may be assigned by the Board of Managers. The Acting Superintendent shall perform all duties with reasonable care, skill, and expertise and in a thorough, prompt, and efficient manner using his professional training and experience. The Acting Superintendent shall comply with all lawful directives of the Board, state and federal law, and District policy, rules, and regulations, as they exist or may hereafter be adopted or amended. The Acting Superintendent agrees to devote his full time, skill, labor, and attention to performing his duties.

**Section 3.** In connection with the Acting Superintendent’s necessary relocation to the District, the District shall pay the Acting Superintendent a one-time sum of Twenty-Five Thousand and No/100 Dollars (\$25,000.00) to cover all expenses associated with the Acting Superintendent’s relocation. Such payment to the Acting Superintendent shall be made on or before July 1, 2023. From these one-time funds, the Acting Superintendent shall pay and be responsible for: all expenses for moving his furniture and belongings to the District; and, expenses for temporary housing, if necessary, until such time as the Acting Superintendent acquires a permanent residence in the District. The Acting Superintendent shall not seek or receive any other payment or reimbursement from the District for any expenses related to his necessary relocation to the District. The Acting Superintendent shall be responsible for and shall pay any taxes due on this one-time payment.

**Section 4.** This one-time payment to cover expenses associated with the Acting Superintendent's necessary relocation from his current residence to the District shall not become a part of the Contract of Employment between the Board and the Acting Superintendent. The Acting Superintendent does not have a property interest or liberty interest, or any other legally recognized and protected interest or expectation, in such one-time payment being made again at any time in the future during his employment as Acting Superintendent.

**Section 5.** For each day the Acting Superintendent works as Acting Superintendent of Schools for the District, the District shall pay the Acting Superintendent One Thousand Four Hundred Seventy-Three and No/100 Dollars (\$1,473.00). Further, the District will pay or reimburse the Acting Superintendent for reasonable and necessary costs incurred in performing the role of Acting Superintendent.

**Section 6.** This Agreement is 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 Agreement shall be in Harris County, Texas, unless venue is required elsewhere by Texas law.

**Section 7.** This written Agreement contains and constitutes the entire understanding and agreement between the Board and the Acting Superintendent with respect to (i) the District's one-time payment to cover expenses associated with the Acting Superintendent's necessary relocation of him and his family from his current residence to the District and (ii) the Acting Superintendent's compensation, and it supersedes any previous negotiations, discussions, agreements, understandings, or written communications with respect to its subject matter.

**Section 8.** 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 Agreement, 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.

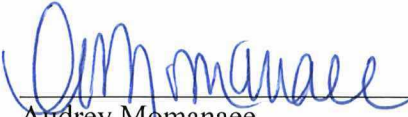
**Section 9.** Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

**Section 10.** The wording of this Agreement was reviewed and accepted by all parties after reasonable time to review with legal counsel. No party shall be entitled to have any wording of this Agreement construed against the other party as the drafter of the Agreement in the event of any dispute in connection with the Agreement.

**Section 11.** This Agreement 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.

EXECUTED AND AGREED TO on this 8th day of June, 2023.

**HOUSTON INDEPENDENT SCHOOL DISTRICT**

By:   
Audrey Momanaee  
Board Chair

Date: 6/8/2023

  
Angela Lemond Flowers  
Board Secretary

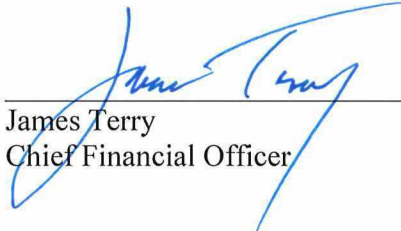
Date: 6/8/2023

**ACTING SUPERINTENDENT OF SCHOOLS**

By:   
Mr. F. Mike Miles


Date: 8 JUN 2023

**APPROVED AS TO FUNDING/BUSINESS TERMS:**

By:   
James Terry  
Chief Financial Officer

Date: 6.8.2023

**APPROVED AS TO FORM:**

By:   
Lisa McBride  
Board Counsel

Date: 6/8/2023