AMENDED AND RESTATED EMPLOYMENT CONTRACT

BETWEEN

THE BOARD OF MANAGERS OF THE HOUSTON INDEPENDENT SCHOOL DISTRICT

and

F. MIKE MILES

Dated as of June 12, 2025

HOUSTON INDEPENDENT SCHOOL DISTRICT EMPLOYMENT CONTRACT

THE STATE OF TEXAS § COUNTY OF HARR1S §

This Contract ("Contract") is by and between the Board of Managers ("Board") of the Houston Independent School District ("District") and F. Mike Miles ("Superintendent").

WITNESSETH:

WHEREAS, the Superintendent was appointed on June 1, 2023 by the Commissioner of Education for the State of Texas, pursuant to section 39A.202 of the Texas Education Code, to serve as the Superintendent of Schools for the District, and

WHEREAS, the Superintendent accepted the appointment as the Superintendent of Schools for the Houston independent School District on June 1, 2023;

NOW, THEREFORE, pursuant to the authority of Section 11.201 and Chapter 21, Subchapter E of the Texas Education Code, the 1923 Special Act creating the District, and the general laws of the State of Texas, the Board and the Superintendent agree as follows:

1.TERM

- 1.1 The Board, by and on behalf of the District, employs the Superintendent, and the Superintendent accepts employment as Superintendent of Schools for the District for a term commencing on June 22, 2023 ("Effective Date"), and ending on June 30, 2030. Upon execution by the parties, this Contract will become effective on June 12, 2025, and it will replace any prior understandings, agreements, or contracts between the parties. Beginning July 1, 2025, and for the remainder of this Contract and any extension thereof, each contract year shall be from July 1 through June 30 (hereinafter referred to as the "Contract Year").
- 1.2 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.

2. EMPLOYMENT

2.1 <u>Duties.</u> The Superintendent is the chief executive officer of the District and he shall 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 time 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;
- (c.) make decisions regarding the District's personnel consistent with Section 2.6 herein;
- (d.) manage the day-to-day operations of the District as its administrative manager;
- (e.) 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;
- (f.) prepare recommendations for policies to be adopted by the Board and oversee the implementation of adopted policies;
- (g.) develop appropriate administrative regulations to implement policies adopted by the Board;
- (h.) provide instructional leadership for the attainment of student performance based on the academic excellence indicators adopted by the State Board of Education and other indicators adopted by the Board;
- (i.) organize the District's central administration staff subject to provisions of Section 2.6 herein; and,
- (j.) communicate and collaborate with all members of the Board.
- 2.2 <u>Professional Activities/Civic Organizations.</u> The Superintendent shall reasonably attend and participate in appropriate professional and civic meetings at the local, state, and national levels with the reasonable expenses for such attendance to be borne by the District, including membership fees and dues of the Superintendent in such organizations as he deems appropriate in the performance of his duties, from funds budgeted for that purpose by the Board, and the Superintendent may hold offices or accept responsibilities in these professional and civic organizations, provided that such meetings, offices and/or responsibilities do not interfere with the performance of his duties as Superintendent.

- 2.3 Writing, Teaching, Advising, and Speaking Activities. The Superintendent shall be permitted to undertake writing. teaching, advising, and speaking activities, provided that these activities (i) 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 weekends, holidays, vacation days and/or personal leave days when participating in such activities. Notwithstanding the foregoing, the Superintendent shall not undertake any such consulting 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 prior approval from the Board as required by the Texas Education Code, Section 11.201(e).
- 2.4 <u>Professional Certification and Records.</u> This Contract 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 the personnel files and for payroll purposes. Failure to provide necessary certification shall render this Contract void, and any material misrepresentation in the records shall be grounds for termination.
- 2.5 <u>Reassignment.</u> 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 11.20 I and 11.1513 of the Texas Education Code, the Board by policy and by this Contract has delegated to the Superintendent the sole authority to determine the terms of employment of all employees of the District except the Superintendent. Specifically, the Superintendent has been delegated the authority to employ all contract and non-contract employees and to direct, assign, reassign and transfer all employees in the manner which in his judgment best serves the District, subject to applicable law. The Superintendent's employment decisions are not subject to Board approval, except as required by applicable law. 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 and the Superintendent.
- 2.7 <u>Board Meetings and Relation.</u> 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 evaluation, consideration of the terms of the Superintendent's employment pursuant to the terms of this Contract, confidential discussions among Board members to resolve any differences of opinion among members of the Board, and/or when the Board is acting as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings. Further, the Superintendent shall provide recommendation(s) and/or information as to each of the items of business considered at each meeting as needed or requested by the Board.

3. COMPENSATION AND SALARY

3.1 <u>Annual Base Salary.</u> The Superintendent will be paid an annual base salary

in the sum of Three Hundred Eighty Thousand Dollars (\$380,000.00) from June 1, 2023, through June 30, 2030. From June 22, 2023, through August 31, 2023, the Superintendent shall be paid a prorated portion of the annual base salary. Beginning on July 1, 2025, the Superintendent's annual base salary shall be set at Four Hundred Sixty-Two Thousand dollars (\$462,000).

- 3.2 <u>Salary Adjustments.</u> 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.
- 3.3 Business Expenses. The District will pay or reimburse the Superintendent for reasonable reimbursable expenses as determined and incurred by 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 the reasonable actual and incidental costs incurred by the Superintendent for travel; such costs may include, but are not limited to, airline tickets, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The District also will 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 policies, procedures and documentation requirements in accordance with Board policies and established procedures. 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 <u>Teacher Retirement System of Texas.</u> For performance of Superintendent duties, the District shall supplement the Superintendent's annual salary beginning with the Effective Date and continuing for each payroll through the term of this Agreement, 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. 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 Superintendent by regular payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS.
- 3.5 <u>Automobile/Automobile Expense.</u> 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.
 - 3.6 <u>Health, Disability, and, Other Insurance.</u> The District will pay for coverage

for Superintendent for group health, major medical and hospitalization, 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. Except as otherwise provided in this Contract, the District will provide Superintendent with all other benefits on the same basis as other 12-month administrative employees of the District.

Annual Service Purchase. The District shall contribute on an annual basis to a 3.7 Service Tax Deferred Plan or plans (the "Plan") established for the benefit of the Superintendent under Section 403(b), Section 457(b), and/or Section 40l(a) of the Internal Revenue Code ("Code") a lump sum of \$56,000.00. The 403(b) and 401(a) 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, 401(a) 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, 401(a) 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 be fully vested in the Superintendent.

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. If the contribution to the 457(b) plan then exceeds the contribution limit established by law for such plan, the remaining contribution by the District shall be made to the 401(a) plan.

- 3.8 <u>Vacation and Holidays.</u> 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 and carried forward up to a total of 35 days. At the conclusion of any Contract Year, at the Superintendent's discretion, accrued but unused vacation days accumulated by the Superintendent during his employment by the District 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 254-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 President 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 <u>Personal and Sick Leave.</u> The Superintendent will have 5 state personal leave days and 10 local personal leave days per year of this Contract. The Superintendent may accumulate local personal leave days up to a total of 35 days.
- 3.10 <u>Annual Physical Examination.</u> 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. The Board intends to develop and adopt a performance incentive pay plan for the Superintendent, such plan to be implemented in the Contract Year beginning September I, 2023. The Board and the Superintendent will mutually develop a performance incentive pay plan tied to the annual goals of the District developed by the Board and the Superintendent and approved by the Board in accordance with Section 4.1. The performance incentive pay plan will have measurable objective criteria for each goal with compensation incentives being tied to each criteria for each goal. After written goals are adopted by the Board, but on or before December 1, 2023, this Contract will be amended by the Board to reflect the mutual agreement of the Board and the Superintendent setting forth the details of the performance incentive pay plan, as well as the annual dollar amount to fund the performance incentive pay plan. The first evaluation of the performance of the Superintendent under the performance incentive pay plan will be by the Board on or before September 1, 2024, and on or before October 1 each year thereafter during the term of this Contract.
- 3.12 <u>Taxable Benefits.</u> If any of the payments or benefits provided to the Superintendent in accordance with Sections 3.3, 3.4, 3.6, 3.7, 3.8, 3.10, 3.11, 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 incident 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 <u>Information Technology/Communications.</u> The District shall provide the Superintendent a laptop, a desktop computer, and a printer for use by the Superintendent in his home or district office. The Superintendent may use this equipment for both work and personal activities. The Superintendent shall be responsible for obtaining his own cell phone and paying any costs related to same.

4. ANNUAL PERFORMANCE GOALS

4.1 <u>Development of Priorities.</u> By December 1 after the commencement of this Contract and by September 1 every year thereafter, the Board President, with the cooperation, input and support of the Superintendent, shall develop and submit for the Board's consideration and approval a proposed list of priorities within the Board's goals for the District. 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. The priorities approved by the Board shall be specific, definitive and measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the priorities.

- 4.2 <u>Review of Performance.</u> The Board shall evaluate and assess the performance of the Superintendent in writing on or before October 1, 2024, and on or before October 1 thereafter during the term of this Contract. The meetings at which the Board evaluates the Superintendent will be held in closed meeting unless the Superintendent and the Board agree in writing 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 and the annual priorities within the Board's goals developed pursuant to Section 4.1 herein and shall be considered confidential to the extent permitted by law.
- 4.3 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Board deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Superintendent. The Superintendent shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the board. That response shall become a permanent attachment to the evaluation in the Superintendent's personnel file. Within sixty (60) days of the delivery of the written evaluation to the Superintendent, the Board shall meet with the Superintendent to discuss the evaluation. The Board shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Superintendent and the Board. In the event the Board deems that the evaluation instrument, format, and/or procedure is to be modified by the Board and such modifications would require new or different performance expectations, such modifications must be adopted with input from the Superintendent and the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

5. TERMINATION OF EMPLOYMENT CONTRACT

- 5.1 <u>Mutual Agreement.</u> 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 <u>Retirement or Death.</u> This Contract shall be terminated upon the retirement or death of the Superintendent.
- 5.3 <u>Termination for Cause by the District</u> 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. Superintendent's failure to follow the lawful directives and/or policies of the Board of Directors;
 - 2. A breach of Superintendent's fiduciary duties;

- 3. A material breach of this Contract;
- 4. An indictment, conviction, a plea of guilty, or a plea of nolo contendere for any act or omission relating to Superintendent's fraud, dishonesty, or crime involving moral turpitude;
- 5. Engaging in acts which are defined as moral turpitude under state or federal laws and cause embarrassment to the District;
- 6. Actions involving willful malfeasance or gross negligence in the performance of Superintendent's duties which could be materially and demonstrably injurious to the District;
- 7. Commission of an act of fraud, embezzlement, theft or material dishonesty against the District;
- 8. Any absence from work by Superintendent for more than ninety (90) days during any twelve (12) month period; and
- 9. Any action considered good cause under state law.
- (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 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 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 personal and sick leave days and vacation days provided pursuant to Sections 3.8 and 3.9 herein. 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 3.10. 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 and benefits as set out in Sections 3. I and 3.4 through 3.11 of this Contract payable in lump sum by the District. 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 <u>Termination Procedure.</u> 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 <u>Nonrenewal of Contract.</u> Except as otherwise provided herein, nonrenewal of this Contract shall be in accordance with Board policy and applicable law.
 - 5.7 <u>Unilateral Termination.</u> 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 the lesser of (i) an amount equal to the value of two years of his current annual base salary and annual benefits as set out in Sections 3.1 and 3.4 through 3.11 of this Contract or (ii) the value of salary and all benefits, as set out in Sections 3.1 and 3.4 through 3.11 of this Contract, for the remaining term of the 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 the amounts due for vacation leave pursuant to Sections 3.8 herein. In exchange for this payment, the Superintendent agrees not to request a hearing or other process under Section 5.4 and 5.5 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.

Professional Liability. The District shall indemnify, defend, and hold the Superintendent harmless regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent, or damages incurred by the Superintendent, including court costs and attorney's fees, in his individual or official capacity for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of his duties as Superintendent of the District, to the extent and to the limits permitted by law. This paragraph does not apply if the Superintendent is found by a court of competent jurisdiction to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in official misconduct or criminal conduct, nor does it apply to criminal investigations or proceedings. The District shall fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent or by including the Superintendent as a covered party under any contract providing errors and omissions insurance coverage purchased for the protection of the Board and the professional employees of the District. The Board shall retain attorneys to represent the Superintendent in any proceeding for which he could seek indemnification under this paragraph, to the extent that damages are recoverable or a defense is provided, under any such contract of insurance. The selection of Superintendent's legal counsel shall be with the mutual agreement of Superintendent and the District if such legal counsel is not also District's legal counsel. 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 shall pay the attorney's fees, expenses and costs reasonably necessary for the independent counsel to defend the Superintendent.

No individual member of the Board shall be personally liable for indemnifying and defending the Superintendent under this paragraph. The District's obligation under this paragraph 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 Superintendent shall fully cooperate with the District in the defense of any and all demands, claims, suits, actions and legal proceedings brought against the District during the term of this Contract. After termination of this Contract, the Superintendent 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 Superintendent's employment with the District, at no additional expense to the District other than reimbursement to Superintendent for his documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Superintendent by virtue of his taking time off from his then current employment to assist the District at its request. If Superintendent is not employed at the time, the District shall compensate him at Superintendent's daily rate of pay, calculated by dividing his salary under the Contract by 254. Requests for assistance from Superintendent with respect to such matters shall be made through the Board of Managers' President, any successor Superintendent, and/or legal counsel for the District, and the amount to be reimbursed to Superintendent shall be mutually agreed upon in advance. The Superintendent's obligation under this paragraph shall continue after any termination of this Contract for a period of no more than four (4) years.

5.9 <u>Resignation of Superintendent</u>. 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 year. The Superintendent may resign with the consent of the Board at any other time.

6. MISCELLANEOUS PROVISIONS

- 6.1 <u>Controlling Law.</u> 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.
- 6.2 <u>Heirs and Assigns.</u> The provisions of this Contract are binding upon the heirs, personal representatives, successors and assigns of the Superintendent.
- 6.3 <u>Waiver.</u> 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.
- 6.4 <u>Severability</u> 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.
- 6.5 <u>Entirety of Contract.</u> This Contract supersedes all other agreements, 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. 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.
- 6.6 <u>Failure to Enforce Not Waiver</u>. 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.

- 6.7 <u>Partial Invalidity.</u> 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.
- 6.8 <u>Section Headings.</u> Any section headings contained in this Contract are for convenience only and shall in no manner be construed as a party of this Contract.
- 6.9 <u>Non-Reliance.</u> 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.
- 6.10 <u>Terms Contractual</u>. 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.
- 6.11 <u>Legal Consideration</u>. The parties hereto stipulate and acknowledge that adequate legal consideration exists to support all such party's execution and delivery of this Contract and the transactions, covenants, and agreements contemplated hereby.
- 6.12 <u>Construction</u>. 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 accomplish effectively 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.
- 6.13 <u>Copy Effective.</u> A copy of this Contract fully executed shall be as effective, for all purposes, as a signed original.
- 6.14 <u>Conflicts</u>. In the event of any conflict between the terms, conditions, 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.
- 6.15 <u>Notices.</u> 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 ce1tified mail, postage prepaid and return receipt requested, or by telecopier, as follows:

- (a.) Richard Campo
 HISD Board President
 Houston Independent School District
 4400 W. 18th Street
 Houston, Texas 77092
 Attn: President, Board of
 Education with copy to: General
 Counsel, Catosha Woods
- (b.) If to Superintendent, to:

Mr. F. Mike Miles to the email and home address on file with the HISD Human Resources department.

Notice shall be given by personal delivery, courier service or mail and shall be effective upon actual receipt. 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.

Addendum 1 to the Superintendent's Contract

Per paragraph 2.3 of the Superintendent's Contract,

"The Superintendent shall be permitted to undertake writing. teaching, advising, and speaking activities, provided that these activities (i) 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 weekends, holidays, vacation days and/or personal leave days when participating in such activities."

As required by the Texas Education Code, Section 11.201(e), the Superintendent shall receive prior approval to engage in such activities for which he may receive a financial benefit. This addendum acknowledges Board approval for two consulting activities for the Superintendent:

- 1. The Superintendent may advise the Third Future Schools Board of Directors and the senior administrative staff during this transition period and as the Network (founded by Mr. Miles) expands and uses Mr. Miles' strategy and plans already underway, provided that such advice shall not constitute an actual or potential conflict of interest as prohibited by Section 2.3 of the Contract.
- 2. The Superintendent may conduct a keynote address for the leaders of Newark Public Schools and provide quarterly training for the senior leadership team during the 2023- 2024 school year.

EXECUTED to be effective as the date first written above.

Richard Campo

Superintendent of Schools

Date

Paula Mendoza

Secretary. Board of Managers

Date

F. Mike Miles

Superintendent of Schools

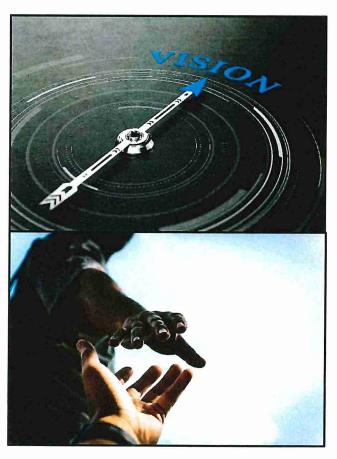
/2 JUN 25 Date

Addendum 2 to the Superintendent's Contract: Superintendent Performance Pay Plan





CONFIDENTIAL



Superintendent's Evaluation and Performance Pay Plan

Adopted: June, 2025

Notes for the 2024-2025 Evaluation

- The Superintendent's evaluation, consistent with 4.1-4.3 of the Employment Agreement, will be conducted in accordance with the Superintendent Evaluation Instrument below, on or before October 1st of each year.
- Superintendent summative evaluation targets are considered met if either the Student Outcome Goal is met or 2/3 of the respective GPMs are met. Performance is considered met if 3/4 of summative targets or GPMs are met.

If ¾ of the evaluation targets are not met, the board should use its own judgment based on the Monitoring Reports received and voted on according to the Monitoring Calendar.

Performance Incentive Pay Plan

- Under Section 3.11 of the Employment Agreement, the Board was to develop and adopt a
 performance incentive pay plan for the Superintendent to be implemented in the Contract
 Year beginning September 1, 2023, which is to be tied to the annual goals of the District.
 This document constitutes that Performance Incentive Pay Plan and constitutes an
 amendment to the Employment Agreement, as contemplated in section 3.11 thereof.
- The Superintendent is entitled to Performance Incentive Pay. For each year, the total Performance Incentive Pay amount is calculated as a percentage of half of the base salary amount for the year of the evaluation. The percentage equals the number of points out of 100 total points on the Performance Incentive Pay Plan Rubric, which is attached below, and which is comprised of two parts: Part 1: Superintendent Evaluation Achievement, and Part 2: Executive Leadership and Vision.
- For example, if the Superintendent, achieves two 2024 Annual Goal Met (at 10 points each; for a total of 20 points), achieves 2024 Goal Exceeded A on two goals (at 13 points each; for a total of 26 points), and receives 35 points on the Executive Leadership and Vision Rubric, the calculation is as follows:

Part 1: Superintendent Evaluation – Achievement 46pts

Part 2: Executive Leadership and Vision + 35pts

81pts => .81 x \$190,000 = \$153,900 Incentive

Part 2: Executive Leadership and Vision (40 total points available)

On or before October 1st of each school year, the Board will evaluate the Superintendent on the following, in accordance with Appendix B: Executive Leadership and Vision Rubric, with each metric valued at up to 10 or 5 points:

Demonstrates vision
Makes effective decisions
Maximizes human capital
Works well as part of a high-functioning team
Constructs a positive communications strategy
Creates and maintains an effective budget
Prioritizes positive culture and people wellness

Prior to Board evaluation, (i) the district will deploy a district-wide climate and culture survey to constituents (families, students, teachers, administrators), (ii) the Superintendent will conduct a self-evaluation in accordance with Appendix B: Executive Leadership and Vision Rubric, and (iii) the District Core Team (Chiefs and Deputy Chiefs) will conduct an evaluation of the Superintendent in accordance with Appendix B: Executive Leadership and Vision Rubric.

The evaluations of the Superintendent conducted by the District Cabinet and the Board shall be anonymous. To reach and Executive Leadership and Vision score, the Board shall take the average score from the District Core Team evaluations and the average score from individual Board Member evaluations and average them together.

Superintendent's Evaluation SY24-25

	f Board Adopted Targets					-	
Goal or GPM	Goal / Goal Progress Measure	2025 Adopted Changes	2024 EOY Actual	2025 Target	2026 Target	2027 Target	2028 Target
Goal 1	Goal 1: The percent of 3rd grade students in Houston ISD earning Meets Grade Level on the STAAR reading test will increase from 41% in June 2023 to 56% in June 2028.	No Change	40	44	49	53	56
GPM 1.1	GPM 1.1 - The percentage of 3rd grade students projected at Meets Grade Level on NWEA MAP in feading will increase from 47% in May 2024 to 56% in May 2028.	Updated targets	47	49	51	53	56
GPM 1.2	GPM 1.2 - The percentage of grade 3 students attending a New Education System (NES) campus projected at Meets Grade Level in reading on NWEA MAP will increase from 40% in May 2024 to 49% in May 2028.	Updated targets	40	42	44	46	49
GPM 1.3	GPM 1.3 - The percentage of 2nd grade students who grow one or more proficiency levels or maintain Meets or Masters from BOY to EOY on NWEA MAP in Reading will increase from 43% in May 2024 to 51% in May 2028.	Updated metric & targets	43	45	47	49	51
Goal 2	Goal 2: The percent of 3rd grade students in Houston ISD earning Meets Grade Level on the STAAR math test will increase from 38% in June 2023 to 53% in June 2028.	No Change	39	41	47	51	53
GPM 2.1	GPM 2.1 - The percentage of all 3rd graders projected at Meets Grade Level on NWEA MAP in math will increase from 44% in May 2024 to 53% in May 2028.	Updated targets	44	46	48	50	53
GPM 2.2	GPM 2.2 - The percentage of 3rd grade students attending NES campuses projected at Meets GL on NWEA MAP in math will increase from 38% in May 2024 to 47% in May 2028.	Updated targets	38	40	42	44	47
GPM 2.3	GPM 2.3 - The percentage of 2nd grade students who grow one or more proficiency levels or maintain Meets or Masters from BOY to EOY on NWEA MAP in Math will increase from 38% in May 2024 to 46% in May 2028.	Updated metric & targets	38	40	42	44	46
Goal 3	Goal 3: The percent of students graduating T\$I ready and with an industry-based certification (IBC) will increase from 11% for the 2021–2022 graduates to 26% for the 2026-2027 graduates.	No Change	12	15	20	23	26
GPM 3.1	GPM 3.1 - GPM 3.1: The percentage of 11th grade students meeting TSI criteria on the SAT, ACT, or TSIA in both math and reading will increase from 15% in May 2023 to 30% in May 2028.	No Change	16	17	22	27	30
GPM 3.2	GPM 3.2 - GPM 3.2: The percent of 10th, 11th, and 12th grade students who are on-track to achieve CTE Completer status by graduation will increase from 34% in May 2023 to 49% in May 2028.	No Change	42	- 36	41	46	49
GPM 3.3	GPM 3.3 - GPM 3.3: The percent of 11th graders who qualify for college credit will increase from 33% in May 2023 to 48% in May 2028.	No Change	38	35	40	45	48
GPM 3.4	GPM 3.4 - The percentage of students in grades 4 through 8 who are projected at Meets Grade Level in reading on NWEA MAP will increase from 51% in May 2024 to 59% in May 2028.	New metric	51	53	55	57	59
GPM 3.5	GPM 3.5 - The percentage of students in grades 4 through 8 who are projected at Meets Grade Level in math on NWEA MAP will increase from 41% May 2024 to 49% in May 2028.	New metric	41	43	45	47	49
Goal 4	Goal 4: Students in grades 4 through 8 who receive special education services that achieve growth as measured by the Domain 2 Part A of the state accountability system will increase from 63% In August 2023 to 78% in August 2028.	No Change	66	66	72	76	78
GPM 4.1	GPM 4.1 - The percentage of 4th-8th students with disabilities have Met Expected Growth from BOY to EOY on NWEA MAP in Reading will increase from 48% in June 2024 to 55% in June 2028.	Updated metric & targets	48	50	52	54	55
GPM 4.2	GPM 4.2 - The percentage of 4th-8th students with disabilities have Met Expected Growth from BOY to EOY on NWEA MAP in Math will increase from 46% in June 2024 to 58% in June 2028.	Updated metric & targets	46	49	52	56	58
GPM 4.3	GPM 4.3 - The percentage of students in grades 3 through 8 who receive special education services who are projected at Meets Grade Level in reading or math on NWEA MAP will increase from 27% in May 2024 to 35% in May 2028.	Updated targets	27	29	31	33	35

^{*} Blue 2024 Actuals indicates outcomes were adjusted based on linking study

		n Overview	dent Evaluatio	Superinten
Summative Targ Result	Evaluation Result	2025 Actual	2025 Target	Goal or GPM
	No Data Yet	TBD	44	Goal 1
Insert Me	No Data Yet	TBD	49	GPM 1.1
or Not Met	No Data Yet	TBD	42	GPM 1.2
	No Data Yet	TBD	45	GPM 1.3
	No Data Yet	TBD	41	Goal 2
Insert Me	No Data Yet	TBD	46	GPM 2.1
or Not Met	No Data Yet	TBD	40	GPM 2.2
	No Data Yet	TBD	40	GPM 2.3
	No Data Yet	TBD	15	Goal 3
	No Data Yet	TBD	17	GPM 3.1
Insert Me	No Data Yet	TBD	36	GPM 3.2
Met	No Data Yet	TBD	35	GPM 3.3
- mot	No Data Yet	TBD	53	GPM 3.4
	No Data Yet	TBD	43	GPM 3.5
	No Data Yet	TBD	66	Goal 4
Insert Me	No Data Yet	TBD	50	GPM 4.1
Met	No Data Yet	TBD	49	GPM 4.2
	No Data Yet	TBD	29	GPM 4.3

aluation Point N	Exceeded Level		Contract of the last of the la	THE RESERVE THE PERSON NAMED IN COLUMN	Total Control
Met Target (10 points)	(13 points)	II (15 points)	Calculation Notes	Calculation Rationale	Total Poin
44	44% <x<=45%< td=""><td>45%<x< td=""><td>Met Target = 10 points, Exceeded Level I - 13 points, Exceeded Level = 15 points</td><td>Point calculation methodology mirrors previous year Reach the "Exceeded Level I" threshold if district achieves at 1 percentage point increase from target Reach the "Exceeded Level II" threshold if district achieves at >1 percentage point increase from target</td><td></td></x<></td></x<=45%<>	45% <x< td=""><td>Met Target = 10 points, Exceeded Level I - 13 points, Exceeded Level = 15 points</td><td>Point calculation methodology mirrors previous year Reach the "Exceeded Level I" threshold if district achieves at 1 percentage point increase from target Reach the "Exceeded Level II" threshold if district achieves at >1 percentage point increase from target</td><td></td></x<>	Met Target = 10 points, Exceeded Level I - 13 points, Exceeded Level = 15 points	Point calculation methodology mirrors previous year Reach the "Exceeded Level I" threshold if district achieves at 1 percentage point increase from target Reach the "Exceeded Level II" threshold if district achieves at >1 percentage point increase from target	
49	49% <x<=50%< td=""><td>50%<x< td=""><td></td><td></td><td></td></x<></td></x<=50%<>	50% <x< td=""><td></td><td></td><td></td></x<>			
42	42% <x<=43%< td=""><td>43%<x< td=""><td>If Goal is met, no additional points awarded for GPMs. If goal is not met, apply points as directed for GPMs. 2 GPMs Met Target = 10 points</td><td>Mirrors point methodology outlined in goal</td><td rowspan="2">TBD</td></x<></td></x<=43%<>	43% <x< td=""><td>If Goal is met, no additional points awarded for GPMs. If goal is not met, apply points as directed for GPMs. 2 GPMs Met Target = 10 points</td><td>Mirrors point methodology outlined in goal</td><td rowspan="2">TBD</td></x<>	If Goal is met, no additional points awarded for GPMs. If goal is not met, apply points as directed for GPMs. 2 GPMs Met Target = 10 points	Mirrors point methodology outlined in goal	TBD
45	45% <x<=46%< td=""><td>46%<x< td=""><td>2 GPMs Exceeded Level I = 13 points 2 GPMs Exceeded Level II = 15 points</td><td></td></x<></td></x<=46%<>	46% <x< td=""><td>2 GPMs Exceeded Level I = 13 points 2 GPMs Exceeded Level II = 15 points</td><td></td></x<>	2 GPMs Exceeded Level I = 13 points 2 GPMs Exceeded Level II = 15 points		
41	41% <x<=42%< td=""><td>42%<x< td=""><td>Met Target = 10 points, Exceeded Level I - 13 points, Exceeded Level II = 15 points</td><td>Point calculation methodology mirrors previous year Reach the "Exceeded Level I" threshold if district achieves at 1 percentage point increase from target Reach the "Exceeded Level II" threshold if district achieves at >1 percentage point increase from target</td><td></td></x<></td></x<=42%<>	42% <x< td=""><td>Met Target = 10 points, Exceeded Level I - 13 points, Exceeded Level II = 15 points</td><td>Point calculation methodology mirrors previous year Reach the "Exceeded Level I" threshold if district achieves at 1 percentage point increase from target Reach the "Exceeded Level II" threshold if district achieves at >1 percentage point increase from target</td><td></td></x<>	Met Target = 10 points, Exceeded Level I - 13 points, Exceeded Level II = 15 points	Point calculation methodology mirrors previous year Reach the "Exceeded Level I" threshold if district achieves at 1 percentage point increase from target Reach the "Exceeded Level II" threshold if district achieves at >1 percentage point increase from target	
46	46% <x<=47%< td=""><td>47%<x< td=""><td></td><td></td><td></td></x<></td></x<=47%<>	47% <x< td=""><td></td><td></td><td></td></x<>			
40	40% <x<=41%< td=""><td>41%<x< td=""><td>If Goal is met, no additional points awarded for GPMs. If goal is not met, apply points as directed for GPMs.</td><td>Mirrors point methodology outlined in goal</td><td rowspan="2">TBD</td></x<></td></x<=41%<>	41% <x< td=""><td>If Goal is met, no additional points awarded for GPMs. If goal is not met, apply points as directed for GPMs.</td><td>Mirrors point methodology outlined in goal</td><td rowspan="2">TBD</td></x<>	If Goal is met, no additional points awarded for GPMs. If goal is not met, apply points as directed for GPMs.	Mirrors point methodology outlined in goal	TBD
40	40% <x<=41%< td=""><td>41%<x< td=""><td> 2 GPMs Met Target = 10 points 2 GPMs Exceeded Level I = 13 points 2 GPMs Exceeded Level II = 15 points </td><td></td></x<></td></x<=41%<>	41% <x< td=""><td> 2 GPMs Met Target = 10 points 2 GPMs Exceeded Level I = 13 points 2 GPMs Exceeded Level II = 15 points </td><td></td></x<>	 2 GPMs Met Target = 10 points 2 GPMs Exceeded Level I = 13 points 2 GPMs Exceeded Level II = 15 points 		
15	15% <x<=16%< td=""><td>16%<x< td=""><td>Met Target = 10 points, Exceeded Level I - 13 points, Exceeded Level II = 15 points</td><td>Point calculation methodology mirrors previous year Reach the "Exceeded Level I" threshold if district achieves at 1_nercentage_point_increase_from_target_</td><td></td></x<></td></x<=16%<>	16% <x< td=""><td>Met Target = 10 points, Exceeded Level I - 13 points, Exceeded Level II = 15 points</td><td>Point calculation methodology mirrors previous year Reach the "Exceeded Level I" threshold if district achieves at 1_nercentage_point_increase_from_target_</td><td></td></x<>	Met Target = 10 points, Exceeded Level I - 13 points, Exceeded Level II = 15 points	Point calculation methodology mirrors previous year Reach the "Exceeded Level I" threshold if district achieves at 1_nercentage_point_increase_from_target_	
17	17% <x<=18%< td=""><td>18%<x< td=""><td></td><td></td><td rowspan="2">TBD</td></x<></td></x<=18%<>	18% <x< td=""><td></td><td></td><td rowspan="2">TBD</td></x<>			TBD
36	36% <x<=37%< td=""><td>37%<x< td=""><td>If Goal is met, no additional points awarded for GPMs. If goal is not met, apply points as directed for GPMs.</td><td></td></x<></td></x<=37%<>	37% <x< td=""><td>If Goal is met, no additional points awarded for GPMs. If goal is not met, apply points as directed for GPMs.</td><td></td></x<>	If Goal is met, no additional points awarded for GPMs. If goal is not met, apply points as directed for GPMs.		
35	35% <x<=36%< td=""><td>36%<x< td=""><td>2 GPMs Met Target = 10 points</td><td>Mirrors point methodology outlined in goal</td><td>180</td></x<></td></x<=36%<>	36% <x< td=""><td>2 GPMs Met Target = 10 points</td><td>Mirrors point methodology outlined in goal</td><td>180</td></x<>	2 GPMs Met Target = 10 points	Mirrors point methodology outlined in goal	180
53	53% <x<=54%< td=""><td>54%<x< td=""><td>2 GPMs Exceeded Level I = 13 points 2 GPMs Exceeded Level II = 15 points</td><td></td><td></td></x<></td></x<=54%<>	54% <x< td=""><td>2 GPMs Exceeded Level I = 13 points 2 GPMs Exceeded Level II = 15 points</td><td></td><td></td></x<>	2 GPMs Exceeded Level I = 13 points 2 GPMs Exceeded Level II = 15 points		
43	43% <x<=44%< td=""><td>44%<x< td=""><td></td><td></td><td></td></x<></td></x<=44%<>	44% <x< td=""><td></td><td></td><td></td></x<>			
66	66% <x<=67%< td=""><td>67%<x< td=""><td>Met Target = 10 points, Exceeded Level I - 13 points, Exceeded Level II = 15 points</td><td>Previous year evaluation did not include an "Exceeding Level I" or an "Exceeding Level II" threshold. Proposed thresholds were added for SY24-25 and methodology mirrors approach set in Goals 14-3.</td><td></td></x<></td></x<=67%<>	67% <x< td=""><td>Met Target = 10 points, Exceeded Level I - 13 points, Exceeded Level II = 15 points</td><td>Previous year evaluation did not include an "Exceeding Level I" or an "Exceeding Level II" threshold. Proposed thresholds were added for SY24-25 and methodology mirrors approach set in Goals 14-3.</td><td></td></x<>	Met Target = 10 points, Exceeded Level I - 13 points, Exceeded Level II = 15 points	Previous year evaluation did not include an "Exceeding Level I" or an "Exceeding Level II" threshold. Proposed thresholds were added for SY24-25 and methodology mirrors approach set in Goals 14-3.	
50	50% <x<=51%< td=""><td>51%<x< td=""><td>If Goal is met, no additional points awarded for GPMs.</td><td></td><td rowspan="3">TBD</td></x<></td></x<=51%<>	51% <x< td=""><td>If Goal is met, no additional points awarded for GPMs.</td><td></td><td rowspan="3">TBD</td></x<>	If Goal is met, no additional points awarded for GPMs.		TBD
49	49% <x<=50%< td=""><td>50%<x< td=""><td>If goal is not met, apply points as directed for GPMs. 2 GPMs met goal = 10 points</td><td>Mirrors point methodology outlined in goal</td></x<></td></x<=50%<>	50% <x< td=""><td>If goal is not met, apply points as directed for GPMs. 2 GPMs met goal = 10 points</td><td>Mirrors point methodology outlined in goal</td></x<>	If goal is not met, apply points as directed for GPMs. 2 GPMs met goal = 10 points	Mirrors point methodology outlined in goal	
29	29% <x<=30%< td=""><td>30%<x< td=""><td>2 GPMs Exceeded Level I = 13 points 2 GPMs Exceeded Level II = 15 points</td><td></td></x<></td></x<=30%<>	30% <x< td=""><td>2 GPMs Exceeded Level I = 13 points 2 GPMs Exceeded Level II = 15 points</td><td></td></x<>	2 GPMs Exceeded Level I = 13 points 2 GPMs Exceeded Level II = 15 points		

Appendix B: Executive Leadership and Vision Rubric

Demonstrates Vision					
Ineffective	Partially Effective	Effective	Highly Effective		
0	6	8	10		
The leader considers trends in the workplace, workforce, and in the society generally and assesses the impact of the trends on education. The leader does not take steps to operationalize the District's vision, and does not take into account the societal and workplace changes when planning. The District's Action Plan includes specific actions that will help students and staff be successful in the current workplace and world.	The leader considers trends in the workplace, workforce, and in the society generally and assesses the impact of the trends on education. The leader takes steps to operationalize the District's vision, but does so without a future orientation. The District's Action Plan includes specific actions that will help students and staff be successful in the immediate future or current workplace and world.	The leader studies and analyzes trends in the workplace, workforce, and in the society generally and assesses the impact of the trends on education. The leader takes steps to operationalize the District's vision, taking into account the societal and workplace changes. Based on an assessment of future changes, the District's Action Plan includes specific actions that will help students and staff be successful in a year 2035 workplace and world. [Examples for current day would include: requiring an information literacy and problem-solving course; creating an "Al in the workplace" course for students and teachers; or creating a new staffing model based on trends in the workforce.]	The leader studies and analyzes trends in the workplace, workforce, and in the society generally and assesses the impact of the trends on education. He works with his team and other leaders in and out of education to describe a probable future approximately 10 to 15 years from current day. The leader takes steps to operationalize the District's vision, taking into account the societal and workplace changes. The District's Action Plan includes specific actions that will help students and staff be successful in a year 2035 workplace and world. The leader persuades the organization to invest in some initiatives, the results or impact of which may not be known for several years. The leader adjusts the vision if necessary because of unforeseen events or significant changes to the once-likely future. [Examples for current day would include: requiring an information literacy and problem-solving course; creating an "Al in the workplace" course for students and teachers; or creating a new staffing model based on trends in the workforce.]		

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Ineffective Partially Effective Effective Highly Effective					
المساوات كالمساوات المساوات المساوات المساوات	Partially Effective	Effective	Highly Effective		
0	2	4	5		
The leader attempts to make decisions that are in the best interest of the District. His decisions, however, have a negative impact on the District or departments in the District. The leader does not consider the impact of his decisions on the rest of the organization. The leader pushes decisions to other leaders, thereby avoiding accountability or responsibility. The leader avoids making the tough decisions or makes decisions that are inconsistent with the District's philosophy or beliefs.	The leader attempts to make decisions that are in the best interest of the District. Some decisions, however, have a negative impact on the District or departments in the District. Sometimes, the leader does not consider the impact of his decisions on the rest of the organization. The leader understands the decision-making structure and knows which decisions are his to make and which decisions belong to others. The leader sometimes pushes decisions to other leaders, thereby avoiding accountability or responsibility. The leader sometimes avoids making the tough decisions or makes decisions that are inconsistent with the District's philosophy or beliefs.	The leader makes decisions that are in the best interest of the District and advance District goals. His decisions effectively solve problems or positively impact the work of the District. He understands how decisions impact both the District as a whole and the work of others in the organization. The leader understands the decision-making structure and knows which decisions are his to make and which decisions belong to others. The leader makes the decisions that are his to make and accepts responsibility for those decisions. Decisions are made in a timely manner. The leader is able to make the tough decisions to accomplish the District's mission. Decisions reinforce the District's philosophy and beliefs and demonstrate consistency of word and deed.	The leader makes decisions that are in the best interest of the District and advance District goals. His decisions effectively solve problems or positively impact the work of the District. The leader understands how decisions impact both the District as a whole and the work of others in the organization. The leader understands the decision-making structure and knows which decisions are his to make and which decisions belong to others. The leader makes the decisions that are his to make and accepts responsibility for those decisions. At the same time, he distributes decision-making authority or arrives at other decisions through consensus depending on the situation and leadership capacity of his team (D1 – D5 decision-making). Decisions are made in a timely manner. The leader is able to make the tough decisions to accomplish the District's mission. Decisions reinforce the District's philosophy and beliefs and demonstrate consistency of word and deed. The leader's decisions appropriately balances short term and long term benefits and costs.		

Maximizes	human	capital
Maxillizes	Hullian	Capital

L	,			
	Ineffective	Partially Effective	Effective	Highly Effective
	0	2	4	5
		The leader creates an environment in which workers are able to have some control over work events. However, the leader follows a strict hierarchy of decision-making and establishes very narrow operational parameters for staff. The leader over-relies on directives versus collaborative decision-making. He provides some opportunities for growth, but only to a smaller subset of staff members. He demonstrates personal conviction toward the success of students and employees of the organization. He celebrates successes of the District, but does not inspire people to do their best work.	4 The leader creates an	
			<u> </u>	

L - 65 - 4:	D c II Eu c		
Ineffective	Partially Effective	Effective	Highly Effective
0	2	4	5
The leader understands the	The leader understands the	The leader understands the	The leader understands the
operational expectations and	operational expectations and	operational expectations and	operational expectations and
goals of all the departments.	goals of all the departments.	goals of all the departments. The	goals of all the departments. The
However, the leader is unwilling	While The leader may appreciate	leader attempts to understand the	leader is a student of systems
to see an issue from the	the perspective of other leaders,	perspective of the other leaders	thinking. The leader takes active
perspective of another leader.	The leader does not work	within the organization. The	steps to grow his perspective with
The leader has to be told or	collaboratively to help the other	leader works well with other	regard to the work of the other
persuaded to work collaboratively	departments. The leader meets	leaders and collaborates to solve	departments and the District's
with other leaders and other	with other leaders but rarely	inter- departmental or system-	systems. The leader works well
departments and does not	authors inter-departmental or	wide problems. The leader builds	with other leaders and
volunteer inter- departmental or	system-wide solutions to	strong, professional relations with	collaborates to solve inter-
system-wide solutions to	problems. The leader builds	other leaders in the organization.	departmental or system-wide
problems. The leader does not	relations with other leaders in the	In team meetings, the leader is	problems. The leader established
try to build relations with other	organization. In team meetings,	persuasive, but dispassionately	and/or participates in processes
leaders in the organization. In	the leader is passionate about his	entertains others' interests and	to resolve issues that intersect
team meetings, the leader is	position, but rarely entertains	ideas, and is willing to change his	more than one department. The
passionate about his position, but	others' interests and ideas, and is	position if doing so will benefit the	leader builds strong, professional
rarely entertains others' interests	unwilling to change his position.	goals of the District. The leader	relations with other leaders in the
and ideas, and is unwilling to	The leader has positive relations	understands the political climate	organization. In team meetings,
change his position. The leader	with Board members. However,	and operates effectively in it. He	the leader is persuasive, but
has poor relations with Board	he is not politically savvy and	cultivates positive relations with	dispassionately entertains others'
members. He is not politically	does not consider the political	School Board members and	interests and ideas, and is willing
savvy and does not consider the	climate when taking action.	external stakeholders.	to change his position if doing so
political climate when taking			will benefit the goals of the
action.			District. The leader understands
	*		the political climate and operates
			effectively in it. He cultivates
			positive relations with and builds
			support for the District's mission
			among School Board members
			and external stakeholders.

one radio a positivo dominamo di atogy					
Ineffective	Partially Effective	Effective	Highly Effective		
0	· 2	4	5		
	The leader effectively communicates the District's vision and goals. Most significant changes are relayed to relevant constituencies in a timely and equitable manner. The leader makes improvements to external and internal communications. The leader is an effective communicator, articulating the	The leader effectively serves as the communicator-in-chief, clearly articulating the District's vision and goals. Most significant changes are relayed to relevant constituencies in a timely and equitable manner. The leader communicates transparently as a means of strengthening trust and engagement with the Houston community. He drives improvements for external and internal communications. The leader is a master communicator, articulating the District's support for teachers and students. The leader uses clear communication strategies to support teachers and school leaders when implementing change management. He strengthens outreach to parents,	The leader effectively serves as the communicator-in-chief, clearly articulating the District's vision and goals, as well as relaying significant changes to all constituencies in a timely and equitable manner. The leader communicates transparently as a means of strengthening trust and engagement with the Houston community. He drives systemic improvements for external and internal communications. The leader is a master communicator, articulating the District's support for teachers and students. The leader internalizes the import of clear communication strategies as a necessary support for teachers and school leaders when implementing change management. He strengthens outreach to parents,		
		strengthens outreach to parents, school partners, and community members.	strengthens outreach to parents, school partners, and community members. The leader inspires and requires all aspects of the district to		
			adopt a mindset toward transparent and professional communication practices to align the District towards student outcomes and support for all HISD students.		

Ineffective	Partially Effective	Effective	Highly Effective
0	2	4	5
The leader manages the budget in a way that supports the organization's goals and indicators of success. However, the budget does not closely reflect the District's priorities and major initiatives. The leader ensures effective policies and	The leader manages the budget in a way that supports the organization's goals and indicators of success. He builds a budget that closely reflects the District's priorities and major initiatives. The leader ensures effective policies and procedures are in place to protect the District from financial abuse, waste, or fraud. The leader maintains a fund balance over 90 days of operating revenue and that	The leader manages the budget in a way that supports the organization's goals and indicators of success. He builds a budget that closely reflects the District's priorities and major initiatives. He improves operational budget efficiency in procurement, transportation, operations/maintenance, IT, and human resources. The leader ensures effective policies and procedures are in place to protect the District from financial abuse, waste, or fraud. The leader maintains a fund balance over 90	The leader manages the budget in a way that maximizes the organization's goals and indicators of success. He builds a budget that closely reflects the District's priorities and major initiatives. The leader continually looks for and achieves efficiencies in a way that decreases expenditures but improves productivity and outcomes. He ensures operational budget efficiency in procurement, transportation, operations/maintenance, IT, and human resources. The leader ensures effective policies and
		days of operating revenue and that will maintain a AAA bond rating.	
			maintains a fund balance over 90 days of operating revenue and that will maintain a AAA bond rating.
			3.1.2.1.3.1.3.1.3.1.3.1.3.1.3.1.3.1.3.1.

THOMAS POSITIVE CUITAGE WITH POSPIG WEITHOOD						
Ineffective	Partially Effective	Effective	Highly Effective			
0	2	4	5			
	Partially Effective 2 The leader prioritizes the humanity of students, faculty, and staff, articulating the District's focus on the success of the people. Annually, the leader uses data to refine current culture and wellness strategy. The leader works with community organizations to support District students and families. The leader asserts his desire for feedback from the community. The leader ensures that all campuses receive clear guidance on how to either provide or refer wellness services to HISD students in need of supports.	The leader prioritizes the humanity of students, faculty, and staff, articulating the District's focus on the success of the people. Annually, the leader engages outside wellness and culture survey data as a needs assessment to refine current culture and wellness strategy. The leader works with community organizations to support District students and families. The leader creates multiple feedback ppportunities such that community constituents have multiple means by which to provide the District with feedback. The leader ensures that all campuses receive	The leader prioritizes the humanity of students, faculty, and staff, articulating the District's focus on the success of the people. Annually, the leader engages outside wellness and culture survey data as a needs assessment to refine current culture and wellness strategy. The leader expands collaboration with community organizations to support District students and families. The leader takes steps to increase the District's investment in or provision of resources dedicated to wellness and a positive culture. The leader creates multiple feedback opportunities such that community constituents have multiple means by			
			constituents have multiple means by which to provide the District with feedback. The leader ensures that all campuses receive clear guidance on how to either provide or refer wellness services to HISD students			
			in need of supports.			

Leadership Score

	Total Possible	Score
Demonstrates vision	10	
Makes effective decisions	5	
Maximizes human potential	5	
Works as part of a high-functioning team	5	
Constructs a positive communications strategy	5	
Creates and maintains an effective budget	5	
Prioritizes positive culture and people wellness	5	
Subto	otal 40	