

**FIRST AMENDMENT TO THE
SUPERINTENDENT'S EMPLOYMENT CONTRACT**

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THIS FIRST AMENDMENT TO THE SUPERINTENDENT'S EMPLOYMENT CONTRACT is made and entered into this 11th day of January, 2024, by and between the Board of Trustees (the "Board") of Dallas Independent School District (the "District") and Stephanie Suzanne Elizalde (the "Superintendent").

WHEREAS, the District and the Superintendent entered into that certain Contract dated June 9, 2022 ("Contract"); and

WHEREAS, the District and the Superintendent desire to amend Sections 1.1, 3.1, 3.12 and 6.4 of the Contract regarding Initial Term, Annual Base Salary, Salary Performance Incentive Plan and Savings Clause.

WITNESSETH:

NOW, THEREFORE, the District and the Superintendent, for and in consideration of the terms and conditions herein established and pursuant to Paragraph 11.201 of the Texas Education Code, and the determination that this amendment is necessary for the conduct of the public schools within the District, have agreed, and do hereby agree as follows:

1. Effective January 11, 2024, Section 1.1 is hereby amended by striking the date "July 1, 2022" and replacing it with "January 11, 2024" and striking the date "June 30, 2025" and replacing it with "June 30, 2028" .

1.1. INITIAL TERM.

The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District commencing on January 1, 2024, and ending on June 30, 2028. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

2. Effective January 11, 2024, Section 3.1 is hereby amended by striking the annual base salary rate of "Three Hundred and Thirty-Eight Thousand and No/100 Dollars (\$338,000.00)" and replacing it with "Three Hundred and Seventy-Five Thousand and No/100 Dollars (\$375,000.00)".

3.1 ANNUAL BASE SALARY.

The Superintendent shall be paid an annual base salary in the sum of Three Hundred Seventy-Five Thousand and No/100 Dollars (\$375,000.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with Board policy. The annual base salary shall be automatically increased each year according to the Superintendent's annual performance evaluation score as follows:

- (a) If the Superintendent's evaluation score is 0-69, the Superintendent's annual salary shall be automatically increased by 0%;
- (b) If the Superintendent's evaluation score is 70-79, the Superintendent's annual salary shall be automatically increased by 1%;
- (c) If the Superintendent's evaluation score is 80-89, the Superintendent's annual salary shall be automatically increased by 2%;
- (d) If the Superintendent's evaluation score is 90-99, the Superintendent's annual salary shall be automatically increased by 3%;

If the Superintendent's evaluation score is equal to or greater than 100, the Superintendent's annual salary shall be automatically increased by 4%.

3. Effective January 11, 2024, Section 3.12 is hereby amended by striking the school years "2024-2025" and replacing it with "2027-2028".

3.12. SALARY PERFORMANCE INCENTIVE PLAN

In collaboration with the Superintendent, the Board shall establish and adopt, no later than November 30th of each year during the term of this Contract or any extension thereof, up to seven priorities for which the Superintendent may qualify to receive a Salary Performance Incentive. The Board may adopt more than seven priorities for a year with the agreement of the Superintendent, in accordance with a written addendum to this Contract. These priorities shall be aligned with the student performance goals and annual improvement objectives adopted by the Board. These student performance goals may be different from the District Goals adopted in accordance with Section 4.1 of this Contract, as determined by the Board. The Board may include additional priorities in a year, based on the circumstances for that year as determined by the Board. The priorities shall be measurable with specific performance results. It is the intent of the parties that the performance results shall be "stretch" measures, and will be challenging but attainable outcomes for the District. For each specific performance result that the District meets or exceeds, the Superintendent shall receive a sum of Twenty Thousand and No/100 Dollars (\$20,000.00) (a "Salary Performance Incentive"). The number of priorities for a given year is not guaranteed and the Superintendent does not have an entitlement to a Salary Performance Incentive for a specific number of priorities in a given year. Rather, the Superintendent has an opportunity to qualify for a Salary Performance Incentive of \$20,000.00 times the number of priorities adopted by the Board for a year. The Salary Performance Incentive shall be calculated and paid no later than November 30th of the next calendar year. As an example, the priorities for the 2022-2023 school year for which the Superintendent may qualify and receive a Salary Performance Incentive shall be adopted by the Board no later than November 30, 2022, and the Salary Performance Incentive for the 2022-2023 school year shall be calculated and paid to the Superintendent no later than November 30, 2023. Even though the Salary Performance Incentive for the 2027-2028 school year may be calculated after the end of this Contract, the Superintendent may qualify for and receive the Salary Performance Incentive based on the Board's priorities and the District's accomplishments for the 2027-2028 school year.


4. Effective January 11, 2024, Section 6.4 is hereby amended in its entirety and substituting the following language:

6.4. SAVINGS CLAUSE.

In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent for the term stated herein have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

5. All other terms and conditions of the Superintendent's Contract shall remain in full force and effect.

**DALLAS INDEPENDENT
SCHOOL DISTRICT**

By: 
Justin Henry, President
Board of Trustees

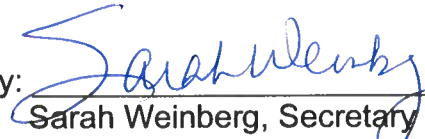
Date: 1/17/24

SUPERINTENDENT


Stephanie Suzanne Elizalde

Date: 1/17/2024

ATTEST:

By: 
Sarah Weinberg, Secretary
Board of Trustees

Date: JAN 17, 2024