

**FIFTH AMENDMENT
to
EMPLOYMENT CONTRACT
for
CENTER INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT OF SCHOOLS**

This Fifth Amendment to Employment Contract for Center Independent School District Superintendent of Schools (the "**Fifth Amendment**") is entered into as of the 1st day of August 2023, by and between the Board of Trustees (hereinafter called "**Board**") of the Center Independent School District (hereinafter called "**Center ISD**" or the "**District**") and Dr. H. Brian Morris (hereinafter called "**Superintendent**"). The provisions of this Fifth Amendment shall control in the event of a conflict with the Contract noted more particularly below. This Fifth Amendment shall only constitute an amendment to the Contract and does not constitute a waiver, discharge, termination or other modification thereof.

RECITALS

WHEREAS, the Board and Superintendent entered into an Employment Contract for Center Independent School District Superintendent of Schools dated June 1, 2020, for a term beginning on June 1, 2020 and ending on May 31, 2023 (the "Contract");

WHEREAS, the Board has unanimously voted to approve a contract extension ending May 31, 2026 (approved February 9, 2023);

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and as further expressed in the Contract, as well as other good and valuable consideration, including the Recitals which are incorporated herein by reference, the Board and Superintendent agree as follows: All capitalized terms used in this Third Amendment shall have the same meaning as in the Contract, except when such capitalized term is defined, amended or modified in this Third Amendment or the context of this Third Amendment requires otherwise.

- 1. Section IV. Salary & Benefits, Paragraph 4.1 Salary** is hereby amended and replaced fully with the following:

Salary. Center Independent School District shall provide the Superintendent with an annual salary at the rate of One Hundred Seventy-Nine Thousand Three Hundred Sixteen Dollars and zero cents (\$179,316) (approved August 1, 2023); per annum beginning June 1, 2023. The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies.

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2. **Section IV Salary, Paragraph 4.5 Expense Benefits** is hereby amended and replaced fully with the following:

Expense Benefits. The District shall pay the Superintendent a travel (mileage for in-District travel) and technology stipend in the amount of Twelve Thousand Dollars and zero cents (\$12,000.00) (approved May 12, 2022); per year.

WHEREAS, the Superintendent, as evidenced by his signature below, has consented to and approved of the amendments of the Contract.

IN WITNESS WHEREOF, the Board and the Superintendent have executed this Fifth Amendment as of the date appearing below.

CENTER INDEPENDENT SCHOOL DISTRICT



Matthew Mettaufer, Board President

SUPERINTENDENT



Dr. H. Brian Morris

8-7-23

Date Signed

8-7-23

Date Signed