

**YSLETA INDEPENDENT SCHOOL DISTRICT  
THIRD AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT CONTRACT**

STATE OF TEXAS           §  
  §  
COUNTY OF EL PASO     §

This Third Amendment to Superintendent's Employment Contract is made and entered into by and between the Board of Trustees (the "Board") of the Ysleta Independent School District (the "District") and Guadalupe Xavier De La Torre (the "Superintendent"), for the purpose of amending the Superintendent's Employment Contract, dated March 6, 2014, as previously amended by a First Amendment dated effective April 16, 2014, and a Second Amendment dated effective July 1, 2015 (the "Contract"), in accordance with the action taken by the Board at its regular meeting held on June 1, 2016.

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated in the Contract and herein, hereby agree to amend the Superintendent's Employment Contract as follows:

1.     Effective July 1, 2016, the term of the Superintendent's Employment Contract is extended to and including June 30, 2021. Section 1.1 of said Contract is amended accordingly, effective July 1, 2016.
2.     Section 4.2 of said Superintendent Contract is amended to read as follows:
  - 4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his full time and energy to the performance of his duties. Superintendent shall be expected to be on duty all weekdays not designated as school district holidays or closures, and such additional days as may be necessary for the faithful discharge of his duties, unless utilizing

leave available to him by law, Board policy, and/or this Contract. The Superintendent shall perform his duties with reasonable care, skill, and diligence. The Superintendent shall comply with all lawful Board directives, state and federal laws and rules, and lawful Board and District policies, rules, and regulations as they exist or may hereafter be amended.

3. Section 4.6 of said Contract is amended to read as follows:

4.6 **Lectures and Meetings:** The Superintendent may deliver lectures at local colleges and universities, and at state and national conventions, provided such duties do not interfere with the performance of his duties as Superintendent and do not cause the District to incur any extra expense. Prior to committing to speak at any out of town convention or lecture, the Superintendent shall advise the Board of such plans and secure Board approval for the engagement. The Superintendent shall report to the Board on a regular basis all participation and attendance by him in professional meetings at the local, state and national levels and shall, in addition, note any days taken as "personal leave." Such report may be made in the weekly report to the Board. The Superintendent shall at all times comply with Section 11.201(e) of the Texas Education Code.

4. Section 5.2 of said Contract is amended to read as follows:

5.2 **Benefits:** Except as provided herein, the District shall provide benefits to the Superintendent as provided by state law and Board policies for full-time District professional and administrative employees. The Board reserves

the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion. Additionally, effective July 1, 2016, the District shall pay the Superintendent the sum of One Thousand and No/100 Dollars (\$1,000) per month, to be used by the Superintendent to defray the cost of incidental employee benefits, which may include the Superintendent's share of retirement and healthcare expenses.

5. A new Section 5.7 is added to said Contract, as follows:

5.7 **Vacation:** Effective July 1, 2016, the Superintendent may take, at the Superintendent's discretion and subject to the Board, ten (10) days of vacation per fiscal year of this Contract or any extension thereof. All unused days for each fiscal year shall be paid annually on or before June 30 of each year, without deduction in a lump sum to the Superintendent or his survivors at the Superintendent's then current daily rate of pay with the daily rate being calculated on a 240-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.

6. Except as provided by this Third Amendment, all other terms and conditions of said Contract remain in full force and effect as written.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment in duplicate.

DATED as indicated hereinbelow, to be effective July 1, 2016.

BOARD OF TRUSTEES  
YSLETA INDEPENDENT SCHOOL DISTRICT

By:   
Shane Haggerty  
Board President

Date signed: 6-13-2016

  
G. Xavier De La Torre, Ed.D.  
Superintendent

Date signed: 6/13/16

ATTEST:

  
Ana Dueñez, Secretary  
Ysleta ISD Board of Trustees

Date signed: 6-13-16