

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

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This Fourth Amendment to Superintendents 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, a Second Amendment dated effective July 1, 2015, and a Third Amendment dated effective July 1, 2016 (the "Contract"), in accordance with the action taken by the Board at its regular meeting held on June 13, 2016.

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

1. **1.1 Term:** Effective July 1, 2017, the term of the Superintendent's Employment Contract is extended to and including June 30, 2022. Section 1.1 of said Contract is amended accordingly, effective July 1, 2017.

2. **5.1 Salary:** The annual salary amount in Paragraph 5.1 of the Original Contract (established in the Third Amendment to Superintendent's Employment Contract at \$303,099.00) shall be increased by an amount equal to the adjustment provided to teachers and all other certified administrators employed by the District. This amount is further adjusted as specified below, to account for additional changes to the terms of the Compensation and Benefits provided to the Superintendent pursuant to Paragraph 5 Compensation of the Original Contract and subsequent Amendments are revised as follows:
 - a. Section 5.4 In County Travel, Automobile Expense payable to the Superintendent in the amount of \$800.00 per month is deleted and no longer payable;

- b. Section 5.5 Mobile Telephone Allowance payable to the Superintendent in the amount of \$100.00 per month is deleted and no longer payable; and,
- c. To account for these revisions, the Base Salary payable to the Superintendent shall be set at \$313,899.00 annually. This salary shall be paid in equal installments during each school year consistent with School district policies and remain subject to terms and conditions as outlined in Section 5.1 Salary.

3. Section 5.4 of said Contract is amended to read as follows:

5.4 Annuity Benefit: As long as the Superintendent is employed by the District and this provision is in effect, the District shall establish for the Superintendent qualified annuities or other investment accounts that meet the requirements of Sections 401(a), 403(b), and 457 of the Internal Revenue Code of 1986, as amended (the "Code") (collectively, the "Annuities"). The Annuities shall be established as employer-paid with non-discretionary contributions made by the District and the Superintendent shall have no right to receive such contributions in cash. The Annuities shall be established under written plan documents ("Annuity Plans"), as approved by the Board, that meet the requirements of the Code, and such documents are hereby incorporated herein by reference. The Annuities shall be mutually acceptable to the Superintendent and to the Board. The funds invested in the Annuities shall be invested as determined solely by the Superintendent in accordance with the provisions of the Annuity Plans, and all the contributions hereunder shall be freely transferable by the Superintendent in the event the Superintendent is no longer employed by the District, subject to the requirements of the Annuity Plans and the Code. For calendar year 2018, the District shall contribute on or before December 31, 2018 amounts equal to the yearly maximum contribution (excluding catch-up contributions) which the District is allowed to contribute to each of the Annuities under Section 403(b) and Section 457 of the Code. For calendar years 2019, 2020, and 2021 the District shall contribute on or before December 31 of each year amounts equal to the yearly maximum contribution (excluding catch-up contributions) which the District is allowed to contribute to each of the Annuities under Section 403(b) and Section 457 of the Code and shall also contribute to an Annuity under Section 401(a) of the Code an amount equal to 10% of the Salary as described in Section 5.1 hereof. All such contributions shall be for and on behalf of the Superintendent without causing any portion of the contributions to be included in the Superintendent's taxable income for the year in which the contributions are made. The Superintendent shall vest in the Annuities immediately upon the date the District makes its contributions under the terms and conditions of this Section.

4. Section 5.5 is amended to read:

5.5 Texas Teachers Retirement System. The District shall supplement the Superintendent's annual salary by an amount equal to the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS") required for the Superintendent. This supplement shall include the TRS-Care parts of the TRS member contribution and Medicare. This additional salary supplement shall be paid to the Superintendent in equal regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS.

5. Section 5.7 of said Contract is amended to read as follows:

5.7 Vacation: Effective July 1, 2017, the Superintendent may take, at the Superintendent's discretion and subject to the Board approval, fifteen (15) 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 226-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. **Miscellaneous:** Subject to the rights provided to the Parties in Sections 5.1, 7 and 8 of the Original Contract, the School District and Superintendent agree that the financial considerations set forth in this Amendment will not be negotiated in the years 2018 through 2021, unless mutually agreed to by the Parties.

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

IN WITNESS THEREOF, the parties hereto have executed this Fourth Amendment in duplicate.

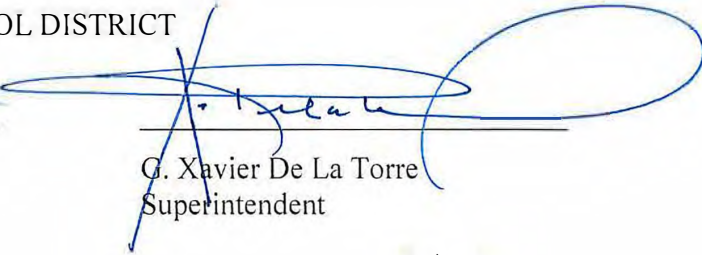
DATED as indicated herein below to be effective July 1, 2017.

BOARD OF TRUSTEES
YSLETA INDEPENDENT SCHOOL DISTRICT

By: 

Shane Haggerty
Board President

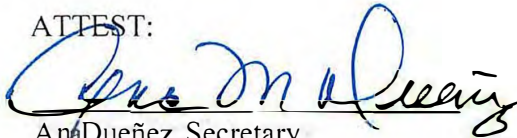
Date Signed: 4/11/17



G. Xavier De La Torre
Superintendent

Date Signed: 4/12/17

ATTEST:



Ana Dueñez, Secretary
Ysleta ISD Board of Trustees

Date Signed: 4-12-17