

YSLETA INDEPENDENT SCHOOL DISTRICT
SIXTH AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS

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COUNTY OF EL PASO

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This Sixth 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, a Second Amendment dated effective July 1, 2015, a Third Amendment dated effective July 1, 2016, a Fourth Amendment dated effective July 1, 2017, and a Fifth Amendment dated effective July 1, 2018 (the "Contract"), in accordance with the action taken by the Board at a board meeting held on January 23, 2019.

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. Term: The term of the Superintendent's Employment Contract is extended to and including June 30, 2024, and Section 1.1 of said Contract is amended accordingly.
2. 5.4 Annuity Benefit: Section 5.4 of the Contract is amended to apply on and after the effective date of this Sixth Amendment to any year in which the Superintendent is employed by the District, and 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 years 2019 and beyond, the District shall contribute amounts equal to the yearly maximum contribution (including allowable catch-up contributions) which the District is allowed to contribute to each of the Annuities under Sections 401(a), 403(b), and 457 of the Code or under the respective Annuity Plan, whichever is greater. 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. All such payments by the District for such annuities shall be paid by the district in monthly installments, but shall terminate without further obligation on the district's part effective upon any termination of the Superintendent's employment with the district. The Superintendent shall vest in the Annuities immediately upon the date the District makes its contributions under the terms and conditions of this Section.

3. Vacation: Section 5.7 shall be amended so as to provide that the Superintendent may take, at the Superintendent's discretion and subject to Board approval, twenty-four (24) days of vacation per fiscal year, with all other terms of Section 5.7 remaining unchanged.

4. Section 5.8 will be added to the Superintendent's Employment Contract to read as follows:

5.8 Purchase of Withdrawn Retirement Service Credit: As additional compensation to the Superintendent earned during the Superintendent's actual employment as provided herein, the District will pay for or purchase on behalf of the Superintendent three (3) years of withdrawn service credit under the Texas Retirement System ("TRS") that were withdrawn on or about January 7, 2013, at the cost specified by TRS for installment payments, payable monthly for twenty-four (24) months (the "Monthly Service Credit Payment"). Thereafter, the District shall continue paying the same amount as the Monthly Service Credit Payment toward purchase of retirement service credit under another state's retirement system, should the Superintendent so elect at his discretion, or if not so elected, the same Monthly Service Credit Payment amount shall be added to and paid as salary under Section 5.1. In addition to such Monthly Service Credit Payment amount paid for the purposes stated herein, the District shall pay directly to the Superintendent through monthly payroll an amount necessary to offset the Superintendent's federal income tax liability created by the Monthly Service Credit Payment. Notwithstanding the foregoing, all district obligations under this Section 5.8 shall cease upon the effective date of any termination of Superintendent's employment with the district.

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

DATED as indicated herein below to be effective July 1, 2019.

Board of Trustees
Ysleta Independent School District

By: Connie Woodruff
Connie Woodruff
Board President
Date signed: 1-23-19

By: G. Xavier De La Torre
G. Xavier De La Torre
Superintendent
Date Signed: 1/23/19

ATTEST: Mike Rosales
Mike Rosales, Board Secretary