

SIXTH AMENDMENT
TO EMPLOYMENT CONTRACT OF SUPERINTENDENT

This document is the Sixth Amendment to the Employment Contract of Superintendent Jose Angel Espinoza, Ed.D., originally executed and effective as of September 4, 2012 (“Original Contract”). The provisions of this Amendment shall modify the Original Contract and the First through Fifth Amendments to the Original Contract with the provisions of this Amendment to be effective as of the 4th day of March, 2019. By signing this Amendment, the School Board of Socorro Independent School District in El Paso, Texas (“Board”) and Dr. Jose Angel Espinoza, the Superintendent (“Superintendent”), agree to the below-noted changes to the Original Contract and subsequent amendments.

1. **Salary**: The Superintendent shall be paid a base annual salary of \$369,115.34 commencing as of March 4, 2019, subject to any increases and adjustments as the School District and Superintendent may agree. This salary shall be paid in equal installments during each school year consistent with School District policies.
2. **Annuity Benefit**: Section 5(M) and Section 5(O) shall be consolidated into Section 5(M) and amended and replaced with the following:

The School 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. The School District and Superintendent agree that, for contributions made in calendar year 2020 and beyond, the maximum contribution made by the School District shall not exceed the prior year contribution (with the exclusion of the included allowable catch-up contributions) by more than ten percent (10%). 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 Days: Section 5(N) of the Superintendent's Contract shall be replaced with the following:

The Superintendent is hereby granted thirty (30) vacation days per fiscal year during which this contract is in effect, commencing the year 2019. Any unused days for each fiscal year shall be paid annually on or before June 30th of each year, such unused days will be paid 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. Prior to taking vacation days, the Superintendent will advise the Board President. Vacation days should be used by the Superintendent at a time or times that will least interfere with the performance of the Superintendent's duties set forth in this Contract. The Superintendent shall observe the same legal holidays as those observed by other administrative employees who are employed on twelve-month contracts.

4. Sick Leave Days: Section 5(O) as written in the Second Amendment has been consolidated into Section 5(M). A new Section 5(O) as written herein shall be added to the Original Contract. New Section 5(O):

The Superintendent is hereby granted twenty (20) local sick leave days per fiscal year during which this contract is in effect, commencing the year 2019. Any unused days shall accrue from one year to the next, but unused accrued sick leave days shall not be paid at separation.

5. Research, Writing, and Consulting Activities: A new Section 5(P) shall be added to the Original Contract. Section 5(P):

In order to promote and support the District, the Superintendent currently serves as a data-driven leader. The Board confirms that the Superintendent is permitted to continue conducting research and may also undertake writing, consulting, and speaking engagements provided that these activities do not interfere with the performance of his duties as Superintendent, conflict in any way with the business of the District, or violate state law, including, without limitation, Section 11.201(e) of the Texas Education Code. The Superintendent may not receive any financial benefit for Research, Writing, Consulting, or other personal services performed by the Superintendent for any business

entity that conducts or solicits business with the District. Any financial benefit received by the Superintendent for performing Research, Writing, Consulting, or other personal services for any other entity must be approved by the Board on a case-by-case basis in an open meeting. Further, if the Superintendent chooses to receive a fee or other financial benefit for Research, Writing, or Consulting activity, he must use vacation days and must travel at no expense to the District.

6. Entire Agreement: Except as expressly modified in this Sixth Amendment, all terms and conditions of the Original Contract and the First through Fifth Amendments remain in full force and effect. This Sixth Amendment, together with the Original Contract and prior Amendments, constitute the entire agreement between the School District and the Superintendent regarding the Superintendent's employment and supersede all prior and contemporaneous agreements or understanding, whether written or oral.

SIGNED in El Paso County, Texas on the date shown below.

Date: 3/7/19

SCHOOL DISTRICT:

SOCORRO INDEPENDENT SCHOOL DISTRICT

BY: Cynthia Najera
CYNTHIA A. NAJERA
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

T. Ayub
ANTONIO "TONY" AYUB
SECRETARY, BOARD OF TRUSTEES

SUPERINTENDENT:

Jose Espinoza
JOSE ANGEL ESPINOZA, Ed.D.