

SECOND AMENDMENT TO CONTRACT OF EMPLOYMENT - SUPERINTENDENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF FORT BEND §

WHEREAS, the Katy Independent School District’s Board of Trustees (“Board”) met on January 22, 2018;

WHEREAS, at the meeting on January 22, 2018, the District, pursuant to the Contract of Employment – Superintendent dated July 1, 2016 (“Contract”), offered Dr. Lance Hindt (“Superintendent”) an amendment to his Contract;

WHEREAS, the Superintendent accepted the amendment to the Contract;

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201, Chapter 21 of the Texas Education Code, and Section 8.2 of the Contract, have agreed, and do hereby agree, that said contract shall be amended effective July 1, 2018, as follows:

I.

Section 1.1 of the Contract of Employment – Superintendent executed on July 1, 2016 is amended as follows:

1.1 Employment. The Board, by and on behalf of the District, agrees to employ the Superintendent, and the Superintendent accepts employment as Superintendent of Schools for the District, for a term commencing on July 1, 2018, and ending on June 30, 2023. During the term of this Agreement and any extension thereof, the Contract Year shall be from July 1st through the following June 30th.

Section 4.3 of the Contract of Employment – Superintendent executed on July 1, 2016 is amended as follows:

4.3 Vacations, Holidays, Sick Leave. The Superintendent is entitled to the same number of days of state and local leave each year and shall observe the same legal holidays as authorized by Board policies for administrative employees on twelve-month contracts. On July 1st of each year during the term of this Agreement or any extension thereof, the Superintendent shall receive fifteen (15) days of vacation. The Superintendent may take leave for vacation in a single period or at different times, provided, however, that he must take any leave for vacation at such time or times as will least interfere with the performance of his duties as set forth in this Agreement and as otherwise required by Board policies. On June 30th of each year during the term of this Agreement or any extension thereof, the Superintendent may choose to surrender up to **ten (10)** days of accrued but unused vacation and receive a lump sum cash payment for such days for the ending Contract Year at his then current daily rate pay under Section 3.1 of this Agreement. The Superintendent may accrue state, local and vacation leave from year to year. If this Agreement or any extension thereof is terminated by the Superintendents retirement under Section 7.2 of this Agreement, the Superintendent shall receive a lump sum cash payment for all accrued but unused accumulated state, local and vacation leave at his then current daily rate pay under Section 3.1 of this Agreement.

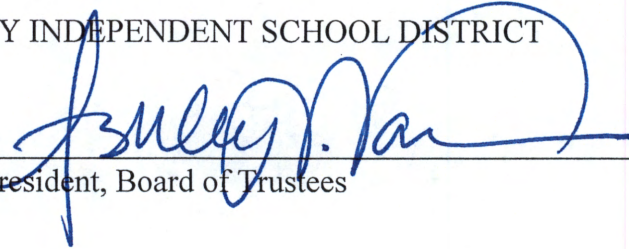
4.7 Annuity. On behalf of the District, the Board shall establish for the Superintendent a qualified tax-sheltered annuity under Section 403(b) of the Internal Revenue Code of 1986, as amended (the "Code") (the "403(b) Annuity"). The investments and plan provisions of the 403(b) Annuity shall include any investments and plan provisions as are allowable by law, including investments available under Section 403(b)(7) of the Code, and are mutually acceptable to the Superintendent and the Board. During the term of this Contract, the District shall make a contribution to the 403(b) Annuity in the amount of \$1,500.00 per month, without causing any portion of such contribution to be included in the Superintendent's taxable income for the year in which the contribution is made. The District's contribution shall be made in equal periodic payments at the same time as payment of the Superintendent's base salary. The District's contributions to the 403(b) shall be treated in every manner, including tax and all other withholdings, as employee deferrals made by the Superintendent and not as employer contributions. The District's contributions to the 403(b) Annuity shall be immediately vested. Such contributions shall be treated as salary and benefits for purposes of calculating the contribution to the Teacher Retirement System of Texas by and on behalf of the Superintendent.

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This Amendment is effective July 1, 2018, upon final execution of the signatures listed below.

EXECUTED this 1 day of Feb. 2018.

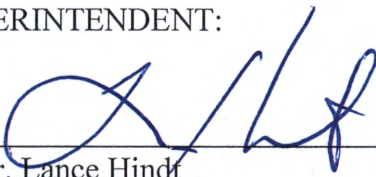
KATY INDEPENDENT SCHOOL DISTRICT

By: 

President, Board of Trustees

ATTEST:
By: 

Secretary, Board of Trustees

SUPERINTENDENT:
By: 

Dr. Lance Hindt