

THIRD AMENDMENT TO CONTRACT OF EMPLOYMENT - SUPERINTENDENT

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

The Superintendent's contract ("Contract") originally entered into by and between The Board of Trustees of The Katy Independent School District ("Board") and Dr. Lance Hindt ("Superintendent") on July 1, 2016, as amended through February 1, 2018, is hereby amended further pursuant to mutual agreement of the parties and the Board action taken on May 10, 2018, as follows:

A. Section 1.1 of the Contract, and any amendment thereto, is hereby amended to read as follows:

1.1 Term of Employment. The term of this Contract shall end on January 1, 2019, to effectuate the Superintendent's separation from the District on that date.

B. Section 2.3 of the Contract is hereby amended to read as follows:

2.3 Indemnification and Related Matters. To the extent it may be permitted to do so by applicable law, including but not limited to Texas Civil Practice & Remedies Code Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorneys' fees incurred in any legal proceedings currently pending or subsequent hereto brought against the Superintendent in his individual capacity or his official capacity as an employee and the Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses or attorneys' fees, arose or does arise in the future from an act or omission of the Superintendent and as an employee of the District, acting within the course and scope of the Superintendent's employment with the District; excluding, however, any such demand, claims, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Superintendent committed official misconduct, or criminal conduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith, or with conscious indifference or reckless disregard, nor does it apply to criminal investigations or proceedings, nor to any investigations or proceedings in which the District and the Superintendent are adverse to each other; and excluding any costs, fees, expenses or damages that

would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The selection of the Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and the District if such legal counsel is not also the District's legal counsel. A legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent this Section 2.3 exceeds the authority and limitation imposed by Teas Civil Practice & Remedies Code Chapter 102, it shall be construed and modified accordingly.

During the remainder of his employment and thereafter, the Superintendent agrees to provide assistance to and cooperate with the District, its Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suit, action or legal proceeding brought against the District, its Trustees, or agents, at no additional expense to the District other than reimbursement to the Superintendent for his documented reasonable and necessary out-of-pocket expenses (including reasonable and necessary travel expenses). Requests for assistance from the Superintendent with respect to such matters shall be made through the President of the Board of Trustees, any successor Superintendent, or legal counsel for the District, and the amount to be reimbursed to Superintendent, to the extent practicable, shall be mutually understood and agreed upon in advance.

Further, in consideration of the Superintendent's service to the District and on account of the damage to his reputation and interference with his employment caused by defamatory statements made or published by a third party or parties outside the control of the District during the term of his employment with the District, the District agrees to retain special outside counsel to pursue legal action on the Superintendent's behalf against such third party or parties for the defamation of the Superintendent, and to pay the fees and expenses incurred as a result of such representation and action; provided, however, that the Superintendent shall contribute to the payment of such fees and expenses by reimbursing the District for 50% of the amount so paid, up to a maximum reimbursement of \$25,000,00, and the District shall be solely responsible for the payment of any fees and expenses above such amount. The Superintendent assigns his right to recovery under the legal action to the District and the District shall be entitled to the full amount of recovery from such action.

Both the District's obligations and the Superintendent's obligations under this Section 2.3 shall continue after the termination of this Contract.

C. Section 4.3 of the Contract, and any amendment thereto, is hereby amended to read 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 Contract, 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 Contract and as otherwise required by Board policies. On June 30th of each year during the term of this Contract, 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 at his then current daily rate of pay under Section 3.1 of this Contract. The Superintendent may accrue state, local and vacation leave from year to year. Upon the ending date of this Contract, as set forth in Section 1.1 hereof, 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 of pay under Section 3.1 of this Contract.

D. Section 7.3 of the Contract is hereby amended to read as follows:

7.3 Upon Written Notice. The Board may terminate this Contract by giving the Superintendent at least 30 days' written notice, and by these presents does give the Superintendent such notice with his termination to be effective upon the ending date of this Contract, as set forth in Section 1.1 hereof. As such notice of termination is other than for good cause as provided in section 7.4, the District will, consistent with the original provision of the Contract, pay the Superintendent, as of January 1, 2019, an amount equal to two years of his base salary rate then in effect (the "Separation Payment"); provided, however, as a condition of receiving the Separation Payment, the Superintendent must execute a General Release in a form timely provided by the District and must continue with his obligations to the District under Section 2.3 hereof. The Superintendent further agrees to participate in the vetting, selection, training, transmission of critical information to, and onboarding of a new chief executive as directed by the Board.

All other terms and conditions of said contract shall remain in full force and effect.

[Rest of the Page Left Intentionally Blank]

EXECUTED this 10 day of May 2018.

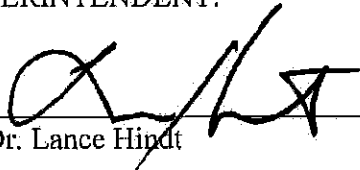
KATY INDEPENDENT SCHOOL DISTRICT

By:  _____
President, Board of Trustees

ATTEST:

By:  _____
Secretary, Board of Trustees

SUPERINTENDENT:

By:  _____
Dr. Lance Hindt