

**FIRST AMENDMENT TO
SUPERINTENDENT'S CONTRACT OF EMPLOYMENT**

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF GALVESTON §

WHEREAS, the Board of Trustees ("Board") of the Texas City Independent School District, met on May 25, 2021;

WHEREAS, at the meeting on May 25, 2021, the District, pursuant to her Superintendent's Contract of Employment ("Contract"), offered an amendment to her Contract;

WHEREAS, Dr. Duarte accepted the amendment to the Contract;

NOW, THEREFORE, pursuant to the authority of § 11.201 of the Texas Education Code, the general laws of the state of Texas and Section 7.2 of the Contract, the Board and Dr. Duarte agree as follows:

I.

Subsection 1.1 of the Superintendent's Contract of Employment executed on July 14, 2020, is amended and revised as follows:

- 1.1 **Term.** The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of Schools for the District accepts employment as Superintendent of Schools for the District from today through and ending on June 30, 2025. In all years of this Contract, the contract year shall be from July 1st through June 30th. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

Subsection 3.2 of the Superintendent's Contract of Employment executed on July 14, 2020, is amended and revised as follows:

3.2 **Salary Adjustments.** At any time during the term of this Contract, the Board may, at its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Subsection 3.1 of this Contract except by mutual written agreement of the Board and the Superintendent. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract, and such adjustment shall be exclusive of any insurance policy or other benefits unless specifically provided in the addendum or new contract. In addition, effective July 1st of each remaining contract year in this Contract, the Board agrees to pay the Superintendent at least a minimum of the standard annual percentage increase in salary provided to administrators within the school district in addition to her current salary.

Subsection 3.4 of the Superintendent's Contract of Employment executed on July 14, 2020, is added as follows:

3.4 **Longevity Pay.** In order to encourage continuity of leadership in the District, the District elects to provide additional compensation to the Superintendent for reaching certain longevity goals. This longevity payment shall be made as follows:

If the Superintendent continues to be employed by the District as of July 1st of each respective contract year listed below for contract years 2021-2024 and/or June 30, 2025 as outlined below, and if the Superintendent receives a satisfactory rating (proficient or meet expectations or the equivalent) on her annual performance review under the goals and objectives established by the Board for the year being reviewed, then the Board, via the administration, shall pay the amounts below into a District account on behalf of the Superintendent as follows and as provided by this paragraph:

<u>Year</u>	<u>Payment Date</u>	<u>Amount</u>	<u>Cumulative \$</u>	<u>Vesting%</u>	<u>Vested \$</u>
2021	July 1, 2021	\$10,000.00	\$10,000.00	0%	\$0.00
2022	July 1, 2022	\$15,000.00	\$25,000.00	0%	\$0.00
2023	July 1, 2023	\$20,000.00	\$45,000.00	60%	\$27,000.00
2024	July 1, 2024	\$25,000.00	\$70,000.00	80%	\$56,000.00
2025	June 30, 2025	\$30,000.00	\$100,000.00	100%	\$100,000.00

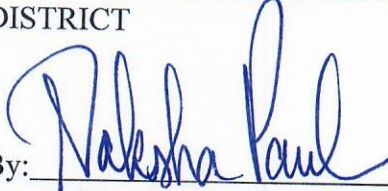
The Board's payments plus future earnings, if any, are vested and made available/paid directly to the Superintendent pursuant to the vesting schedule and


percentages outlined above upon separation from employment or upon June 30, 2025, if the Superintendent continues to be employed by Texas City ISD on June 30, 2025. Upon the Superintendent's separation of employment, all funds not vested pursuant to this paragraph remain/revert back to the District.

All payments made and vested to the Superintendent shall be reported as creditable compensation to TRS.

EXECUTED this ____ day of May, 2021 and effective May 25, 2021.

BOARD OF TRUSTEES
TEXAS CITY INDEPENDENT SCHOOL
DISTRICT

By: 
Ms. Nakisha Paul
President, Board of Trustees

By: 
Dr. Melissa Duarte
Superintendent of Schools