

SPRING BRANCH INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT'S EMPLOYMENT CONTRACT
AMENDMENT NO. 3

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

The Superintendent's Employment Contract ("Contract") was entered into by and between the Board of Trustees ("Board ") of the Spring Branch Independent School District ("District"), located in Harris County, Texas, and Dr. Jennifer Blaine (the "Superintendent "), on June 27, 2019. On October 19, 2020, the Superintendent and the Board executed Amendment No. 1 to the Contract, which amended Sections 1.1 and 3.1 of the Contract. On November 9, 2021, the Superintendent and the Board executed Amendment No. 2, which amended Section 1.1 and Section 3.1, as they were stated in Amendment No. 1, and Section 3.2 of the Contract. This Amendment No. 3 amends and replaces the language of Section 1.1 as currently reflected in the language of Amendment No. 2 as follows. This Amendment No. 3 also amends and replaces the language of Section 3.14 as currently reflected in the language of the Contract, and adds Section 3.14.1.

1. Section 1.1 of the Contract is amended to read:

"1.1 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. At the time of the execution of this Amendment No. 3, the term of the Superintendent's Contract ends on June 30, 2024. Beginning on July 1, 2022, the term of the Superintendent's Contract ends on June 30, 2027. The Contract Year shall be July 1 through June 30. 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. However, there is no requirement or duty for the Board to extend this Contract."

2. Section 3.14 of the Contract is amended to read as follows:

"3.14 Supplemental Retirement Contributions. As of January 1, 2022, Section 3.14 of the Contract executed by the Parties on June 27, 2020 ("Original Section 3.14"), is replaced by this current Section 3.14 for all purposes. The Superintendent is fully vested in all amounts contributed pursuant to Original Section 3.14 on or before December 31, 2021. Provided that the Superintendent remains in continuous employment with the District and satisfies all other conditions in the Contract, beginning in 2022, the District shall contribute on or before December 31 of each year during which this Contract is in effect, to a Supplemental Retirement Tax Deferred Plan or plans (the "Plan") established for the benefit of the Superintendent under Section 403(b), Section 401(a), and/or Section 457(b) of the Internal Revenue Code ("Code") the following amounts (which shall each be subject to the separate vesting schedules described below):

- A. \$30,000 on or before December 31, 2022;
- B. \$31,000 on or before December 31, 2023;
- C. \$32,000 on or before December 31, 2024;
- D. \$33,000 on or before December 31, 2025; and
- E. \$34,000 on or before December 31, 2026.

Each of the contributions made by the District to the Plan following December 31, 2021 (and earnings thereon) pursuant to this Section 3.14, shall be subject to separate 20% graded vesting schedules that will be vested 20% as of the date of contribution to the Plan and an additional 20% as of each December 31 of the year following thereafter (except to the extent not in accordance with applicable law). For example, the \$30,000 contribution to the Plan to be made on or before December 31, 2022 shall be initially 20% vested as of the date of contribution, 20% additionally vested on December 31, 2023, 20% additionally vested on December 31, 2024, 20% additionally vested on December 31, 2025, and fully vested on December 31, 2026. As a further example, the \$31,000 contribution to the Plan to be made on or before December 31, 2023 has a separate vesting schedule and shall be initially 20% vested as of the date of contribution, 20% additionally vested on December 31, 2024, 20% additionally vested on December 31, 2025, 20% additionally vested on December 31, 2026, and fully vested on December 31, 2027. If the Superintendent terminates continuous employment with the District for any reason, she shall forfeit all portions of the contributions made by the District (and earnings thereon) that have not vested as of the date of such termination of employment.

Unless already established, the District shall have the sole discretion as to whether to establish a 403(b), 401(a), and/or 457(b) plan to be used in order to provide these employer-paid non-discretionary contributions by the District, and the Superintendent shall have no right to receive such contributions in cash. Unless already established, the 403(b) plan, 401(a) plan, and/or 457(b) plan shall each be established under a written plan document that meets the requirements of the Code, and such documents are hereby incorporated herein by reference. The funds for the 403(b) plan, 401(a) plan, and 457(b) plan shall each be invested in such investment vehicles as are allowable under the Code for the applicable type of plan. The Superintendent shall have sole discretion as to where the contributions to the Plan are invested, to the extent such investments comply with applicable State and federal laws. The Superintendent shall not be entitled to receive in cash any portion of the aforementioned funds that exceed the contribution limit or limits established by law.

Except as otherwise determined by the District, in its sole discretion, contributions made by the District to the Plan shall first be made to a 403(b) plan. If the contribution to the 403(b) plan exceeds the contribution limit established by law for such plan, then the remaining contribution by the District shall be made to a 401(a) plan. If the contribution

to the 401(a) plan then exceeds the contribution limit established by law for such plan, then the remaining contribution by the District shall be made to a 457(b) plan.”

3. Section 3.14.1 is added to the Contract to read as follows:

“3.14.1 If the Superintendent dies during the term of this Contract, 100% of amounts paid as supplemental retirement contributions under Section 3.14 as of the date of death will vest in the Superintendent’s beneficiaries and/ or heirs in accordance with each of the applicable Plan documents.”

4. This Amendment No. 3 supersedes and replaces Amendment No. 2 with regard to Section 1.1 of the Contract, supersedes and replaces Section 3.14 of the Contract, adds Section 3.14.1, and is incorporated into and becomes a part of the existing Contract entered into by and between the parties.
5. Other than the changes to Sections 1.1 and 3.14, and the addition of Section 3.14.1 as provided in this Amendment No. 3, Amendment No. 1, Amendment No. 2, and all other provisions of the existing Contract are unchanged and continue to be in full force and effect.

Approved by the Board of Trustees on March 7th, 2022, and executed this 11th day of March, 2022.



Chris Gonzalez, President Board of Trustees,
Spring Branch Independent School District

Date: March 11, 2022


ATTEST:



Karen Peck, Secretary
Board of Trustees,
Spring Branch Independent School District

Date: March 10, 2022

EXECUTED this 11th day of March 2022.



Dr. Jennifer Blaine

Date: March 11, 2022