

**SECOND ADDENDUM TO SUPERINTENDENT'S CONTRACT
BETWEEN CLINT INDEPENDENT SCHOOL DISTRICT
AND JUAN I. MARTINEZ**

The Board of Trustees (the "Board") of Clint Independent School District ("CISD") and Juan I. Martinez (the "Superintendent") agree to amend the Superintendent's Contract.

CISD and Superintendent entered into an Agreement between CISD and Superintendent dated effective August 1, 2013, (the "Agreement") with an initial term of August 1, 2013 through July 31, 2016;

CISD and Superintendent entered into an Addendum to the Agreement on August 28, 2014, which extended the Superintendent's term of employment from August 1, 2014 through July 31, 2019.

CISD and Superintendent entered into an Addendum to the Agreement on August 27, 2015, which extended the Superintendent's term of employment from August 1, 2015 through July 31, 2020.

CISD and Superintendent now desire to amend the terms of the Agreement as set forth below:

1. Paragraph 1.1 of the Contract Titled "Term" is hereby amended by deleting "July 31, 2019 and inserting in lieu thereof: "July 31, 2020."
2. Paragraph 5.1 of the Contract Titled "Salary" of the Agreement is hereby amended by deleting "\$183,715.15" and inserting the following in lieu thereof: "\$186,470.88."
3. Paragraph 5.13 is added to the Contract as follows:

5.13. Teacher Retirement of Texas Supplement. The Superintendent will participate in the Texas Retirement System ("TRS") according to applicable laws and regulations governing such participation. The District shall supplement the Superintendent's annual salary by an amount equal to a part of the Superintendent's monthly contribution to the TRS. This supplement shall include the retirement part of the TRS member contribution to the TRS retirement system. This additional salary supplement shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation: by C.I.S.D. for purposes of TRS, to the extent permitted by TRS. For the contract year August 1, 2015 to July 31, 2016 and for the subsequent contract years under

this agreement, the salary supplement shall equal one-hundred percent (100%) of the Superintendent's member contribution to TRS.

5. Paragraph 5.3, paragraph two (2) of the Contract is hereby amended by deleting the following clause at the end of the paragraph:

If, at the end of any school year, the Superintendent has accrued unused personal leave, he may request payment for such accrued benefits based upon a ratio of the then current annual salary rate (at the daily rate of the Superintendent's base salary) divided by 226 days, and the District shall make payment as salary, to a maximum of five (5) days. After three (3) full years of service to the District, the Board shall make payment for any accrued unused personal leave of up to fifteen (15) days.

The following clause shall replace the above-referenced clause at the end of Paragraph 5.3 of the Contract:

If, at the end of any school year, the Superintendent has accrued unused personal leave, he may request payment for such accrued benefits based upon a ratio of the then current annual salary rate (at the daily rate of the Superintendent's base salary) divided by 226 days, and the District shall make payment as salary, to a maximum of five (5) days. After three (3) full years of service to the District, the Board shall make payment for any accrued unused personal leave of up to fifteen (15) days, which shall be based upon the Superintendent's current daily rate at the time of when the request for payment is made by the Superintendent regardless of when the days were earned.

6. Except as provided in this Amendment, all terms used in this Agreement that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
7. This Amendment embodies the entire agreement between CISD and Superintendent with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
8. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm any carry forward the Agreement, as hereby amended, in full force and effect.

9. THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, CISD and Superintendent have executed and delivered this Amendment effective of the Effective Date.

CLINT I.S.D.

By: James R. Pendell
Name: James Pendell
Title: CISD Board President
Date: 9-9-15

SUPERINTENDENT

By: Juan I. Martinez
Name: Juan I. Martinez
Title: Superintendent of Schools
Date: 9/9/2015