

**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 to extend the current Term of 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 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, 2016" and inserting the following in lieu thereof: "July 31, 2019."
2. Paragraph 5.1 of the Contract Titled "Salary" is hereby amended by deleting "\$181,000.00" and inserting the following in lieu thereof: "\$183,715.15."
3. Paragraph 5.7 of the Contract Title "Interest Bearing Account" is hereby amended by deleting the following clause:

C.I.S.D. will deposit into an interest bearing account a sum of \$6,000.00 per year completed commencing in 2013, which said monies will represent the Superintendent's interest bearing account over a period of three (3) years of employment with the District. Should the Superintendent complete service as Superintendent of C.I.S.D. until the end of the 2015-2016 school year, then at the conclusion of the 2015-2016 school year, the Superintendent becomes the primary beneficiary of said interest bearing account.

The following will be inserted as Paragraph 5.7 of the Contract:


457 Deferred Compensation Plan. C.I.S.D. will deposit into a 457 Deferred Compensation Plan a sum of \$6,000.00 per year commencing in 2013, and each year thereafter through the conclusion of the Superintendent's employment with the District, which said monies will represent Superintendent's 457 Deferred Compensation Plan. The Superintendent shall be deemed "vested" in

the 457 Compensation Plan upon completing three (3) years of employment, which shall measure backward from the Superintendent's commencement of employment with the District on August 1, 2013.


3. 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.
4. This Amendment embodies the entire agreement between C.I.S.D. 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.
5. 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.
6. 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 ISD**

By:   
Name: James R. Pendell  
Title: CLINT ISD Board President  
Date: 8-28-14

**SUPERINTENDENT**

By:   
Name: Juan I. Martinez  
Title: Superintendent of Schools  
Date: 8-28-14