

**FIRST ADDENDUM TO THE RESTATED
SUPERINTENDENT EMPLOYMENT CONTRACT**

The CLINT INDEPENDENT SCHOOL DISTRICT (the “District”) and DR. JUAN I. MARTINEZ, (the “Superintendent”) hereby enter into this Addendum to the Superintendent’s Employment Contract (“Superintendent’s Contract”) entered on July 1, 2013, and as subsequently restated on March 26, 2021, as follows:

1. Paragraph 1.1 of the Superintendent’s Contract shall be amended, and the following shall replace Paragraph 1.1:
 - 1.1 The Board, by and on behalf of the District, does hereby employ the Superintendent, does hereby employ Superintendent with an initial term of August 1, 2013 and ending on July 31, 2016. Further by Board action, this employment contract has been extended for an additional three (3) years beginning August 1, 2014 and ending July 31, 2019, for an additional one (1) year beginning August 1, 2015 and ending July 31, 2020, for an additional one (1) year beginning August 1, 2016 and ending June 30, 2021, for an additional one (1) year beginning August 1, 2016 and ending July 31, 2022, for an additional two (2) years beginning August 1, 2016 and ending July 30, 2024, for an additional one (1) year beginning August 1, 2016 and ending July 31, 2025 and for an additional one (1) year beginning on August 1, 2021 and ending July 31, 2026, for an additional one (1) year beginning August 1, 2022 and ending July 31, 2027.
2. Paragraph 5.3 of the Superintendent’s Contract shall be amended, and the following shall replace Paragraph 5.3:
 - 5.3 Vacation and Personal Leave. The Superintendent may take, at the Superintendent's choice, subject to notice to the Board, ten (10) days of vacation per year, which may be used in a single period or at different times. The Superintendent may, at his option, during each calendar school year, elect to be paid for all unused vacation days. Payment shall be made as salary, without deduction, and in a lump sum to the Superintendent at the Superintendent's then current daily rate of pay, with the daily rate being calculated on a 226-day work year. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Contract. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts, and in the absence of such policies, the Superintendent shall observe the same legal holidays as authorized and set forth by the Board annually in connection with the Board's adoption of the District's annual calendar. The Superintendent is hereby granted the same personal leave benefits as authorized by Board Policy DEC (legal) and (local), and/or such other Board policy or policies as may be adopted by the Board from time to time.

The Superintendent shall not take more than three (3) consecutive personal leave days during the school year unless the Superintendent obtains, with reasonable advance notice, the Board

President's written approval. The Superintendent shall inform Board President of his designee. 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 twenty (20) days for the 2020-2021 school year, twenty-five (25) days for the 2021-2022 school year, and thirty (30) days for the remainder of the Contract term.

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 the District 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 Agreement shall be construed and governed by the laws of the State of Texas.

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

**CLINT INDEPENDENT
SCHOOL DISTRICT**

By: Arleen Parada
Arleen Parada
Board President

Date: 10.28.2022

SUPERINTENDENT OF SCHOOLS

By: Dr. Juan I. Martinez
Dr. Juan I. Martinez
Superintendent of Schools

Date: 10.28.2022

ATTEST:

By: James L. Randall
Board Secretary

Date: 10.28.2022