SECOND 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. On August 25, 2022, the Board of Trustees approved a 3% salary increase for teachers for the 2022-2023 school year. Pursuant to Section 5.12 of the Superintendent's Contract, the Superintendent's then base salary of \$250,000.00, was adjusted by 3% to \$257,500.00. On June 28, 2023, the Board of Trustees approved a 4% salary increase for teachers for the 2023-2024 school year. Pursuant to Section 5.12 of the Superintendent's Contract, Paragraph 5.1 of the Superintendent's Contract shall be amended to reflect such adjustment, and the following shall replace Paragraph 5.1:
- Salary. In determining the Superintendent's daily rate, the Superintendent's compensation shall be based on a 226-day administrator contract. The District shall pay the Superintendent an annual salary in the sum of TWO HUNDRED SIXTY-SEVEN THOUSAND EIGHT HUNDRED DOLLARS (\$267,800.00) per each twelve (12) month period, and all compensation shall be payable in installments of one-twelfth (1/12) of the total annual salary on the last work day of each month for the Superintendent's services rendered during the preceding month or in accordance with the schedule of salary payments in effect for other certified employees, at the option of the Superintendent.
- 2. Except as provided in this Amendment, all terms used in this Agreement that are not otherwise defined shall have their respective meanings ascribed to such terms in the Agreement.
- 3. 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.
- 4. 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.
- 5. This Agreement shall be construed and governed by the laws of the State of Texas.
- 6. This Agreement shall become effective upon the mutual execution and delivery of this agreement by all parties hereto ("Effective Date").

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

CLINT INDEPENDENT
SCHOOL DISTRICT

James R. Pendell
Board President

Date: 7.25.2023

SUPERINTENDENT OF SCHOOLS

Dr. Juan I. Martinez
Superintendent of Schools

Date: <u>7.25.2023</u>

ATTEST:

Date: <u>7.25.2023</u>