

ADDENDUM

MATHIS INDEPENDENT SCHOOL DISTRICT (the "District"), and DR. MARIA RODRIGUEZ-CASAS, (the "Superintendent") hereby enter into this Addendum to the Superintendent's Employment Contract ("Superintendent's Contract") entered on May 20, 2008, as follows:

Paragraph 1.1 of the Superintendent's Contract shall be amended and the following shall replace Paragraph 1.1:

Term. 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 for a term of two (2) years beginning July 1, 2009, and continuing through June 30, 2011, as a twelve (12)-month-per-year employee.

Paragraph 1.2 of the Superintendent's Contract shall be amended and the following shall replace Paragraph 1.2:

Contract Extension. Beginning in the 2008-2009 school year, the Board may consider extension of this contract each year during the contract term. Failure to reissue the Contract for an extended term shall not constitute non-renewal under Board policy.

Paragraph 5.2 of the Superintendent's Contract shall be amended and the following shall replace Paragraph 5.2:

Salary Adjustments. At any time during the term of this Contract, the Board may in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth pursuant to Subsection 5.1 of this Contract except by mutual Agreement of the parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new contract.

Upon receiving a satisfactory evaluation, as determined by the Board, the Superintendent shall be entitled to receive a cost of living increase in salary equal to the same percentage increase in compensation, if any, as all other categories of administrative personnel receive across the board in MISD. If classroom teachers do not receive a salary increase, the Superintendent shall not be entitled to a cost of living increase, regardless of the Superintendent's performance evaluation.

Paragraph 5.3 of the Superintendent's Contract shall be amended and the following shall replace Paragraph 5.3:

Vacation and Personal Leave. In determining the Superintendent's daily rate, Superintendent's compensation shall be based on a 236-day administrator contract that includes, beginning with the 2008-2009 school year, ten (10) days of paid, non-cumulative, vacation days per year. Vacation days taken by the Superintendent shall not

unduly interfere with Superintendent's duties and responsibilities, and Superintendent shall make suitable arrangements to reasonably ensure the administrative management of the School District during the Superintendent's absence. Superintendent shall also notify the President of the Board or, in the President's absence, the Vice-President of Board, of Superintendent's intention to take vacation days.

While the Board encourages Superintendent to take the vacation days authorized hereunder, beginning with the 2008-2009 school year, Superintendent may, at her option in each MISD school calendar year, elect to sell back to MISD up to ten (10) of Superintendent's earned vacation days, at Superintendent's established daily rate, which amount shall be paid to Superintendent in addition to Superintendent's established salary for such paid vacation days sold back and not otherwise used by Superintendent.

Paragraph 5.4 of the Superintendent's Contract shall be amended and the following shall replace Paragraph 5.4:

Insurance. MISD shall pay all premiums to enroll and maintain the Superintendent, spouse and children, in the MISD health insurance plan at the highest option available.

The Superintendent's Contract shall be amended with a new Paragraph 5.14 as follows:

Investment Account. On or before July 1 of each year of this contract, beginning July 1, 2009, MISD shall pay into an investment account of the District's choosing the sum of Five Thousand and No/100 Dollars (\$5,000.00), to be held in the District's name for the contingent interest of the Superintendent, subject to the Superintendent's completion of the term of her employment with the District on June 30, 2011. Said amounts, including principal and interest, shall, at all times, belong to MISD until fully vested in the Superintendent and shall not be paid to the Superintendent until said amounts have become vested in her, which shall occur upon the Superintendent's completion of the initial term of this contract at the close of business on June 30, 2011. Upon said amounts having become fully vested in the Superintendent, and not earlier than July 1, 2011, MISD shall issue a check to the Superintendent for the full amount of the investment account, including principal and interest. An extension of this contract shall not include any further payments by MISD into an investment account for the Superintendent unless the extension specifically provides otherwise.

The Superintendent acknowledges and agrees that she will not hold the District liable or attribute responsibility to the District for the performance of such investment account, whether or not it returns a profit or loss. The parties agree that the District shall not be restricted to any certain class of investments to which a trustee is or may be bound under law to make. Furthermore, the Superintendent acknowledges and agrees that the District will not be responsible for any taxes, service charges and/or other assessments that arise as a result of or in conjunction with the investment account and that said taxes, service charges and assessments shall be charged back against the investment account. Still

further, the Superintendent agrees to hold MISD, its officers, employees and agents, harmless from all tax implications for and assessments against Superintendent that may arise as a result of or in conjunction with the investment account if and when it becomes vested in the Superintendent.

MATHIS INDEPENDENT SCHOOL DISTRICT

By: Scott Mengers
Scott Mengers, President
Board of School Trustees

Date: 8-31-09

By: Maria Rodriguez-Casas
Maria Rodriguez-Casas, Ph.D.
Superintendent of Schools

Date: 08-31-09