

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 three (3) years beginning July 1, 2011, and continuing through June 30, 2014, as a twelve (12)-month-per-year employee.

Paragraph 5.1 of the Superintendent's Contract shall be amended and the following shall replace Paragraph 5.1:

Salary. Effective February 10, 2011, the District shall pay the Superintendent an annual salary in the sum of One Hundred Twenty Three Thousand and Three Hundred and Seventy Two Dollars & 00/100, (\$123,372.00) for a 226-day administrator contract, 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.

Paragraph 5.14 of the Superintendent's Contract shall be further amended and the following shall replace Paragraph 5.14:

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.

On or before July 1 of each year of this contract, beginning July 1, 2011, 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 performing her duties as Superintendent until June 30, 2012. 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 her duties on June 30, 2012. Upon said amounts having become fully vested in the Superintendent, and not earlier than July 1, 2012, MISD shall issue a check to the Superintendent for the full amount of the investment account, including principal and interest. Thereafter, MISD shall continue to contribute Five Thousand and No/100 Dollars (\$5,000.00), in an investment account, which said account shall vest after the Superintendent's completion of a full work year beginning July 1 and ending June 30 of each school/work year.

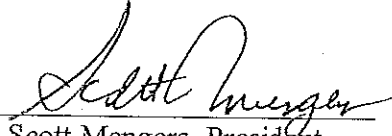
The Superintendent acknowledges and agrees that she will not hold the District liable or attribute responsibility to the District for the performance of such investment account, whether or not it returns a profit or loss. The parties agree that the District shall not be restricted to any certain class 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.

Paragraph 7.2 shall be added to the Superintendent's Contract and shall be as follows:

Consultation Activities. The Superintendent may undertake writing, teaching, and speaking engagements, and may serve as a consultant to other school districts and educational entities and receive a reimbursement of expenses and/or be paid an honorarium to such consultant services at no expense to the District provided that these activities do not interfere with the performance of her duties as Superintendent and with Board approval for those activities for which the Superintendent receives compensation from a third party.

ATTEST:

By:

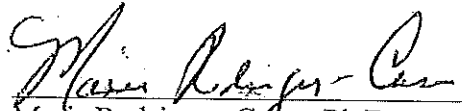


Scott Mengers, President
Board of School Trustees

Date:

5-12-11

MATHIS INDEPENDENT
SCHOOL DISTRICT



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

Date:

05-12-2011