

## SECOND CONTRACT ADDENDUM

MATHIS INDEPENDENT SCHOOL DISTRICT (the "District"), and BENNY PRAJEDES OLIBAS HERNANDEZ, (the "Superintendent") hereby enter into this Addendum to the Superintendent's Employment Contract ("Superintendent's Contract") entered on August 20, 2015, 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, 2020, and continuing through June 30, 2022, as a twelve (12)-month-per-year employee. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law. Failure to reissue the Contract for an extended term shall not constitute non-renewal under Board policy.

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

5.1. **Salary.** In determining the Superintendent's daily rate, the Superintendent's compensation shall be based on a 215-day administrator contract. Effective April 1, 2018, the District shall pay the Superintendent an annual salary in the sum of One Hundred Twenty-Eight Thousand Seven Hundred Sixty-Nine Thirty-Six Cents (\$128,769.36) 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. Further, the Board of Trustees at its January 2018 meeting agreed to additionally pay as part of the Superintendent's salary a onetime payment of Six Thousand Three Hundred Eighteen dollars (\$6,318.12) for additional duties undertaken by the Superintendent for the period beginning July 1, 2017 to March 30, 2018. 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 Superintendent's performance evaluation. Subject to and without waiving any Constitutional and/or other challenges by the Superintendent, the Superintendent acknowledges that the District may have certain rights pursuant to Education Code Sections 21.4021 and/or 21.4032.

- (a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code section 21.4032, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.

Once the exigent financial conditions of the District making a widespread salary reduction no longer exist, the Superintendent's annual salary shall return to the sum set forth in Section 5.1 of this Contract.

- (b) **Furlough.** If the Board implements a furlough under Texas Education Code section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

Paragraph 5.5 of the Superintendent's Contract shall be amended and the following shall replace Paragraph 5.5:

**5.5 District Benefits.** MISD shall pay all premiums to enroll and maintain the Superintendent in the same MISD health insurance plan, including medical, dental, and vision, plans offered by MISD to all District employees. The Superintendent shall be entitled to other benefits applicable to full-time administrative employees, as are incidental to their employment relationship with the District, including leaves, retirement program, and other applicable administrative employee benefits. However the District, in order to comply with Federal law, the "Affordable Care Act," will only pay the same health insurance premium as for other administrative employees. Accordingly, the District shall increase the Superintendent's salary under 5.1 of the Contract to reflect the dollars amount of the total premiums paid by the Superintendent to enroll and maintain the Superintendent's health insurance plan. The amount cited herein includes payments for health, dental, and vision care. These additional increases to the Superintendent's salary also includes the employee's (Superintendent's) portion for medical reimbursement that is paid out of pocket by the employee (Superintendent). Except for those benefits that are specifically and exclusively granted to the Superintendent in this Contract, the Board reserves the right to amend and/or rescind any of the policies and/or resolutions at any time during the term of this Contract or reduce or increase District benefits, at the Board's sole discretion.

Paragraph 5.12 of the Superintendent's Contract shall be amended and the following shall replace Paragraph 5.12

**5.12. Insurance-Life and Disability.** The District shall increase the Superintendent's salary under 5.1 of the Contract to reflect the dollars amount of the total premiums paid by the Superintendent to enroll and maintain the Superintendent's life and disability insurance. The amount paid by the District for the premiums shall be considered additional salary to that set forth in Paragraph 5.1 herein.

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MATHIS INDEPENDENT SCHOOL DISTRICT  
ATTEST:

By: Angie Trejo  
Angie Trejo  
President, Board of Trustees

Date: 03.26-18

Benny Prajedes  
Benny Prajedes Olibas Hernandez  
Superintendent of Schools

Date: 03/26/18