

SIXTH AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT CONTRACT

This Sixth Amendment to Superintendent's Employment Contract is made effective as of September 26, 2022, by and between the BOARD OF TRUSTEES ("Board") of the McALLEN INDEPENDENT SCHOOL DISTRICT ("District") and Jose A. Gonzalez, Ed. D. of Hidalgo County, Texas ("Superintendent").

W I T N E S S E T H:

WHEREAS, the District employed Superintendent by that certain contract between the District and the Superintendent dated August 4, 2016 (the "Employment Contract");

WHEREAS, the District by that certain First Amendment to Superintendent's Contract dated September 26, 2017, extended the term of the Employment Contract and increased the annual salary of the Superintendent;

WHEREAS, the District by that certain Second Amendment to Superintendent's Employment Contract dated October 22, 2018, extended the term of the Employment Contract, provided for increases in the Superintendent's compensation equal to increases in compensation of Education Code Chapter 21 full term employees of District, provided for payment of One Thousand and no one hundredths Dollars (\$1,000.00) to defray automobile expenses, provided for a PDA/ cellular telephone allowance of Three Hundred and no one hundredths Dollars (\$300.00) and provided the District shall make the total member contributions on behalf of the Superintendent to the Texas Retirement System ("TRS");

WHEREAS, the District by that certain Third Amendment to Superintendent's Employment Contract dated August 26, 2019, extended the term of the Employment Contract, provided for increase in the Superintendent's compensation as well as salary deferral amounts;

WHEREAS, the District by that certain Amended and Restated Third Amendment to Superintendent's Employment Contract dated December 2020 at the request of the Teachers Retirement System clarified numbered paragraph 3.1 and 3.13 for the Superintendent to receive "creditable service";

WHEREAS, the District by that certain Fourth Amendment to Superintendent's Employment Contract dated September 28, 2020 amended the first sentence of numbered paragraph 1.1 of the Employment Contract to extend the term of the Employment Contract for nine (9) years commencing August 5, 2016 and ending on August 4, 2025; and

WHEREAS, the District by that certain Fifth Amendment to Superintendent's Employment Contract dated June 7, 2021 increased the Superintendent's salary, deleted a provision providing for an increase in the Superintendent's compensation equal to increases in compensation for Texas Education Code Chapter 21 employees and provided paid vacation days to the Superintendent.

WHEREAS, the District now desires to add a Sixth Amendment to the Superintendent's Employment Contract, which will provide three (3) additional paid vacation days to the Superintendent.

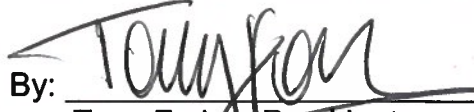
NOW, THEREFORE, in accordance with numbered paragraph 8.2 of the Employment Contract and in consideration of the addition of vacation days, as well as other good and valuable consideration, the receipt of which is hereby acknowledged by District and Superintendent, District and Superintendent agree as follows:

1. The following sentences shall be inserted following the last sentence of numbered paragraph 3.3 of the Employment Contract, as amended:

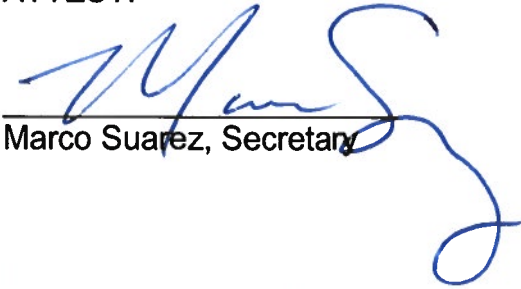
In addition to the vacation days authorized by policies adopted by the Board for administrators on twelve-month contracts, the Superintendent shall have a total of twenty (20) paid vacation days (to be increased from 17 days as per the Fifth Amendment to 20 days as stated herein), to each calendar year during the term of the Employment Contract, the days to be taken in a single period or at different times. Such paid vacation days shall be paid at the Superintendent's daily rate and shall be paid to the Superintendent on August 1 of each year occurring after the effective date of this Sixth Amendment to Superintendent's Contract during the term of the Employment Contract.

EXECUTED, this 26th day of September, 2022 effective as of the day and date first written above.

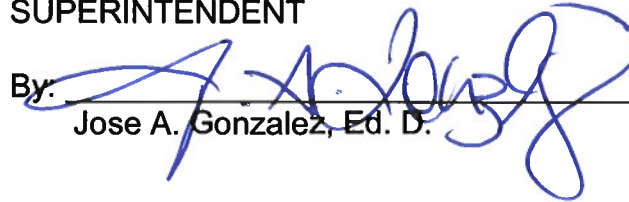
McALLEN INDEPENDENT SCHOOL DISTRICT

By: 
Tony Forina, President
Board of Trustees

ATTEST:


Marco Suarez, Secretary

SUPERINTENDENT

By: 
Jose A. Gonzalez, Ed. D.