

**FOURTH AMENDMENT TO SUPERINTENDENT'S
EMPLOYMENT CONTRACT**

This Fourth Amendment to Employment Contract is made effective as of September 24th, 2012, by and between the **BOARD OF TRUSTEES** ("Board") of the **McALLEN INDEPENDENT SCHOOL DISTRICT** ("District") and James Joseph Ponce, Ed.D. of Hidalgo County, Texas ("Superintendent").

WITNESSETH:

WHEREAS, the District employed Superintendent by vote of the Board of Trustees of District at a meeting of the Board of Trustees of District held on April 28, 2009, and executed that certain Contract between the District and the Superintendent on May 5, 2009 (the "Employment Contract");

WHEREAS, the Board of Trustees of District, effective January 24th, 2011, extended the term of the Employment Contract by three years;

WHEREAS, the Board of Trustees of District, effective December 19, 2011, amended the Employment Contract to provide the Superintendent with the same insurance benefits available to all employees of District to comply with the substantive nondiscrimination requirements of the Internal Revenue Code;

WHEREAS, the Board of Trustees of District effective March 5, 2012, extended the term of the Employment Contract; and

WHEREAS, the Board of Trustees of District desire to increase the compensation of the Superintendent and to increase the auto allowance of the Superintendent;

NOW, THEREFORE, for and in consideration of the increase in compensation and auto allowance of the Superintendent in the Employment Contract as specified

herein, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Board of Trustees of District and Superintendent, the Board of Trustees of District and Superintendent agree as follows:

1. The first sentence of numbered paragraph 3.4 of the Employment Contract is deleted in its entirety and the following is substituted in lieu thereof:

The District shall provide the Superintendent with an annual salary in the sum of Two Hundred and Thirty Thousand Dollars and no cents (\$230,000.00).

2. The first sentence of numbered paragraph 3.9 of the Employment Contract is deleted in its entirety and the following is substituted in lieu thereof:

The District shall pay the Superintendent Seven Hundred Dollars and no cents (\$700.00) per month to defray the expenses of an automobile for travel in the Region 1 Education Service Area

3. This Fourth Amendment to Superintendent's Employment Contract shall be effective September 24, 2012.

4. Except for the amendment of the Employment Contract made in numbered paragraphs 1 and 2 of this Fourth Amendment to Employment Contract, all provisions of the Employment Contract shall continue in full force and effect.

EXECUTED, this the 24th day of September, 2012.

McALLEN INDEPENDENT SCHOOL DISTRICT

Hilda Garza-DeShazo

Hilda Garza-DeShazo, President
Board of Trustees
Date: 09/24/2012

ATTEST:

Debbie Crane Allseda
Debbie Crane Allseda, Secretary,
Board of Trustees

By: James Joseph Ponce
James Joseph Ponce, Ed.D.
Date: 9-25-12