

ADDENDUM TO AGREEMENT

THIS ADDENDUM having been duly authorized by the Board of Trustees (the "Board") of the Rockwall Independent School District (the "District") is made and entered between the Board and Billy Gene Burton (the "Superintendent") and hereby amends the Agreement by and between the District and the Superintendent dated July 1, 2008, (the "Agreement") as set forth below.

1. Paragraph 1.1 of the Agreement is amended by deleting the existing paragraph in its entirety and replacing it with the following:

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 commencing on July 1, 2008 and ending on June 30, 2012. 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.

2. Paragraph 2.1 of the Agreement is amended by adding the following to the existing paragraph:

It shall be the additional duties of the Superintendent to: a) locate, evaluate, and hire a Deputy Superintendent for the District; b) train the new Deputy Superintendent; c) increase the local, regional and national reputation and exposure of the District, promoting the District and engaging in such initiatives as the Board may determine in connection with the furtherance of such objectives, including the necessity to spend up to 20 days per year serving as the liaison for the District to groups and organizations designated by the Board, including all necessary travel, to raise the District's profile and enhance the District's reputation. The Superintendent agrees to commence such additional duties no later than December 1, 2008, and continuing such additional duties during the remainder of the term of this Contract.

3. Paragraph 3.1 of the Agreement is amended by deleting the existing paragraph in its entirety and replacing it with the following:

3.1 Compensation.

(a) Salary. Commencing on December 1, 2008, the District shall provide the Superintendent with an annual salary in the sum of Three Hundred Twenty-Five Thousand Dollars (\$325,000.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policies.

(b) Bonuses. In addition to the annual salary set forth in this Contract, the District, at the Board's sole discretion, may also, but is not required to, pay the Superintendent discretionary annual performance and/or retention bonuses. The amount of such discretionary annual bonuses, if any, shall be determined at the Board's sole discretion and shall be based upon such factors as the Board may deem appropriate. If awarded, the discretionary annual bonuses for performance and/or retention shall be paid to the Superintendent on or before

June 30th of the year in which such bonuses are awarded.

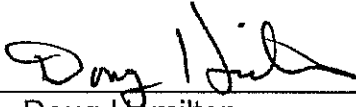
4. Paragraph 3.4 of the Agreement is amended by deleting the existing paragraph in its entirety and replacing it with the following:

3.4 Automobile Benefits. The District shall provide the Superintendent with a monthly allowance of \$667.00 for the lease or purchase of an automobile beginning January 1, 2009, and continuing one year, through December 31, 2009.

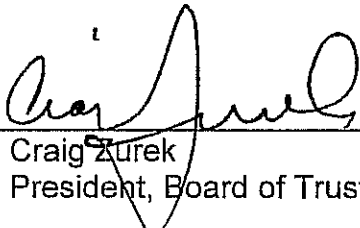
All other terms and conditions of the Agreement shall remain binding on the District and the Superintendent.

ROCKWALL INDEPENDENT SCHOOL DISTRICT

ATTEST:


By: 

Doug Hamilton
Secretary, Board of Trustees

By: 

Craig Zurek
President, Board of Trustees

SUPERINTENDENT:



Billy Gene Burton
Superintendent of Schools