

ADDENDUM NO. 3

EANES INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT EMPLOYMENT AGREEMENT

This Addendum No. 3 is hereby made this the 13th day of January, 2009, effective January 1, 2009, and is made a part of that certain Superintendent's Employment Agreement between the Eanes Independent School District (the "District") and Nola Wellman, Ph.D. (the "Superintendent") dated May 6, 2007 and effective January 1, 2007, and amended by Addendum No. 1 dated May 14, 2007, and effective January 1, 2007 (ceased to be effective on December 31, 2007) and Addendum No. 2 dated June 16, 2008, and effective January 1, 2008 (the "Agreement").

WITNESSETH:

I.

In consideration of the mutual covenants herein and the continued employment of the Superintendent by the District, the District does hereby make the following modifications to the Agreement:

A. The following is substituted for Paragraph 2 of the Agreement:

"2. Term. The term (the "Term") of this Agreement shall begin on January 1, 2009 (the "Effective Date") and shall end December 31, 2013 (the "Termination Date"). This Agreement may be renewed for one or more additional one year terms (each, a "Renewal Term") by mutual agreement of the parties in accordance with the Texas Education Code, Chapter 21, Subchapter E, and the policies of the District's Board of Trustees (the "Board")."


- B. Paragraph 7.a. of the Agreement is hereby modified to change the Annual Base Salary to Two Hundred Twenty-Five Thousand Four Hundred Twenty-Eight and 15/100 Dollars (\$225,428.15) to be effective January 1, 2009.
- C. Paragraph 7.c. is hereby amended to change the contribution from Twenty One Thousand and No/100 Dollars (\$21,000.00) to Twenty One Thousand Five Hundred and No/100 Dollars (\$21,500.00).
- D. The Five Thousand and No/100 Dollars (\$5,000.00) supplemental retirement contribution under Paragraph 7.d. is hereby reinstated for the year 2009 and for each year thereafter during the term of this Agreement.


II.

Unless expressly modified by the provisions of this Third Addendum, the terms of the Agreement shall remain in full force and effect and are expressly ratified hereby. The terms which are capitalized in this Third Addendum shall have the same meaning given to them in the Agreement. This Third Addendum may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, and all of which shall, for all purposes, constitute one and the same instrument.

EANES INDEPENDENT SCHOOL DISTRICT

By: 
Jim Strickland, President

By: 
Paul Stone, Secretary


Nola Wellman, Ph.D., Superintendent