SEVENTH ADDENDUM TO SUPERINTENDENT'S EMPLOYMENT CONTRACT

The EDGEWOOD INDEPENDENT SCHOOL DISTRICT (the "District") and DR. EDUARDO HERNANDEZ, (the "Superintendent") hereby enter into this Addendum to the Superintendent's Employment Contract ("Superintendent's Contract") entered on June 19, 2018 as follows:

Paragraph four (4) of the Superintendent's Contract shall be amended and the following shall replace Paragraph four (4):

EISD, as recorded in the minutes of the official meeting of the Board held on June 19, 2018 does hereby employ Dr. Eduardo Hernandez as Superintendent with an initial term of July 1, 2018 and ending on June 30, 2021. Further, by Board action of March 27, 2019, this employment contract has been extended for an additional two (2) years beginning July 1, 2021 and ending on June 30, 2023. Further, by Board action of August 20, 2019, this employment contract has been extended for an additional one (1) year beginning on July 1, 2023 and ending on June 30, 2024. Further, by Board action of January 21, 2020, this employment contract has been extended for an additional one (1) year beginning July 1, 2024 and ending on June 30, 2025. Further, by Board action of February 25, 2021, this employment contract has been extended for an additional one (1) year beginning July 1, 2025 and ending on June 30, 2026. Further, by Board action of September 20, 2022, this employment contract has been extended for an additional one (1) year beginning July 1, 2026 and ending on June 30, 2027.

The following shall be added as Paragraph 21.4 of the Superintendent's Contract:

21.4 <u>Retention Annuity.</u> For each annual year during the term of this Contract, the Board will contribute an amount equal to one-twelfth (1/12) of the Superintendent's annual salary to the Superintendent's 403(b) annuity plan. These payments shall be made as non-elective contributions, with the Superintendent having no right to receive such contributions in cash. Contributions to the Superintendent's 403(b) annuity plan shall begin December 1, 2022 and be payable on January 30 of each calendar year (January through December). Contributions made under this section shall be reported as creditable compensation by the District for purposes of TRS.

The Board may eliminate or suspend this Retention Annuity or modify or freeze the Retention Annuity at any time and for any reason. Further, this benefit shall cease immediately if the Superintendent is no longer an employee of Edgewood ISD. Such action by the Board to eliminate or suspend this benefit or to freeze or modify the Retention Annuity set forth in this Paragraph 21.4 shall take effect on the July 1 immediately following the action.

All other provisions of the Superintendent's employment contract shall remain the same, unless modified by the District's Board of Trustees and the Superintendent by Board action and in writing.

EDGEWOOD INDEPENDENT SCHOOL DISTRICT

Martha Castilla Board President

Date: September 20, 2022

SUPERINTENDENT OF SCHOOLS

By: Eduardo Hernandez, Ed.D

Superintendent

Date: September 20, 2022

ATTEST:

Joseph M. Guerra Board Secretary

Date: September 20, 2022