FOURTH ADDENDUM

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:

The following shall be added as Paragraph 21.1 of the Superintendent's Contract:

- 21.1 <u>Additional Retirement Supplement.</u> The Superintendent has contributed to a tax-sheltered plan ("Annuity") established under Section 403(b) of the Internal Revenue Code (IRC). The Annuity is a registered investment product from a provider certified by TRS and was established under written plan documents that meet the requirements of the Code. The District shall supplement the Superintendent's annual salary through the term of this Contract by a specific amount determined in accordance with the supplement schedule below. This additional salary supplement shall be paid to the Superintendent by regular monthly payroll installments during each contract year (July 1 June 30) and shall be reported as creditable compensation by the District for purposes of TRS. The Superintendent shall use this supplement to contribute to the Annuity.
 - A) Three percent (3%) of the Superintendent's annual base salary will be paid as a salary supplement for the 2019-2020 contract year.
 - B) Four percent (4%) of the Superintendent's annual base salary will be paid as a salary supplement for the 2020-2021 contract year.
 - C) Five percent (5%) of the Superintendent's annual base salary will be paid as a salary supplement for the 2021-2022 contract year.
 - D) Six percent (6%) of the Superintendent's annual base salary will be paid as a salary supplement for the 2022-2023 contract year.
 - E) Seven percent (7%) of the Superintendent's annual base salary will be paid as a salary supplement for the 2023-2024 contract year.
 - D) Eight percent (8%) of the Superintendent's annual base salary will be paid as a salary supplement for the 2024-2025 contract year.

The Board may eliminate or suspend this benefit or modify or freeze the supplement schedule 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 supplement schedule set forth in this Paragraph 21.1 shall take effect on the July 1 immediately following the action.

The following shall be added as Paragraph 21.2 of the Superintendent's Contract:

21.2 <u>Salary Increases</u>. The Superintendent's salary shall be increased by the same percentage of raise, if any, approved by the Board for EISD administration.

The following shall be added as Paragraph 21.3 of the Superintendent's Contract:

- 21.3 <u>Performance Goal Increase ("PGI")</u>: Beginning with the 2019-20 school year, the Superintendent may receive additional performance compensation beginning at the end of June, 2020 to be included as salary in his employment contract up to Twenty-five Thousand Dollars (\$25,000.00) based on the following:
 - 1. \$5,000 if the Edgewood Independent School District ("District") attendance rate increases by 3% over the 2018-2019 attendance as reported to the Texas Education Agency.
 - 2. \$5,000 if the College, Career and Military Readiness Scaled Score increases from 61 82 by June 2023 (Baseline measure Class of 2017 reported in 2018).
 - 3. \$5,000 if the percent of students in grades K-3 reading on or above grade level increases from 54% to 64% by June 2022 (Baseline measure May 2017).
 - 4. \$2,000 if the District achieves an accountability rating of a "C; \$3,500 if the District achieves an accountability rating of "B"; and \$5,000 if the District achieves an accountability rating of "A" by the Texas Education Agency.
 - 5. \$2,000 for each campus that achieves an accountability rating of "A" beginning with the 2019-2020 school year as determined by the Texas Education Agency; \$1,500 for each campus that achieves a rating of "B"; and \$1,000 for each campus that receives an accountability rating of "C".
 - 6. \$2,500 if, after the 2019-2020 school year, the District's students who meet the college-readiness standard in Reading on the Texas Success Initiative Assessment (TSI Assessment) increases by three percent (3 %) each year from the prior year.
 - 7. \$2,500 if, after the 2019-2020 school year, the District's students who meet the college-readiness standard in Mathematics on the TSI Assessment increases by three percent (3 %) each year from the prior year.

- 8. \$5,000 if the school district receives the School First Accountability rating from the Texas Education Agency of Superior.
- 9. If the total amount of performance compensation for which the Superintendent qualifies under this paragraph exceeds \$25,000 for a year, the total amount actually paid to the Superintendent shall be capped at \$25,000.

The Board may eliminate or suspend this PGI or modify or freeze the PGI at any time and for any reason. Further, this increase shall cease immediately if the Superintendent is no longer an employee of Edgewood ISD. Such action by the Board to eliminate or suspend this PGI or to freeze or modify the PGI set forth in this Paragraph 21.3 shall take effect at the conclusion of the 2019-20 school year.

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

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EDGEWOOD INDEPENDENT SCHOOL DISTRICT

By: Roy Soto

Date: 4.21.2020

Board President

SUPERINTENDENT

Eduardo Hernandez, Ed.D

Superintendent

Date: 4.21.20

ATTEST:

Stella Camacho
Board Secretary

Date: 4.21.27