

### THIRD 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:

Paragraph four (4) of the Superintendent's Contract shall be amended and the following shall replace Paragraph (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 on July 1, 2024 ending June 30, 2025.

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

21.1 Additional Retirement Supplement. 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.


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.

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.

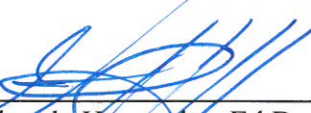
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**EDGEWOOD INDEPENDENT  
SCHOOL DISTRICT**

By:   
Board President


Date: 1.23.2020

**SUPERINTENDENT**

By:   
Eduardo Hernandez, Ed.D  
Superintendent

Date: Jan 22, 2020

**ATTEST:**

By:   
Board Secretary

Date: 1/23/2020