EDGEWOOD INDEPENDENT SCHOOL DISTRICT

SUPERINTENDENT'S CONTRACT

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

THIS IS A CONTRACT (the "Contract") between EDGEWOOD INDEPENDENT SCHOOL DISTRICT, hereinafter sometimes also referred to as "EISD," by and through its Board of Trustees hereinafter sometimes also referred to as "Board," and Dr. Eduardo Hernandez, hereinafter sometimes also referred to as "Superintendent." EISD, the Board, and the Superintendent are also hereinafter referred to individually as "party" and collectively as "parties."

W I T N E S S E T H:

WHEREAS, on June 19, 2018, the parties entered into a written employment contract to employ Dr. Eduardo Hernandez as Superintendent of Schools for EISD and set out the terms and conditions of his employment with EISD; and

WHEREAS, during the term of the Superintedent's employment at EISD, the contract has been amended, such amendments have been approved by the Parties through the execution of nine (9) addendums to the Superintendent's contract; and

WHEREAS, the various amendments to the Superintendent's contract included extensions to the term of the Superintendent's term of employment with EISD as well as salary increases, performance goal compensation, and supplements; and

WHEREAS, for the purposes of consolidation and clarification, the Parties agree to execute a new, restated contract to incorporate the terms of the previously approved

addendums and to reflect the terms and conditions of the Superintendent's contract as of October 15, 2024.

NOW, THEREFORE, and for the considerations hereinafter specified, the parties hereby agree as follows:

TERM AND OFFICE

1. The Board, by and on behalf of EISD, pursuant to Board action on September 17, 2024, agrees to employ the Superintendent through June 30, 2029.

2. The Board may, at its sole discretion, consider extension of this Contract at any time during the Contract term. The Board shall consider an extension of this Contract after completing the Superintendent's annual evaluation. Failure of the Board to extend this Contract shall not constitute nonrenewal under Board policy.

3. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure is created by this Contract. No property interest, express or implied, is created in continued employment beyond the Contract term.

RENEWAL AND NON-RENEWAL OF EMPLOYMENT

4. The Board shall consider renewal or nonrenewal of the Superintendent's employment with EISD in the last year of the Superintendent's Contract of employment. Non-renewal of employment shall be subject to and comply with the applicable provisions contained in Subchapter E *(Term Contracts)*, of Chapter 21, Subtitle D, Title 2, of the Texas Education Code, and Board policy.

CERTIFICATION

5. The Superintendent shall be certified according to the certification requirements established by the State Board for Educator Certification for the State of Texas. This Contract is conditioned on the Superintendent providing the necessary certification and experience records required for EISD personnel files or payroll purposes according to Board policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary certification shall render this Contract void from its inception. Any material misrepresentation shall be good cause for dismissal. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.

6. REPRESENTATIONS. The Superintendent makes the following representations:

Beginning of Contract: At the beginning of this Contract, and at any time during this Contract, the Superintendent specifically agrees to submit to a review of his national criminal history record information (NCHRI) if required by the District, TEA, or SBEC. The Superintendent understands that a criminal history record acceptable to the Board, at its sole discretion, is a condition precedent to this Contract.

9.2 During Contract: The Superintendent also agrees that, during the term of this Contract, the Superintendent will notify the Board in writing of any arrest or of any indictment, conviction, no contest or guilty plea, or other adjudication of the Superintendent. The Superintendent agrees to provide such notification in writing within seven (7) calendar days of the event or any shorter period specified in Board policy.

9.3 False Statements and Misrepresentations: The Superintendent represents that any records or information provided in connection with his employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.

POWERS, DUTIES, AND RESPONSIBILITIES

10. The Superintendent shall be the chief executive officer, educational leader and administrative manager of EISD and, as such, shall be charged with the responsibilities of performing the duties pertaining to the office of Superintendent, as prescribed by law, this Contract, Board policy, the job description, and lawful Board directives, as they are currently in force and as they may be hereinafter modified or amended from time to time during the term of the Superintendent's employment with EISD. The Superintendent shall be subject to and comply with the lawfully adopted Board policies, federal and state laws and regulations, the Code of Ethics and Standard Practices for Texas Educators, Texas Professional Standards for Superintendency, and rules and lawful directives of the Board, now in place and as may be modified or amended from time to time during the term of his employment with EISD.

11. The Superintendent shall have the powers and responsibilities necessary to accomplish the efficient administration and supervision of the entire school system. The Superintendent's duties shall include, but shall not necessarily be limited to, those duties as set out in §11.201 of the Texas Education Code, this Contract, Board policy, the official job description for the position, and lawful Board directives, all as may be amended from time to time during the term of the Superintendent's employment with EISD, which

duties are specifically incorporated herein and made a part hereof. The Superintendent shall perform all duties with reasonable care, skill, and diligence.

12. In addition to all other rights, duties, and responsibilities conferred on the Superintendent by law, this Contract, Board policy, lawful Board directives, and the job description, the Superintendent shall direct, assign, and reassign the personnel of the school district for the efficient operation and best interest of the school district, including staff for instruction and business affairs. The Superintendent has the sole authority to make recommendations to the Board regarding the selection of contractual personnel. The Board retains final authority for employment of contractual personnel who hold the positionat or above the level of executive director. In the case of the hiring of a campus Principal, the Superintendent shall inform the Board of the individual that will be hired prior to announcement or appointment of such Principal. The Board delegates to the Superintendent final authority for employment of all contractual personnel. The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis.

13. The Superintendent shall, from time to time, suggest policy, regulations, rules, and procedures deemed necessary for the well ordering of the school district; and, in general, the Superintendent shall perform all duties incident to the office of the Superintendent, and such other duties as may be prescribed by the Board.

REASSIGNMENT

14. The Superintendent is employed specifically and solely to perform the duties of Superintendent of Schools for the EISD. The Superintendent cannot be

reassigned from the position of Superintendent to another position without the mutual express written consent of the Superintendent and the Board.

CRITICISM, COMPLAINT AND SUGGESTION

15. Apart from processes in Board policy, the Superintendent shall establish and implement an administrative process for addressing informal complaints, criticisms, and suggestions reported to him and/or his administrative staff. The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts.

EVALUATION OF SUPERINTENDENT

16. In accordance with state law and Board policy, the Board shall have an evaluation system that provides periodic written evaluations of the Superintendent at annual or more frequent intervals. The Board shall be responsible for establishing an appraisal instrument for the proper evaluation of the Superintendent. The Superintendent shall be involved in developing, selecting, and/or revising the appraisal instrument and process.

17. At least annually, at a closed session of the Board, the Board shall evaluate the Superintendent and provide him with a copy of the completed evaluation and shall discuss its conclusions with him.

PROFESSIONAL GROWTH AND OUTSIDE ACTIVITIES

18. The Superintendent shall devote his time, attention and energy to the direction and supervision of the school system. The Board encourages, however, the continuing professional growth of the Superintendent through his participation, as the Board and he might decide in light of his responsibilities as Superintendent, in:

- the operations, programs, conferences, and other activities conducted or sponsored by local, state, and national school administrator and/or school board associations;
- local, state, and national conferences, seminars, and courses offered by public or private institutions, commissions, or committees related to education;
- informational meetings with persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for EISD.

In its encouragement, the Board shall permit a reasonable amount of release time for the Superintendent to attend to such matters, and necessary budgeted fees for travel and subsistence expenses, such as gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District.

ANNUAL PERFORMANCE GOALS

19. The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

COMPENSATION

20. Effective upon the beginning of this Contract's term, the District shall pay the Superintendent an annual salary of THREE HUNDRED THIRTY-FIVE THOUSAND ONE HUNDRED NINETY-THREE DOLLARS AND FIFTY-SIX CENTS ($335,193.56) (payable in installments of one-twelfth (1/12) of the total annual salary on the last work day of each month for his services rendered during the preceding month or in accordance with the schedule of salary payments in effect for other certified employees, at the option of the Superintendent).

21. The Board may consider an annual salary increase after completing the Superintendent's annual evaluation.

21.1 Additional Retirement Supplement. The Superintendent has established a tax-sheltered plan ("Annuity") as permitted 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 IRC . The District shall contribute as additional annual compensation to the Superintendent, an additional retirement supplement in the amount of TWENTY-SIX THOUSAND EIGHT HUNDRED AND FIFTEEN DOLLARS AND FORTY-EIGHT CENTS ($26,815.48) (payable annually over twelve (12) months). During each contract year (July 1 -June 30), the additional retirement supplement shall be paid to the Annuity through equal monthly payroll installments, tracking the established District payroll schedule. .

a. The Board may eliminate or suspend this benefit or modify or freeze the Annuity at any time and for any reason. Further, this Annuity shall cease immediately if the Superintendent is no longer an employee of Edgewood ISD. Such action by the Board to

eliminate or suspend this Annuity or to freeze or modify the Annuity set forth in this Paragraph 21.1 shall take effect on the July 1 immediately following the action.

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

21.3 Performance Goal Increase ("PGI"): The Superintendent may receive an amount not to exceed Twenty-five Thousand Dollars ($25,000.00) per year based on the District's accomplishment of designated performance goals as follows:

1. $5,000 if the Edgewood Independent School District ("District") attendance rate increases by 3% over the average daily attendance reported to the Texas Education Agency for the prior year.

2. $5,000 if the College, Career and Military Readiness Scaled Score increases by 3% over the prior year.

3. $5,000 if the percent of students in Grade3 reading on or above grade level increases by 3% over the prior year;

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 District campus that achieves an accountability rating of "A" each 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 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 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 a financial accountability rating of "A-Superior Achievement" by the Texas Education Agency (TEA) as reflected in TEA's School District FIRST Ratings Report.

Beginning January 30 of each calendar year, the Superintendent's yearly Performance Goal Increase ("PGI") will be added to the Superintendent's base salary. The Board may eliminate or suspend this PGI or modify or freeze the PGI at any time and for any reason. Further, this PGI shall cease immediately if the Superintendent is no longer an employee of Edgewood ISD.

21.4 Retention Annuity. For each annual year during the term of this Contract, the District 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 ("Retention Annuity") shall be payable on January 30 of each calendar year (January through December).

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

22. At any time during the term of this Contract, the Board may, in its sole discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in paragraph 20.

23. Upon separation of employment with the District, the District shall pay in a lump sum to the Superintendent any accrued but unused local leave days at the Superintendent's daily rate of pay as of the payment date.

BUSINESS EXPENSES

23. In addition to the base compensation reflected in Paragraph 20, the Superintendent will receive ONE THOUSAND DOLLARS ($1,000.00) as an allowance per month during the Superintendent's employment with the EISD to cover the cost of all reasonable and necessary expenses incurred in the continuing performance of the Superintendent's duties under this Contract. This amount shall be classified as salary. This allowance covers, but is not limited to, all travel expenses within EISD, meals and incidental expenses, cellular phone expenses, and home internet and telephone service. No additional allowance will be paid monthly regardless of actual expenses; however, Superintendent shall be reimbursed for travel outside of the District area in accordance with Board Policy, as permitted by state law and as approved by the Board in the annual budget. All District expenses are subject to financial review by the District's external auditors.

24. During the Superintendent's employment with EISD, EISD shall, in accordance with District policies, provide an iPad, laptop, or other portable devices ("Devices") (at the Superintendent's recommendation), that the Superintendent may use for District business and/or incidental personal use. Upon separation from employment, the Board may, consistent with EISD Board Policy CMD (Legal) determine how the technology

equipment issued to the Superintendent may be disposed, including permitting the Superintendent to assume ownership of the equipment for his personal use. In the event the Board approves disposing of the equipment to allow the Superintendent to assume ownership of the Device(s) the District shall ensure that any District related information and software has been removed from each device).

LEAVE AND VACATION

25. The Superintendent shall be entitled to all the leave benefits applicable to twelve-month administrative employees, as are incident to their employment relationship with EISD and as are provided for by District policy.

26. The Superintendent shall observe the same District holidays as provided by Board policies for administrative employees on twelve-month contracts.

INSURANCE

27. The Superintendent shall be entitled to all benefits applicable to full-time administrative employees, as are incidental to their employment relationship with the District, including leaves, retirement program, and other applicable administrative employee benefits. EISD shall pay all premiums to enroll and maintain the Superintendent in the same EISD health insurance plans offered by EISD to all EISD employees. The Board reserves the right, however, to add, amend and/or rescind any of its policies and/or resolutions at any time during the term of this Contract to reduce or increase EISD benefits, at the Board's sole discretion.

MEMBERSHIP IN PROFESSIONAL/SERVICE ORGANIZATIONS

28. EISD shall pay 100% of the charges associated with Superintendent's membership, annual/quarterly summits, and applicable superintendent academies of the American Association of School Administrators and the Texas Association of School Administrators, as well as other professional dues and/or service club/organization dues/fees as the Superintendent and the Board deem necessary to maintain and improve the Superintendent's professional skills and/or benefit EISD, as permitted by state law and as approved by the Board in the annual budget.

PROFESSIONAL LIABILITY

29. EISD shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and/or legal proceedings made or brought by third parties against the Superintendent in his individual capacity and/or in his official capacity as agent and employee of EISD; provided, however, that the alleged matter which is the subject of the demand, claim, suit, action and/or legal proceeding arose while the Superintendent was acting within the course and scope of his employment with EISD and excluding criminal litigation, and such liability coverage is within the authority of EISD to provide under state law; except, however, that in no case shall individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and/or legal proceedings. The Superintendent hereby agrees to fully cooperate with EISD and its authorized representatives in the handling and defense of such demands, claims, suits, actions and/or legal proceedings, both during and after the term of employment herein, as may be required by EISD. In such case as EISD has agreed to defend the Superintendent, EISD shall engage counsel of

its choosing. EISD shall not, however, be required to pay any costs of any proceedings in the event that the Superintendent and EISD or the Board have adverse interests in such demand, claim, suit, action and/or legal proceedings, where the alleged conduct or action of the Superintendent is outside the scope of his employment with EISD.

TERMINATION OF EMPLOYMENT DURING TERM

30. The Superintendent's employment with EISD may be terminated during the term of this Contract, thereby terminating this Contract, by reason of any of the following:

- Mutual agreement of the parties, upon such terms and conditions as may be mutually agreed upon and are considered to be in the best interests of each party;
- Disability of the Superintendent, as herein below set out;
- Retirement of the Superintendent under the Teacher Retirement System of Texas;
- Discharge for good cause as determined by the Board and as further set out below;
- Resignation of the Superintendent, as herein below set out; or
- Death of the Superintendent.

DISABILITY BY ILLNESS OR INCAPACITY

31. Subject to the requirements of the Americans with Disabilities Act and other applicable law, in the event of disability of the Superintendent by illness or incapacity, after the Superintendent's applicable paid leave has been exhausted, compensation to him shall be suspended, but shall be reinstated and prorated after he has returned to employment and undertaken the full discharge of his duties. EISD may terminate this

Contract by written notice to the Superintendent at any time after the Superintendent has exhausted any accumulated sick leave and such other applicable leave as may be available to employees under the Family and Medical Leave Act, state law, and/or other applicable EISD policy. If termination is before the end of the Contract term, the District shall employ Chapter 21, subchapter F of the Texas Education Code. All obligations of EISD under this Contract shall cease upon such termination, except as may be otherwise required by law. If a question exists concerning the capacity of the Superintendent to return to his duties, the Board may require the Superintendent to submit to a medical examination, to be performed by a doctor licensed to practice medicine in the State of Texas, as selected by the Board. The examination shall be done at the expense of EISD. The physician shall limit his report to the issue of whether the Superintendent has a continuing physical or mental incapacity preventing performance of the Superintendent's Contract of employment.

RESIGNATION

32. The Superintendent may resign and leave the employment of the EISD at the end of the school year without penalty by filing a written resignation with the Board. The resignation must be addressed to the Board and filed not later than the 45th day before the first day of instruction of the following school year. The Superintendent may resign, with consent of the Board, at any other time.

TERMINATION FOR GOOD CAUSE

33. The Superintendent may be discharged for good cause as determined by the Board before the completion of the term fixed in this Contract in accordance with Texas Education Code, Chapter 21, and Board policy. At the termination hearing, if the Superintendent desires counsel, the Superintendent shall employ counsel at his expense.

Any appeal from the decision of the Board shall be in accordance with state law and the regulations of the Texas Education Agency. In the event the Board terminates this Contract for "good cause," the Superintendent shall be afforded all the rights as set forth in the Board's policies, and state and federal law.

SAVINGS CLAUSE

34. No partial invalidity of the Contract shall affect the remainder, forbearance or indulgence by EISD in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the Superintendent to which the same may apply, except by written consent of the Board.

MISCELLANEOUS

36. All previously existing agreements and contracts, oral or written, between the parties hereto respecting the employment of the Superintendent have been merged within this agreement, and this Contract constitutes the entire agreement between the parties. This Contract may not be amended except by written agreement of the parties.

37. Superintendent expressly acknowledges that he sought and received advice as he has deemed necessary or appropriate relative to this Contract, including, but not limited to, seeking the advice of legal counsel. Superintendent acknowledges that he has entered this Contract freely and is knowledgeable about and understands the terms and conditions governing this Contract.

38. Texas law shall govern construction of this Contract.

39. This Contract shall be governed by the laws of the State of Texas and shall be performable in Bexar County, Texas, unless otherwise provided by law.

40. In the event of any conflict between the terms, conditions and provisions of this Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of the Contract.

EXECUTED in duplicate originals this 16th day of October, 2024.

EDGEWOOD INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

By: _____
Superintendent

By: _____
Secretary, Board of Trustees