SUPERINTENDENT'S EMPLOYMENT CONTRACT

FINAL

THE STATE OF TEXAS

COUNTY OF EL PASO

THIS CONTRACT ("Contract" or "Agreement") is made and entered into this, the 9th day of May, 2013, by and between the Board of Trustees ("Board") of the Canutillo Independent School District ("District") and Dr. Pedro Galaviz ("Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms and conditions hereafter established and pursuant to Section 11.201 of the Texas Education Code, have agreed, and do hereby agree, as follows:

I. TERM

1.1 Initial Term. The Board, by and on behalf of the District, employs the Superintendent, and the Superintendent accepts employment as Superintendent of Schools for the District for a term of three (3) years and one month commencing on June 3, 2013 and ending on June 30, 2016. The term of this Agreement shall not prohibit the District from aligning payment of wages to the Superintendent with the District's calendar applied to other professional employees. Alignment of the payment of the Superintendent's wages would commence with the start of the District calendar applied to other professional employees. In the event such alignment is necessary, any additional days before or after the District calendar shall be paid to the Superintendent, with all required benefits, on a pro-rated basis at the daily rate calculated using the District's calendar applied to other professional employees. The Board may approve

additional payments to the Superintendent for any work he performs during the month of May 2013 or June 2013 on behalf of the District.

1.2 Term Extension. The District may, by action of the Board, and with the agreement of the Superintendent, extend the term of this Contract as permitted by state law. Renewal or nonrenewal of this Contract shall be in accordance with Texas Education Code Chapter 21, Subchapter E, and Board policy. Failure to reissue the Contract for an extended term shall not constitute nonrenewal or termination under Board policy. 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. On or before June 2, 2014, and at the end of each contract year thereafter, the Board will consider whether to extend this Contract for an additional period of time and whether to increase the annual base salary. The Board President shall notify the Superintendent in writing promptly after the Board meeting held prior to the end of each contract year as to the action taken at such meeting.

II. EMPLOYMENT

2.1 Duties. The Superintendent is the chief executive officer of the District and shall faithfully perform the duties of Superintendent for the District as prescribed in Board policy, the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, District policy, rules, and regulations as they exist or may hereinafter be adopted or amended. Specifically, it shall be the duty of the Superintendent to perform those duties set forth in Section 11.201 of the Texas Education Code as it currently reads or as may be amended from time to time, and as modified in Section 2.6 of this Contract.

2.2 Professional Activities/Civic Organizations. In order to assist the Superintendent in his professional growth and to increase his effectiveness on behalf of the District, the Board encourages the Superintendent to attend and participate in appropriate professional meetings at the local, state, and national levels. The Superintendent may request, and the Board may approve, all reasonable expenses for such membership fees/dues of the Superintendent in professional organizations. In addition, the Board encourages the Superintendent to participate in community and civic affairs and organizations. The Superintendent may hold offices or accept responsibilities in these professional and civic organizations, provided that such responsibilities do not interfere with the performance of his duties as Superintendent. The Superintendent shall advise the Board, in advance through the Board President, of any commitments to speak at any professional convention or lecture. The Superintendent shall report to the Board on a regular basis all participation and attendance by him in professional meetings at the local, state, and national levels and shall, in addition, note any days taken as "vacation or personal leave." Such report may be made by means deemed effective by the Board.

2.3 Professional Certification and Records. This Contract is conditioned on the Superintendent providing a valid and appropriate certification to act as a superintendent in the State of Texas as prescribed by the laws of the State of Texas and the rules and regulations of the Texas State Board of Educator Certification. The Superintendent must also file any other records required for the personnel files and for payroll purposes. Failure to provide necessary certification shall render this Contract void, and any material misrepresentation by the Superintendent in the records filed by the Superintendent, as set forth herein, shall be grounds for termination for cause. The Superintendent acknowledges that a criminal record history acceptable to the District, in its sole discretion, is a condition precedent to the Contract. The

superintendent agrees that during the term of this Contract, the Superintendent shall notify the Board, in writing, of any arrest, indictment, conviction, no contest plea or other adjudication of guilt.

2.4 Reassignment. The Superintendent shall not be reassigned from the position of Superintendent to another position without the Superintendent's written consent Any such reassignment would not affect the terms of this contract related to salary, compensation and benefits.

2.5 Board Meetings and Relations. The Superintendent shall have the right to attend all meetings of the Board, both open and closed, and may participate in the deliberations of the Board at all such meetings, with the exception of those closed meetings of the Board involving discussion of the Superintendent's annual evaluation or where the Board determines, in its sole discretion, that the Superintendent should excuse himself from a closed session discussion. The Superintendent recognizes that the Board expects him to attend committee meetings at which District business is discussed.

The Superintendent shall provide administrative recommendations on each item of business considered by the Board or Trustees or any Board committee. In the event the Superintendent is absent from a meeting, the Superintendent's designee shall attend such meetings.

III. COMPENSATION AND SALARY

3.1 Annual Base Salary and Health Care Benefit. The Superintendent shall be paid an annual Base Salary in the sum of ONE HUNDRED AND SEVENTY ONE THOUSAND DOLLARS AND NO/100 CENTS ($171,000.00). This annual base salary shall be paid beginning July 1, 2013. All other payments shall be made on a pro-rata basis as set forth in

Section 1.1. Payment of this salary shall be paid to the Superintendent in equal installments consistent with Board policies and District pay practices.

In addition to the base salary set forth above, the District shall pay to the Superintendent the amount of SEVEN THOUSAND FOUR HUNDRED SIXTY FOUR DOLLARS AND NO/100 CENTS ($7,464.00) as Additional Compensation to be used for health care benefits. Payment of this benefit shall be paid to the Superintendent in equal installments consistent with Board policies and District pay practices.

In the event the Superintendent declines or chooses to remove himself from the District's health benefit plan, this amount shall not be paid and this additional compensation shall be forfeited.

3.2 Salary Adjustments. At any time during the term of this Contract, the Board may in its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the Base Salary set forth pursuant to Subsection 3.1 of this Contract except by mutual agreement of the parties. Such adjustments, if any, shall be in the form of a written addendum to this Contract or a new Contract.

3.3 Business Expenses. The District shall pay or reimburse the Superintendent for reasonable and necessary expenses incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Contract. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel, excluding mileage expense reimbursement for travel to destinations within the District. Such costs may include, but are not limited to, airline tickets, hotels and accommodations, meals, rental cars, and other expenses incurred in the performance of the business of the District. Reimbursement for such expenses shall include reasonable expenses incurred by the Superintendent for meals with business, civic

and local government leaders and members of the Board of Trustees, when appropriate. The Superintendent shall comply with all applicable laws, policies, procedures and documentation requirements in accordance with Board policies and established procedures, which shall be subject to review by the District's auditors. The Superintendent shall report to the Board, on no less than a quarterly basis, all expenses and travel by him covered by this section.

3.4 In-District Travel, Wellness and Communication Allowance. The District will pay the Superintendent the amount of EIGHT HUNDRED THIRTY-THREE DOLLARS AND 33/100 CENTS ($833.33) per month during the term of this Contract as an allowance for in-district travel, wellness and communication expenses. This monthly payment shall be paid to the Superintendent in a lump sum payment each month and will serve as a stipend for these items.

3.5 Health Insurance and Other Benefits. The District shall provide the Superintendent with benefits on the same basis as other twelve-month administrative employees of the District, subject to the provisions of this Agreement. The District shall pay, on behalf of the Superintendent, the same amount paid on behalf of other regular full time District employees for Health Insurance coverage under the District sponsored Health Benefit Plan. The amount paid shall be the rate charged for the "CISD Contribution Amount" tied to the "Standard Benefit Plan" (this amount is currently $378.00 per month). Any additional charges for additional health benefits, including family coverage, dental or vision insurance desired by the Superintendent shall be borne by the Superintendent.

3.6 Vacation Leave, Sick Leave and Holidays. The Superintendent shall have the same minimum leave benefits as authorized by Board policies for administrative employees on twelve-month contracts. The Superintendent shall also be entitled to receive the state minimum requirement of "personal days" as paid time off. All accrued but unused flex, state local, or other

sick leave of the Superintendent shall carry over from year-to-year during the term of this Contract. Any such accrued but unused leave shall not be paid out to the Superintendent at the end of the contract. The Superintendent will observe the same legal holidays as those observed by administrative employees on twelve-month contracts.

3.7 Annual Physical Examination. The Superintendent shall undergo a full annual physical examination performed by a licensed physician selected by the Superintendent. The Superintendent shall notify the Board of the results of the physical examination verifying the Superintendent's fitness to perform the Superintendent's duties.

3.8 Life Insurance. The District shall pay to the Superintendent the annual sum of ONE THOUSAND FIVE HUNDRED DOLLARS AND NO/100 CENTS ($1,500.00) within the first 30 days of his employment under this Contract, for the purpose of allowing the Superintendent to secure life insurance. The Superintendent shall secure the policy of insurance he chooses and the beneficiary of this policy shall be designated by the Superintendent. The obligation of the District to provide this payment shall cease with the termination or expiration of this Agreement.

3.9 Texas Teacher Retirement System. The District shall pay on behalf of the Superintendent the annual amount of FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO/100 CENTS ($4,500.00) as a contribution towards the Superintendent's portion of the required contribution to the Texas Teacher Retirement System. This amount shall not include the "TRS Care" amount which shall be borne entirely by the Superintendent. This sum will be divided into monthly or other appropriate amounts and paid to the Texas Teacher Retirement System on behalf of the Superintendent.

3.10 Indemnification and Defense. To the extent it may be permitted to do so by applicable law, including, but not limited to the Texas Civil Practice & Remedies Code,

Chapter 102, the District does hereby agree to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against the Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of the Superintendent as an employee of the District, acting within the course and scope of the Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act of omission constituting gross negligence, or acted in bad faith, with conscious indifference or reckless disregard; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The selection of the Superintendent's legal counsel shall be with the mutual written agreement of the Superintendent and the District if such legal counsel is not also the District's legal counsel. A legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to legal counsel provided for him will depend on the terms of the applicable insurance contract. To the extent Section 3.16 of this Contract exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified to the extent necessary to not exceed such authority and limitations. The provisions of Section 3.16 shall survive the termination of this Contract.

3.11 Professional Liability Insurance. In the event the District obtains liability insurance covering the school district, the Board of Trustees and employees of the District, the District shall also maintain such insurance coverage in favor of the Superintendent under such policy or policies.

3.12 Relocation Expenses. The District shall provide a one-time reimbursement payment to the Superintendent in an amount not to exceed THREE THOUSAND DOLLARS AND NO/1OO CENTS ($3,000.00) for the cost of relocation expenses incurred by him to relocate to Canutillo, Texas. The Superintendent shall provide reasonable documentation of the expense to receive this payment. In the event the Superintendent fails, to complete less than one full year of this Agreement, he shall reimburse the District for the full amount of this payment unless the reasons for failing to complete one full year are beyond the Superintendent's control. In the event the Superintendent fails, for any reason, to complete less than two full years of this Agreement, he shall reimburse the District for one-half of this payment. In the event the Superintendent completes the initial three year term of this Agreement, he shall be relieved of any obligation with respect to this payment.

IV. ANNUAL PERFORMANCE REVIEW

4.1 Performance Review. The Board shall evaluate and assess the performance of the Superintendent in writing at least once a year during the term of this Contract. The Board may also, in its discretion, provide informal assessments and direction throughout the year to the Superintendent regarding the Superintendent's priorities, performance and attainment or progress with respect to the annual goals for the District. The Superintendent shall provide the Board with such information as is reasonably necessary for it to perform the annual evaluation of the Superintendent. The meetings at which the Board evaluates the Superintendent will be held in a

closed executive session unless the Superintendent requests that it should be held in an open meeting. The evaluation and assessment shall be related to the district goals and duties of the Superintendent as outlined in the Superintendent's priorities, job description and the annual goals for the District. The format, scope and goals of the District to be used for the evaluation of the Superintendent shall be prepared by the Board on an annual basis in consultation with the Superintendent. The first such performance review criteria will be established by the Board and Superintendent within the first 100 days of the execution of this Agreement. Thereafter, the criteria for any performance review will be established in accordance with this section on an annual basis. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, the Board shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance and will include recommendations as to areas of improvement in all such instances. The Superintendent will have the right to make a written response to the evaluation and will be given reasonable amount of time to remediate identified deficiencies.

4.2 Confidentiality. Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law and with the input of the Superintendent. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

4.3 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure are to be modified by the Board, such modifications must be made in consultation with the Superintendent and adopted within an

amount of time that is reasonable prior to their implementation. The format adopted by the Board must identify the annual goals for the District against which the performance of the Superintendent is to be measured. The results of any evaluation shall be disclosed to the Superintendent and maintained by the Board's internal auditor and shall be treated as confidential.

V. TERMINATION OF EMPLOYMENT CONTRACT

5.1 Mutual Agreement. This Contract may be terminated by mutual agreement of the Superintendent and the Board in writing upon such terms and conditions as may be mutually agreed upon.

5.2 Retirement or Death. This Contract shall be terminated upon the retirement or death of the Superintendent.

5.3 Dismissal for Good Cause. The Board may suspend or dismiss the Superintendent during the term of this Contract for good cause as that term is applied under Texas law. The term "good cause" includes but is not limited to:

(a) Failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Contract.

(b) Incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetence or inefficiency;

(c) Insubordination or failure to comply with lawful written Board directives;

(d) Failure to comply with the Board's policies or the District's administrative regulations;

(e) Neglect of duties;

(f) Convicted of driving while intoxicated;

(g) Illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;

(h) Conviction of a felony or crime involving moral turpitude;

(i) Failure to meet the District's standards of professional conduct;

(j) Failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;

(k) Disability, not otherwise protected by law, that impairs performance of the required duties of the Superintendent;

(l) Immorality: Conduct the Board determines is not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency, or depravity;

(m) Assault on an employee or student;

(n) Knowingly falsifying records or documents related to the District's activities;

(o) Conscious misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;

(p) Failure to fulfill requirements for superintendent certification;

(q) Failure to fulfill the requirements of a deficiency plan under an Emergency Permit; or

(r) Failure to achieve reasonable goals set by the Board with input from the Superintendent, where such failure is not due to reasons beyond the Superintendent's control.

(s) Any charge levied against the Superintendent by a law enforcement entity, TEA, SBEC or other regulatory agency or entity accusing the Superintendent of unlawful, unethical or unprofessional conduct;

(t) Any other reason constituting "good cause" under Texas law.

5.4 Unilateral Termination. The Superintendent does hereby agree that the Board can unilaterally terminate this Contract without cause under the following conditions: (a) if more than one year remains on the term of this Agreement or any extended term, a unanimous vote by the Board of Trustees on a motion expressly referring to this Section 5.4(a) shall be required. In the event of a unilateral termination by the Board as provided in this Section 5.4(a), the District does hereby agree to pay the Superintendent one full year of the dollar value of Base Salary due under this Contract; (b) if less than one year remains on the term of this Agreement, whether extended or not, a majority vote by the Board of Trustees on a motion expressly referring to this Section 5.4(b) shall be required. In the event of a unilateral termination by the Board as provided in this Section 5.4(b), the District does hereby agree to pay the Superintendent the dollar value of Base Salary due on the remaining term under this Contract. Any payment under these provisions shall be made to the Superintendent in a payment or payments as directed by him, in his sole discretion, not less than thirty (30) days from the date the Board votes unilaterally to terminate the Superintendent. In order to determine the value for the balance of salary due under the remaining term of the Contract, the Superintendent may select, at the District's cost, any one of the three largest accounting firms in El Paso that is not performing

work for the District, and this determination will be the final basis for the payments established in this section and shall be binding upon both the Superintendent and the District.

5.5 Termination Procedure. In the event that the Board proposes to terminate this Contract for good cause, the Superintendent shall be afforded the rights as set forth in the Board's policies and applicable state and federal law.

5.6 Nonrenewal of Contract. Nonrenewal of this Contract shall be in accordance with Board policy and applicable law.

VI. MISCELLANEOUS

6.1 Controlling Law. This Contract shall be governed by the laws of the State of Texas, and it shall be performable in El Paso County, Texas, unless otherwise provided by law.

6.2 Complete Agreement. This Contract embodies the entire agreement between the parties, and except as expressly provided herein, it cannot be varied or amended except by written agreement of the parties. This Contract, effective March 1, 2009, supersedes any existing employment or consulting contract between the parties.

6.3 Conflicts. This Contract is subject to applicable laws and board policies provided, however, in the event of any conflict between the terms, conditions, and provisions of this Employment 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.

6.4 Savings Clause. In the event any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof, and this Contract shall

be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. This Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

IN WITNESS THEREOF, the District has caused this Employment Contract to be approved by a duly authorized officer of the Board of Trustees and the Superintendent has approved the Employment Contract effective June 3, 2013.

EXECUTED to be effective the 9th day of May, 2013.

Armando Rodriguez
President, Board of Trustees
Canutillo Independent School District

Dr. Pedro Galaviz
Superintendent

ATTEST:

Patsy Mendoza, Secretary
Board of Trustees
Canutillo Independent School District

FIRST AMENDMENT

TO EMPLOYMENT CONTRACT OF SUPERINTENDENT

This document is the First Amendment to the Employment Contract of Superintendent Dr. Pedro Galaviz, Ed.D., originally executed and effective as of May 9, 2013 ("Original Contract"). The provisions of this Amendment shall modify the Original Contract with the provisions of this Amendment to be effective as of the 28th day of October, 2014. By signing this Amendment, the School Board of Canutillo Independent School District in El Paso, Texas ("Board") and Dr. Pedro Galaviz, Ed.D., the Superintendent ("Superintendent"), agree to the below-noted changes to the Original Contract.

1. Term: The term of the Original Contract in Paragraph 1.1 was originally scheduled to end on June 30, 2016. The term of the Original Contract is hereby extended by one (1) year to June 30, 2017. The term of the Superintendent's contract of employment shall end on June 30, 2017, unless otherwise modified or extended by the Board.

2. Entire Agreement: Except as expressly modified in this First Amendment, all terms and conditions of the Original Contract remain in full force and effect. This First Amendment, together with the Original Contract, constitute the entire agreement between the School District and the Superintendent regarding the Superintendent's employment and supercede all prior and contemporaneous agreements or understanding, whether written or oral.

EXECUTED as of the date first shown below in El Paso County, Texas.

Date: 11/10/2014

SCHOOL DISTRICT:

CANUTILLO INDEPENDENT SCHOOL DISTRICT

BY: _____

RACHEL QUINTANA
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

PATSY MENDOZA
SECRETARY, BOARD OF TRUSTEES

SUPERINTENDENT:

DR. PEDRO GALAVIZ
Date: 11/

SECOND AMENDMENT

TO EMPLOYMENT CONTRACT OF SUPERINTENDENT

This document is the Second Amendment to the Employment Contract of Superintendent Dr. Pedro Galaviz, Ed.D., originally executed and effective as of May 9, 2013 ("Original Contract"). The provisions of this Amendment shall modify the Original Contract with the provisions of this Amendment to be effective as of the 19th day of November, 2015. By signing this Amendment, the School Board of Canutillo Independent School District in El Paso, Texas ("Board") and Dr. Pedro Galaviz, Ed.D., the Superintendent ("Superintendent"), agree to the below-noted changes to the Original Contract.

1. Term: The term of the Original Contract in Paragraph 1.1 was originally scheduled to end on June 30, 2016. The term of the Original Contract was extended by an amendment to the Contract extending the original term by one (1) year to June 30, 2017. With this Amendment, the term of the Superintendent's contract of employment shall end on June 30, 2018, unless otherwise modified or extended by the Board.

2. Payment of Unused Flex Days: The Superintendent shall be entitled to a lump sum payment of five (5) accrued but unused flex days. Payment of this sum shall be calculated at his current daily rate of pay and shall not exceed five (5) days total. This payment shall be a one-time payment for the year 2015 only.

3. Entire Agreement: Except as expressly modified in this First Amendment, all terms and conditions of the Original Contract remain in full force and effect. This Second Amendment, together with the Original Contract and prior amendment(s), constitute the entire agreement between the School District and the Superintendent regarding the Superintendent's employment and supercede all prior and contemporaneous agreements or understanding, whether written or oral.

EXECUTED as of the date first shown below in El Paso County, Texas.

Date: Dec 2 2015

SCHOOL DISTRICT:

CANUTILLO INDEPENDENT SCHOOL DISTRICT

BY: _____
STEPHANIE FRIETZE
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

_____
MARY YGLESIAS
SECRETARY, BOARD OF TRUSTEES

SUPERINTENDENT:

_____
DR. PEDRO GALAVIZ
Date: 11/19/15

THIRD AMENDMENT

TO EMPLOYMENT CONTRACT OF SUPERINTENDENT

This document is the Third Amendment to the Employment Contract of Superintendent Dr. Pedro Galaviz, Ed.D., originally executed and effective as of May 9, 2013 ("Original Contract"). The provisions of this Amendment shall modify the Original Contract with the provisions of this Amendment to be effective as of the 14th day of December, 2016. By signing this Amendment, the School Board of Canutillo Independent School District in El Paso, Texas ("Board") and Dr. Pedro Galaviz, Ed.D., the Superintendent ("Superintendent"), agree to the below-noted changes to the Original Contract.

1. Term: The term of the Original Contract in Paragraph 1.1 was originally scheduled to end on June 30, 2016. The term of the Original Contract was extended by prior amendments extending the original term June 30, 2018. With this Amendment, the term of the Superintendent's contract of employment shall end on June 30, 2019, unless otherwise modified or extended by the Board.

2. The Superintendent's Base Salary set forth in Section 3.1 of the Original Contract is $171,000.00. The Base Salary is increased under this Amendment by 1.5% in accordance with Board action. Accordingly, the Superintendent's Base Salary shall be $173,565.00.

3. Payment of Unused Flex Days: The Superintendent shall be entitled to a lump sum payment of four and one half (4.5) accrued but unused flex days. Payment of this sum shall be calculated at his current daily rate of pay and shall not exceed four and one half (4.5) days total. This payment shall be a one-time payment for the year 2016 only.

4. Superintendent Evaluation. The Superintendent shall provide a written response to each evaluation item that is scored with an average score at or below 3.5 or as otherwise directed by the Board.

5. Entire Agreement: Except as expressly modified in this Third Amendment, all terms and conditions of the Original Contract remain in full force and effect. This Third Amendment, together with the Original Contract and prior amendment(s), constitute the entire agreement between the School District and the Superintendent regarding the Superintendent's employment and supercede all prior and contemporaneous agreements or understanding, whether written or oral.

EXECUTED as of the date first shown below in El Paso County, Texas.

Date: January 11, 2017

SCHOOL DISTRICT:

CANUTILLO INDEPENDENT SCHOOL DISTRICT

BY: _____
LAURE SEARLS
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

_____
RACHEL M. QUINTANA
SECRETARY, BOARD OF TRUSTEES

SUPERINTENDENT:

_____
DR. PEDRO GALAVIZ
Date: Jan. 13, 2017

FOURTH AMENDMENT

TO EMPLOYMENT CONTRACT OF SUPERINTENDENT

This document is the Fourth Amendment to the Employment Contract of Superintendent Dr. Pedro Galaviz, Ed.D., originally executed and effective as of May 9, 2013 ("Original Contract"). The provisions of this Amendment shall modify the Original Contract with the provisions of this Amendment to be effective as of the 24th day of October, 2017. By signing this Amendment, the School Board of Canutillo Independent School District in El Paso, Texas ("Board") and Dr. Pedro Galaviz, Ed.D., the Superintendent ("Superintendent"), agree to the below-noted changes to the Original Contract.

1. By prior Amendment to Superintendent's Contract of Employment, the Superintendent's Base Salary was set at $173,564.16. The Base Salary is increased under this Amendment by 2.0% in accordance with Board action. Accordingly, the Superintendent's Base Salary shall be $177,035.44.

2. Payment of Unused Prior-Year Flex Days: The Superintendent shall be entitled to a lump sum payment of up to 3.75 accrued but unused flex days. Payment of this sum shall be calculated at his current daily rate of pay and shall not exceed three and three quarters (3.75) days total. This payment shall be a one-time payment for the year 2017 only.

3. Entire Agreement: Except as expressly modified in this Fourth Amendment, all terms and conditions of the Original Contract remain in full force and effect. This Fourth Amendment, together with the Original Contract and prior amendment(s), constitute the entire agreement between the School District and the Superintendent regarding the Superintendent's employment and supercede all prior and contemporaneous agreements or understanding, whether written or oral.

EXECUTED as of the date first shown below in El Paso County, Texas.

Date: Dec 5, 2017

SCHOOL DISTRICT:

CANUTILLO INDEPENDENT SCHOOL DISTRICT

BY: _____
RACHEL M. QUINTANA
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

_____
BLANCA TROUT
SECRETARY, BOARD OF TRUSTEES

SUPERINTENDENT:

_____
DR. PEDRO GALAVIZ
Date: 11/30/17

FIFTH AMENDMENT

TO EMPLOYMENT CONTRACT OF SUPERINTENDENT

This document is the Fifth Amendment to the Employment Contract of Superintendent Dr. Pedro Galaviz, Ed.D., originally executed and effective as of May 9, 2013 ("Original Contract"). The provisions of this Amendment shall modify the Original Contract with the provisions of this Amendment to be effective as of the 2nd day of April, 2018. By signing this Amendment, the School Board of Canutillo Independent School District in El Paso, Texas ("Board") and Dr. Pedro Galaviz, Ed.D., the Superintendent ("Superintendent"), agree to the below-noted changes to the Original Contract.

1. Term: The term of the Original Contract in Paragraph 1.1 was originally scheduled to end on June 30, 2016. The term of the Original Contract was extended by prior amendments extending the original term June 30, 2019. With this Amendment, the term of the Superintendent's contract of employment shall end on June 30, 2021, unless otherwise modified or extended by the Board.

2. Entire Agreement: Except as expressly modified in this Fifth Amendment, all terms and conditions of the Original Contract remain in full force and effect. This Fifth Amendment, together with the Original Contract and prior amendment(s), constitute the entire agreement between the School District and the Superintendent regarding the Superintendent's employment and supercede all prior and contemporaneous agreements or understanding, whether written or oral.

EXECUTED as of the date first shown below in El Paso County, Texas.

Date: April 2, 2018

SCHOOL DISTRICT:

CANUTILLO INDEPENDENT SCHOOL DISTRICT

BY: _____
BLANCA TROUT
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

_____
MARY YGLESIAS
SECRETARY, BOARD OF TRUSTEES

SUPERINTENDENT:

_____
DR. PEDRO GALAVIZ
Date: April 2, 2018

SIXTH AMENDMENT

TO EMPLOYMENT CONTRACT OF SUPERINTENDENT

This document is the Sixth Amendment to the Employment Contract of Superintendent Dr. Pedro Galaviz, Ed.D., originally executed and effective as of May 9, 2013 ("Original Contract"). The provisions of this Amendment shall modify the Original Contract with the provisions of this Amendment to be effective as of the 25th day of September, 2018. By signing this Amendment, the School Board of Canutillo Independent School District in El Paso, Texas ("Board") and Dr. Pedro Galaviz, Ed.D., the Superintendent ("Superintendent"), agree to the below-noted changes to the Original Contract.

1. Term: The term of the Original Contract in Paragraph 1.1 was originally scheduled to end on June 30, 2016. The term of the Original Contract was extended by prior amendments extending the original term to June 30, 2021. With this Amendment, the term of the Superintendent's contract of employment shall end on June 30, 2023, unless otherwise modified or extended by the Board.

2. By prior Amendment to Superintendent's Contract of Employment, the Superintendent's Base Salary was set at $177,035.44. The Base Salary is increased under this Amendment by 2.0% in accordance with Board action. Accordingly, the Superintendent's Base Salary shall be $180,576.14.

3. TRS Contribution. The District shall pay 100% of the Superintendent's contribution to the Texas Teacher Retirement System either by direct payment to TRS or, in the event the Superintendent makes the contribution, by reimbursement of the amount contributed by the Superintendent. The limit for this amount shall be the limit imposed by TRS.

4. Annuity payment. The District shall pay the amount of $1,000.00 to a 457 annuity set up by the Superintendent. The Superintendent shall have the right to direct all retirement contributions made by him or on his behalf as he deems fit and subject only to limits imposed by law.

5. Entire Agreement: Except as expressly modified in this Sixth Amendment, all terms and conditions of the Original Contract remain in full force and effect. This Sixth Amendment, together with the Original Contract and prior amendment(s), constitute the entire agreement between the School District and the Superintendent regarding the Superintendent's employment and supercede all prior and contemporaneous agreements or understanding, whether written or oral.

EXECUTED as of the date first shown below in El Paso County, Texas.

Date: Oct 4th / 2018

SCHOOL DISTRICT:

CANUTILLO INDEPENDENT SCHOOL DISTRICT

BY: _____
BLANCA TROUT
PRESIDENT, BOARD OF TRUSTEES

ATTEST:
_____
MARY YGLESIAS
SECRETARY, BOARD OF TRUSTEES

SUPERINTENDENT:
_____
DR. PEDRO GALAVIZ
Date: 10.2.18

SEVENTH AMENDMENT

TO EMPLOYMENT CONTRACT OF SUPERINTENDENT

This document is the Seventh Amendment to the Employment Contract of Superintendent Dr. Pedro Galaviz, Ed.D., originally executed and effective as of May 9, 2013 ("Original Contract"). The provisions of this Amendment shall modify the Original Contract with the provisions of this Amendment to be effective as of the 10th day of September, 2019. By signing this Amendment, the School Board of Canutillo Independent School District in El Paso, Texas ("Board") and Dr. Pedro Galaviz, Ed.D., the Superintendent ("Superintendent"), agree to the below-noted changes to the Original Contract.

1. Term: The term of the Original Contract in Paragraph 1.1 was originally scheduled to end on June 30, 2016. The term of the Original Contract was extended by prior amendments extending the original term to June 30, 2021. With this Amendment, the term of the Superintendent's contract of employment shall end on June 30, 2024, unless otherwise modified or extended by the Board.

2. By prior Amendment to Superintendent's Contract of Employment, the Superintendent's Base Salary was set at $180,576.14. The Base Salary is increased under this Amendment by 4.0% in accordance with Board action. Accordingly, the Superintendent's Base Salary shall be $187,799.18.

3. The Board and Superintendent agree that in future evaluation cycles should the Superintendent receive a satisfactory evaluation (currently an average of "3" or better), the Superintendent's employment contract shall automatically be extended by one (1) year and the Superintendent shall receive an increase in base salary equal to any percentage increase awarded by the Board to other administrators in the District.

4. Entire Agreement: Except as expressly modified in this Seventh Amendment, all terms and conditions of the Original Contract remain in full force and effect. This Seventh Amendment, together with the Original Contract and prior amendment(s), constitute the entire agreement between the School District and the Superintendent regarding the Superintendent's employment and supercede all prior and contemporaneous agreements or understanding, whether written or oral.

EXECUTED as of the date first shown below in El Paso County, Texas.

Date: _____

SCHOOL DISTRICT:

CANUTILLO INDEPENDENT SCHOOL DISTRICT

BY: _____
SERGIO CORONADO
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

_____
MARY YGLESIAS
SECRETARY, BOARD OF TRUSTEES

SUPERINTENDENT:

_____
DR. PEDRO GALAVIZ
Date: 9/11/19

EIGHTH AMENDMENT

TO EMPLOYMENT CONTRACT OF SUPERINTENDENT

This document is the Eighth Amendment to the Employment Contract of Superintendent Dr. Pedro Galaviz, Ed.D., originally executed and effective as of May 9, 2013 ("Original Contract"). The provisions of this Amendment shall modify the Original Contract with the provisions of this Amendment to be effective as of the 29th day of September, 2020. By signing this Amendment, the School Board of Canutillo Independent School District in El Paso, Texas ("Board") and Dr. Pedro Galaviz, Ed.D., the Superintendent ("Superintendent"), agree to the below-noted changes to the Original Contract.

1. Term: The term of the Original Contract in Paragraph 1.1 was originally scheduled to end on June 30, 2016. The term of the Original Contract was extended by prior amendments extending the original term to June 30, 2021. With this Amendment, the term of the Superintendent's contract of employment shall end on June 30, 2025, unless otherwise modified or extended by the Board.

2. By prior Amendment to Superintendent's Contract of Employment, the Superintendent's Base Salary was set at $187,799.18. The Base Salary is increased under this Amendment by 2.0% in accordance with Board action. Accordingly, the Superintendent's Base Salary shall be $191,555.16.

3. Payment of Unused Flex Days: The Superintendent shall be entitled to a lump sum payment of up to six (6) accrued but unused flex days. Payment of this sum shall be calculated at his current daily rate of pay and shall not exceed six days total. This payment shall be a one-time payment for the year 2020 only.

4. Annuity payment: The annuity payment made to the Superintendent shall be increased from its current amount. The District shall pay the amount of $2,250.00 to a 457 annuity set up by the Superintendent. The Superintendent shall have the right to direct all retirement contributions made by him or on his behalf as he deems fit and subject only to limits imposed by law.

5. Entire Agreement: Except as expressly modified in this Eighth Amendment, all terms and conditions of the Original Contract remain in full force and effect. This Eighth Amendment, together with the Original Contract and prior amendment(s), constitute the entire agreement between the School District and the Superintendent regarding the Superintendent's employment and supercede all prior and contemporaneous agreements or understanding, whether written or oral.

EXECUTED as of the date first shown below in El Paso County, Texas.

Date: October 22, 2020

SCHOOL DISTRICT:

CANUTILLO INDEPENDENT SCHOOL DISTRICT

BY: _____
SERGIO CORONADO
PRESIDENT, BOARD OF TRUSTEES

ATTEST:
_____
ARMANDO RODRIGUEZ
SECRETARY, BOARD OF TRUSTEES

SUPERINTENDENT:
_____
DR. PEDRO GALAVIZ
Date: 10/22/2020

NINTH AMENDMENT

TO EMPLOYMENT CONTRACT OF SUPERINTENDENT

This document is the Ninth Amendment to the Employment Contract of Superintendent Dr. Pedro Galaviz, Ed.D., originally executed and effective as of May 9, 2013 ("Original Contract"). The provisions of this Amendment shall modify the Original Contract with the provisions of this Amendment to be effective as of the 30th day of September 2021. By signing this Amendment, the School Board of Canutillo Independent School District in El Paso, Texas ("Board") and Dr. Pedro Galaviz, Ed.D., the Superintendent ("Superintendent"), agree to the below-noted changes to the Original Contract.

1. Term: The term of the Original Contract in Paragraph 1.1 was originally scheduled to end on June 30, 2016. The term of the Original Contract was extended by prior amendments. With this Amendment, the term of the Superintendent's contract of employment shall end on June 30, 2026, unless otherwise modified or extended by the Board.

2. By prior Amendment to Superintendent's Contract of Employment, the Superintendent's Base Salary was set at $191,555.16. The Base Salary is increased under this Amendment by 2.0% in accordance with Board action. Accordingly, the Superintendent's Base Salary shall be $195,386.26.

3. Entire Agreement: Except as expressly modified in this Ninth Amendment, all terms and conditions of the Original Contract and prior amendments remain in full force and effect. This Ninth Amendment, together with the Original Contract and prior amendment(s), constitute the entire agreement between the School District and the Superintendent regarding the Superintendent's employment and supercede all prior and contemporaneous agreements or understanding, whether written or oral.

EXECUTED as of the date first shown below in El Paso County, Texas.

Date: Oct 11 2021

SCHOOL DISTRICT:

CANUTILLO INDEPENDENT SCHOOL DISTRICT

BY: Sergio Coronado
SERGIO CORONADO
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

Patricia S. Mendoza

PATSY MENDOZA
SECRETARY, BOARD OF TRUSTEES

SUPERINTENDENT:

DR. PEDRO GALAVIZ
Date: Oct 11 2021

TENTH AMENDMENT

TO EMPLOYMENT CONTRACT OF SUPERINTENDENT

This document is the Tenth Amendment to the Employment Contract of Superintendent Dr. Pedro Galaviz, Ed.D., originally executed and effective as of May 9, 2013 ("Original Contract"). The provisions of this Amendment shall modify the Original Contract with the provisions of this Amendment to be effective as of the 27th day of September 2022. By signing this Amendment, the School Board of Canutillo Independent School District in El Paso, Texas ("Board") and Dr. Pedro Galaviz, Ed.D., the Superintendent ("Superintendent"), agree to the below-noted changes to the Original Contract.

1. Term: The term of the Original Contract in Paragraph 1.1 was originally scheduled to end on June 30, 2016. The term of the Original Contract was extended by prior amendments. With this Amendment, the term of the Superintendent's contract of employment shall end on June 30, 2027, unless otherwise modified or extended by the Board.

2. By prior Amendment to Superintendent's Contract of Employment, the Superintendent's Base Salary was set at $195,386.26. The Base Salary is increased under this Amendment by 3.0% in accordance with Board action approved in June and applied to other District employees. Accordingly, the Superintendent's Base Salary shall be $201,247.85.

3. The TRS compensation provision set forth in the Sixth Amendment to the Superintendent's Contract shall be amended and set at $11,861.00 and shall paid directly to the Texas Teacher Retirement System either by direct payment to TRS or, in the event the Superintendent makes the contribution, by reimbursement of the amount contributed by the Superintendent in the pay period immediately following such payment by him.

4. A new 403b retirement plan shall be established as a benefit for the Superintendent. This 403b plan shall be set up by the Superintendent and the Superintendent shall have the right to direct all retirement contributions made by him or on his behalf as he deems fit and subject only to limits imposed by law. Beginning with this Tenth Amendment, and for each year thereafter unless the contribution amount is revised or altered by the Board, the District shall contribute the total annual amount of $20,000.00 divided over a twelve month period to fund the 403b plan.

5. Entire Agreement: Except as expressly modified in this Ninth Amendment, all terms and conditions of the Original Contract and prior amendments remain in full force and effect. This Ninth Amendment, together with the Original Contract and prior amendment(s), constitute the entire agreement between the School District and the Superintendent

regarding the Superintendent's employment and supercede all prior and contemporaneous agreements or understanding, whether written or oral.

EXECUTED as of the date first shown below in El Paso County, Texas.

Date: _____

SCHOOL DISTRICT:

CANUTILLO INDEPENDENT SCHOOL DISTRICT

BY: _____
SERGIO CORONADO
PRESIDENT, BOARD OF TRUSTEES

ATTEST:
_____
PATSY MENDOZA
SECRETARY, BOARD OF TRUSTEES

SUPERINTENDENT:
_____
DR. PEDRO GALAVIZ
Date: 10/17/22

ELEVENTH AMENDMENT

TO EMPLOYMENT CONTRACT OF SUPERINTENDENT

This document is the Eleventh Amendment to the Employment Contract of Superintendent Dr. Pedro Galaviz, Ed.D., originally executed and effective as of May 9, 2013 ("Original Contract"). The provisions of this Amendment shall modify the Original Contract with the provisions of this Amendment to be effective as of the 21st day of Sept. 2023. By signing this Amendment, the School Board of Canutillo Independent School District in El Paso, Texas ("Board") and Dr. Pedro Galaviz, Ed.D., the Superintendent ("Superintendent"), agree to the below-noted changes to the Original Contract.

1. Term: The term of the Original Contract in Paragraph 1.1 was originally scheduled to end on June 30, 2016. The term of the Original Contract was extended by prior amendments. With this Amendment, the term of the Superintendent's contract of employment shall end on June 30, 2028, unless otherwise modified or extended by the Board.

2. By prior Amendment to Superintendent's Contract of Employment, the Superintendent's Base Salary was set at $201,247.85. The Base Salary is increased under this Amendment by 3.0% in accordance with Board action. Accordingly, the Superintendent's Base Salary shall be $207,285.28.

3. The TRS compensation provision set forth in the Sixth Amendment to the Superintendent's Contract shall remain in place and shall not be revised. In addition to the provision set forth in the Sixth Amendment, the Superintendent shall be paid a single and one-time lump sum payment in the amount of $11,861.00 as a TRS retirement contribution to be used and funded to TRS in the discretion of the Superintendent. This amount shall be paid directly to the Superintendent, in a single lump sum, in the pay period immediately following execution of this Agreement. In the event there is any tax liability associated with the Superintendent's receipt of this payment, all such tax liability shall be the sole responsibility of the Superintendent.

4. Entire Agreement: Except as expressly modified in this Eleventh Amendment, all terms and conditions of the Original Contract and prior amendments remain in full force and effect. This Eleventh Amendment, together with the Original Contract and prior amendment(s), constitute the entire agreement between the School District and the Superintendent regarding the Superintendent's employment and supercede all prior and contemporaneous agreements or understanding, whether written or oral.

EXECUTED as of the date first shown below in El Paso County, Texas.

Date: 9/21/23

SCHOOL DISTRICT:

CANUTILLO INDEPENDENT SCHOOL DISTRICT

BY: Patricia Y Mendoza
PATSY MENDOZA
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

CINDY ZUNIGA
SECRETARY, BOARD OF TRUSTEES

SUPERINTENDENT:

DR. PEDRO GALAVIZ
Date: 9/21/23