

# **SUPERINTENDENT'S EMPLOYMENT CONTRACT**

## SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS

COUNTY OF EL PASO

THIS CONTRACT ("Contract" or "Agreement") is made and entered into this, the 19<sup>th</sup> day of January 2026, by and between the Board of Trustees ("Board") of the Canutillo Independent School District ("District") and Dr. Josue Borrego ("Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms and conditions hereafter established and pursuant to Chapters 11 and 21 of the Texas Education Code, do hereby agree as follows:

**1. Term.**

1.1 **Initial Term.** The Board, by and on behalf of the District, does hereby employ the Superintendent and the Superintendent does hereby accept employment as Superintendent of Schools for the District for a term commencing on January 19, 2026, and ending on June 30, 2029. Beginning July 1, 2026, and for the remainder of this Agreement and any extension thereof, each contract year shall be from July 1st through June 30th (hereinafter referred to as the "Contract Year").

1.2 **Term Extension.** The District may, by action of the Board, and with the written agreement of the Superintendent, extend the term of this Contract as permitted by state law. 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.

**2. Certification.** The Superintendent agrees to maintain the required certification throughout the

term of employment with the District. If the Superintendent's certification expires, is canceled, or is revoked, this Contract is void.

**3. Representations.** The Superintendent makes the following representations:

**3.1 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.

**3.2 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 for any felony, any offense involving moral turpitude, and any offenses set forth in Policy DH (Local). The Superintendent agrees to provide such notification in writing within the period specified in Board policy.

**3.3 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, intentionally made, 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.

**4. 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 Sections 11.201, 11.1512, and 11.1513 of the Texas Education Code as it currently reads or as may be amended from time to time. All duties assigned to the Superintendent by the Board shall be appropriate to and consistent with state law, Board policy, and the professional role and responsibility of the Superintendent.

**4.1 Professional Activities/Civic Organizations.** 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, regional, state, and national levels. The Board shall encourage the use of data and information sources, and shall encourage the participation of the Superintendent in pertinent education seminars and courses offered by public or private institutions or by educational associations, as well as the participation in informational meetings with those individuals whose particular skills, expertise, or backgrounds would serve to improve the capacity of the Superintendent to perform the Superintendent's professional responsibilities for the District. In its encouragement of the Superintendent to grow professionally, the Board shall permit a reasonable amount of release time for the Superintendent as the Superintendent and the Board deem appropriate, to attend such seminars, courses or meetings. The District shall pay the Superintendent's membership dues to the American Association of School Administrators and the Texas Association of School Administrators, as well as other memberships necessary to maintain and improve the Superintendent's professional skills, subject to approval by the Board. The District shall bear the reasonable cost and expense for registration, travel, meals, lodging, and other related expenses for such attendance and membership. 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. 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, regional, state, and national levels. Participation in approved meetings shall not be treated as vacation or personal days.

4.2 **Reassignment.** The Superintendent shall not be reassigned from the position of Superintendent to another position without the Superintendent's written consent.

4.3 **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 Contract, Superintendent's evaluation, for purposes of resolving conflicts between individual Board members, when the Board is acting in its capacity as a tribunal or where the attendance of the Superintendent would be in conflict with a review by the Board of issues being presented by auditors, and where the Board decides, in its sole discretion, that the Superintendent should excuse himself from a closed. In accordance with section 11.051(a-1) of the Education Code, the Board shall provide the Superintendent an opportunity to provide verbal or written recommendation(s) and/or information as to each of the items of business considered and voted on by the Board at each Board meeting. In the event the Superintendent is absent from a meeting, the Superintendent's designee shall attend such meetings.

4.4 **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention, by employees, students or members of the public, to the Superintendent for review and appropriate action. The Superintendent will either refer such matter(s): (a) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or (b) to the appropriate complaint resolution procedure as

established by Board policies. Substantive complaints include, without limitation, allegations of possible wrongdoing by staff and/or students, complaints of possible criminal behavior by staff and/or students, and complaints about personnel which, if true, would require action by the superintendent and/or administration. The Superintendent shall refer all substantive complaints from staff and/or third parties regarding a Board member to the Board President for review and action. If the complaint is about the Board President, the Superintendent shall refer the complaint to the next most senior non-implicated Board officer.

## **5. Compensation and Benefits.**

5.1 **Annual Base Salary and Health Care Benefit.** The Superintendent shall be paid an annual Base Salary in the sum of One Hundred and Ninety-Five Thousand Dollars and No Cents (\$195,000.00). 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 provide to the Superintendent the same coverage for health insurance benefits as provided to other twelve-month administrative employees of the District, subject to the provisions of this Agreement and the terms of the District's health benefit plan. The District shall pay, on behalf of the Superintendent, the same amount for Health Insurance coverage under one of the District sponsored Health Benefit Plans as it does for other employees of the District, as selected by the Superintendent. Any additional charges for additional health benefits, including family coverage, dental or vision insurance desired by the Superintendent shall be borne by the Superintendent.

5.2 **Life Insurance.** The District shall reimburse the Superintendent for the full annual premium for a single individual term life insurance policy ("Life insurance"). The policy benefit amount shall not exceed \$500,000.00. The Superintendent shall be the owner of the Life Insurance policy and shall have the right to designate beneficiaries and, upon separation from the District,

shall have the right to continue payment of premiums under the policy at his sole cost and expense.

5.3 **Texas Teacher Retirement System.** For performance of Superintendent duties, the District shall supplement the Superintendent's salary by an amount equal to the Superintendent's portion of the member contribution to the Texas Teacher Retirement System ("TRS") during the Term of this Contract, including any extensions thereof. This supplement shall include both the retirement and TRS-Care parts of the TRS member contribution, as applicable. This additional salary supplement for services rendered shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

5.4 **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 5.1 of this Contract except by mutual written agreement of the parties. Such adjustments, if any, shall be in the form of a written amendment to this Contract or a new Contract.

5:5 **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 and in accordance with state law and board policy. 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. 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.

**5.6 Vacation Leave, Sick Leave and Holidays.** The Superintendent may take the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will not substantially interfere with the performance of the Superintendent's duties as set forth in this Contract. Accrued but unused vacation days shall accumulate and carry forward from year to year during the term of this Contract. The Superintendent shall have the same minimum leave benefits as authorized by Board policies for administrative employees on twelve-month contracts, the days to be taken in a single period or at different times. The Superintendent shall also be entitled to receive the state minimum requirement of "personal days" as paid time off, the days to be taken in a single period or at different times. 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. The Superintendent will observe the same legal holidays as those observed by administrative employees on twelve-month contracts. There shall be no payment for accrued but unused leave of any type or kind either annually while this Contract (or any amendment) is in force or at the conclusion or termination of the Contract or amended Contract.

**5.7 Annual Physical Examination.** The Superintendent shall undergo an annual physical examination performed by a licensed physician selected by the Superintendent. The examination will determine the Superintendent's continuing physical fitness to fulfill the duties and responsibilities of the position and may include laboratory analysis of blood, urine, stress, EKG and other procedures as deemed appropriate by the licensed physician. The health care professional who performs the examination shall submit confidential reports to the Board regarding the Superintendent's fitness to perform the essential functions of the job. These reports will be maintained as confidential

medical records to the extent permitted by law. The District shall pay all reasonable costs of the examination.

**5.8 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 or administrative 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 by a court of competent jurisdiction 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 5.9 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 5.9 shall survive the termination of this Contract.

5.9 **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.

5.10 **Residency.** The Superintendent shall maintain his residence within the boundaries of the District while serving as Superintendent of the District, as those boundaries now exist, or as they may be amended from time to time. This covenant shall begin within 180 days of the official start date of employment, which may be extended by mutual agreement of the parties, and shall continue throughout the term of this Contract.

5.11 **Moving Allowance.** The District shall provide a one-time Moving Allowance paid to the Superintendent as a stipend in the amount of \$14,000.00 for reasonable moving and relocation expenses to relocate to El Paso County and the Canutillo community. No additional moving expense shall be paid beyond this single Moving Allowance stipend.

5.12 **Benefits.** In addition to the benefits expressly set forth herein, the District shall provide other benefits to the Superintendent as provided to District employees by state law and Board policies including, without limitation, any stipends/bonuses/incentives provided to other administrative employees of the District. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase the benefits not expressly provided herein, at the Board's sole discretion.

## 6. **Goals/Annual Performance Review.**

6.1 **Development of Goals.** The Board shall work collaboratively with the Superintendent each year to prepare a list of goals for the District. The Superintendent shall submit to the Board a preliminary list of goals for the District each year for the Board's consideration and adoption. The

Superintendent and the Board shall then meet, and the Board shall approve or revise the list of goals. The Superintendent shall submit to the Board for its approval a plan to implement the goals. The Superintendent and the Board shall meet semiannually to assess the goals and may adjust or revise the goals either by action of the Board or upon recommendation of the Superintendent and approval of the Board. The goals approved by the Board shall always be reduced to writing ("District Goals") and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The District Goals approved by the Board shall be specific, definitive and objectively measurable, to the extent feasible. The Board agrees to work with and support the Superintendent in achieving the District Goals. The District Goals shall be mutually agreeable to the Superintendent and the Board.

**6.2 Performance Review.** The Board shall evaluate and assess the performance of the Superintendent in writing at least once each year during the term of this Contract in accordance with state law and/or administrative regulations issued by the Commissioner of Education. 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.

6.3 **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. Nothing herein shall prohibit the Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

6.4 **Evaluation Format and Procedure.** The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law. The Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated. 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.

## 7. **Termination of Employment Contract.**

7.1 **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.

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

7.3 **Termination for Good Cause.** The Board may suspend or dismiss the Superintendent during the term of this Contract for good cause in accordance with applicable law.

7.4 **Termination Procedure.** In the event that the Board proposes to suspend the Superintendent without pay or 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.

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

7.6 **Termination Without Cause.** In the event the Board terminates the Superintendent's employment under this Agreement, and it is determined by the Commissioner of Education and/or a court of competent jurisdiction that such action was taken "without cause," the District shall pay to the Superintendent a lump sum equal to the value of his base salary and benefits due under any remaining term of this Agreement. In addition, the District shall reimburse the Superintendent for reasonable costs and attorneys' fees incurred to enforce this Agreement, but only in the event the Superintendent is successful in the enforcement of this clause as determined by a court of competent jurisdiction. The Board's failure to renew or its decision not to extend the term of this Agreement shall not trigger this section of the Agreement.

7.7 **Resignation of Superintendent.** The Superintendent may leave the employment of the District at the end of a 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 the consent of the Board at any other time.

## **8. Miscellaneous.**

8.1 **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.

8.2 **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. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent for the term herein have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

8.3 **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.

8.4 **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. The Parties may execute this Agreement in multiple counterparts, each of which will be deemed to be a duplicate original, and all of which shall constitute one final Agreement.

8.5 **Paragraph Headings.** The headings used at the beginning of each numbered paragraph in this Contract are not intended to have any legal effect; the headings do not limit or expand the meaning

of the paragraphs that follow them.

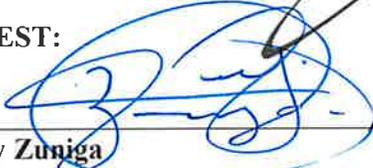
**IN WITNESS THEREOF**, the District has caused this Employment Contract to be approved by a duly authorized officer of the Board of Trustees and the Superintendent has approved the Employment

Contract effective 19<sup>th</sup> day of January, 2026.

**EXECUTED** to be effective the 19<sup>th</sup> day of January 2026.

  
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**Sergio Martinez**  
President, Board of Trustees  
Canutillo Independent School District

  
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**Dr. Josue Borrego**  
Superintendent

**ATTEST:**  
  
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**Cindy Zuniga**  
Secretary, Board of Trustees  
Canutillo Independent School District