



WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

October 2, 2024

Ms. Sarah Cervera
900 East Expressway
Weslaco, Texas 78596

Via E-Mail: sarah@krgv.com

Re: Request for Public Information from Sarah Cervera submitted to Harlingen CISD on September 18, 2024.


Dear Ms. Cervera:

This law firm represents the Harlingen Consolidated Independent School District, (hereinafter referred to as “Harlingen CISD” or “the District”), and they have requested our assistance in responding to your September 18, 2024, request for information regarding the former Superintendent’s resignation agreement.

Attached please find the documents responsive to your request, numbered Harlingen CISD-01 through Harlingen CISD-06. If you have any questions regarding this correspondence, please contact our office.

Sincerely,

**WALSH GALLEGOS KYLE
ROBINSON & ROALSON P.C.**


Kayla G. Treviño

cc: (w/o enclosures)

Dr. Veronica Kortan, *Interim Superintendent, Harlingen CISD*

VIA E-MAIL

VOLUNTARY RESIGNATION AND RELEASE AGREEMENT

THE STATE OF TEXAS §
 § KNOWN ALL MEN BY THESE PRESENTS:
COUNTY OF CAMERON §

This VOLUNTARY RESIGNATION AND RELEASE AGREEMENT ("Agreement") is made by and between the **HARLINGEN CONSOLIDATED INDEPENDENT SCHOOL DISTRICT** ("District"), a political subdivision of the State of Texas, acting by and through its Board of Trustees ("Board" or "Trustees") and **DR. JOSE A. GONZALEZ** ("Gonzalez"). This Agreement is the final Agreement between the District and Gonzalez, and it controls the contractual employment relationship between the parties hereto after the date of the Agreement.

WHEREAS, Gonzalez is currently employed as Superintendent by the District under a Superintendent's Employment Contract ("Contract"), with a term ending on June 30, 2027; and

WHEREAS, Gonzalez and the Board have reached a mutually acceptable agreement for Gonzalez to resign effective September 3, 2024; and

WHEREAS, it is strictly the voluntary act of the Superintendent to exit his employment as Superintendent of the District effective September 3, 2024, upon execution of this Agreement; and

WHEREAS, Gonzalez and the Board want to confirm the agreements in the Contract that are applicable to Gonzalez's resignation from the District effective September 3, 2024 ("Resignation Date"); and

WHEREAS, the Board concludes that this Agreement will serve a legitimate public purpose related to the educational mission of the District.

WITNESSETH:

NOW THEREFORE, in consideration of the recitals, terms, conditions and mutual covenants herein, the parties hereto do hereby agree as follows:

1. In exchange for the Superintendent's voluntary resignation and relinquishing his contract with the District on September 3, 2024, Gonzalez and the Board agree that he will be paid a lump sum under the terms of his contract until June 30, 2025.
2. Gonzalez does hereby voluntarily submit his resignation from the District effective September 3, 2024 ("Resignation Date"). Notwithstanding anything to the contrary herein, Gonzalez shall be paid his full salary and benefits pursuant to the terms of the Contract through June 30, 2025, in the amount of a lump sum of TWO HUNDRED FIFTY THOUSAND, SEVEN HUNDRED EIGHTY DOLLARS AND EIGHT/CENTS (\$250,780.08) within ten (10) business days of execution of this Agreement. The settlement payment will be paid by the District to Superintendent, less only those employment taxes, deductions or other withholdings that the District is required by law to withhold.

3. In addition to the amount set forth in Section 2 hereof, the District shall pay Gonzalez in a separate payment, on or before the Resignation Date, for TEN (10) accrued but unused local leave days in accordance with Board policy/practice and the terms of his contract. Said sum is computed under the terms of his contract by dividing the Superintendent's current gross annual salary by Two Hundred Twenty-Six (226) days in the sum of THIRTEEN THOUSAND, FOUR HUNDRED-Y EIGHTY-TWO DOLLARS AND EIGHTY/ CENTS (\$13,482.80).
4. It is furthermore agreed that the Board President in collaboration with Gonzalez shall provide a neutral letter of reference to include positive statements as contained in Gonzalez's most recent evaluation and signed by the Board President.
5. The District agrees to remove any negative documentation regarding Gonzalez's separation of employment from his personnel file and to keep those documents in a separate file.
6. The District agrees that no retaliatory actions will be taken against any family members of Dr. Gonzalez, who are currently employed by the District. The District further agrees that these individuals will not be subject to any adverse employment actions as a result of Dr. Gonzalez's resignation.
7. Gonzalez and the Board of Trustees agree not to publicly disclose the financial terms of this Agreement and will instruct Central Administrative staff aware of the financial amounts that the information may not be publicly disclosed. In order for the District to be transparent with the public, should a Public Information Act (PIA) request be made for the Voluntary Resignation and Release Agreement, it will be released to the requestor at the conclusion of the ten (10) day period as required by law. At the discretion of the District, the District will agree to request Attorney General opinions with regard to PIA requests regarding communications concerning Dr. Gonzalez's separation of employment, if allowed by law.
8. The Board of Trustees and Gonzalez agree not to make negative and/or disparaging remarks concerning each other and Gonzalez's separation of employment. Comments that are deemed necessary to defend either the Board's or Gonzalez's decisions/actions may only be made if based on factual information. The Parties specifically hereby agree that the terms of this Agreement do not apply to any comments, remarks or statements made prior to the date of this Agreement. The confidentiality, non-disclosure and non-disparagement clause section herein is not intended to apply to Gonzalez's ability to discuss terms and conditions, facts or amounts with immediate family members nor the District ability to be transparent to the public. Family members that are advised are also subject to keeping this Agreement confidential and not to make disparaging remarks regarding the District, its employees or trustees. This section is intended to preclude general public disclosures and to allow for a smooth transition for both the District and Gonzalez, to the extent allowed by law.
9. On or before 5:00 p.m., on the Resignation Date, Gonzalez shall return to the District all keys, credit cards, student records, official records of the District, if any, and other property of the District, if any, in his possession as it relates to his employment as the Superintendent of the District. District agrees to take any and all measures necessary to convey the laptop to Gonzalez.

10. At a time to be mutually agreed upon by and between Gonzalez and the District, but in any event no later than 5:00 p.m. on September 7, 2024, Gonzalez shall remove his personal effects and property from the Superintendent's office.
11. Gonzalez agrees to reasonably cooperate with the District regarding the provision of any information system passwords or other business operating information known only to Gonzalez.
12. After the Resignation Date, Gonzalez agrees to provide assistance to and cooperate with the District, its Trustees, agents, and attorneys in response to, or in defense of, any demand, claim, complaint, suit action or legal proceeding brought against the District, its Trustees, or agents, arising from any acts or events alleged to have occurred during the term of Gonzalez's employment with the District, at no additional expense to the District other than reimbursement to Gonzalez for his documented reasonable and necessary out-of-pocket expenses, plus reimbursement of any salary lost by Gonzalez by virtue of his taking time off from his then-current employment to assist the District at its request. If Gonzalez is not employed, the District shall compensate Gonzalez at his daily rate of pay, calculated by dividing his most recent salary under the Contract by Two Hundred Twenty-Six (226) days. Requests for assistance from Gonzalez with respect to such matters shall be made through the President of the Board, any successor superintendent, and legal counsel for the District, and the amount to be reimbursed to Gonzalez shall be mutually understood and agreed in advance. Gonzalez's availability and consultation, under the terms and conditions of this Agreement, will be subject to any reasonable request for consultation not interfering with Gonzalez's then-current employment.
13. The District and Gonzalez will collaborate to issue a mutually agreed upon public/media statement with respect to Gonzalez's resignation from the District, with the District having final authority as to its content.
14. The District and Gonzalez do hereby agree to be responsible for and pay for each of their respective attorneys' fees incurred by the District and Gonzalez in connection with the negotiation of this Agreement.
15. Expressly as part of the consideration of this Agreement, Gonzalez does hereby, and for his heirs, executors, administrators, successors, and assigns, totally and completely, fully and finally, RELEASE, ACQUIT and FOREVER DISCHARGE the District and its employees, attorneys, and agents, the Board and each and every Board Member (both individually and in the Board Members' official capacity), past and current, of and from any and all claims, actions, causes of action, demands, rights, damages (including, but not limited to, consequential damages), costs, attorney's fees, expenses and compensation whatsoever, known or unknown, which Gonzalez had, has, or which may hereafter accrue on account of or in any way growing or arising out of Gonzalez's employment relationship with the District and/or relationship with the District's Board and/or each and every Board Member (both individually and in the Board Members' official capacities) past and present through the date of this Agreement. This release shall be effective upon the full and complete performance of the Board and the District with the terms and conditions contained in this Agreement. Without in any way limiting the scope

of this release, Gonzalez intends to release any claims for any rights which Gonzalez may have under any federal or state constitution, laws, rules, regulations, or public policy. Such constitutions, laws, rules, or regulations include, but are not limited to, the United States Constitution, the Constitution of the State of Texas, 42 U.S.C. §1983, Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, Title IX of the Education Amendments of 1972, Section 504 of the Vocational Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Fair Labor Standards Act, the Texas Workers Compensation Act, the Texas Commission on Human Rights Act, the Texas Labor Code, the Family and Medical Leave Act of 1993, the Older Workers Benefits Protection Act, and any further or other federal or state discrimination laws, employment laws or workers compensation or benefit laws, as now or hereafter enacted. Gonzalez acknowledges he has not assigned, sold, conveyed, or otherwise transferred any claim released in this Agreement.


16. Gonzalez further agrees, to the fullest extent permitted by law, to refrain from instituting, participating, unless court-ordered, prosecuting, pressing, or in any way aiding in the institution or prosecution of any lawsuit, whether State or Federal, claim, action, grievance, appeal or administrative proceeding against The District, its past, present and future trustees, employees, representatives, agents, attorneys, and assigns, both in either their individual or in their official capacities, for any claim or cause of action regarding, relating to or arising from any acts or events occurring before the date of execution of this Agreement by Employee. It is the express and unequivocal intent of Employee to release, to the fullest extent permitted by law all claims of any kind or character whatsoever that Employee has or might have against The District, its employees, agents, trustees, or representatives, whether current or former, all both in their official and in their individual capacities, up to and including the date of Employee's execution of this Agreement. The Parties expressly agree that nothing in this Agreement prohibits Employee from filing an administrative charge or complaint with the EEOC, or from participating in or assisting the EEOC in the investigation or processing of any such administrative charge. However, in the event Employee files or in any way participates in any charge, complaint, administrative investigation, or administrative proceeding, Employee hereby waives and releases Employee's right to recover monetary damages in any charge, complaint, administrative proceeding, or lawsuit filed by Employee or by any person or entity on Employee's behalf. Nothing herein prohibits Gonzalez or the Board from seeking to enforce the terms of this Agreement.
17. In consideration of the terms and conditions of this Agreement, the District hereby releases and discharges Dr. J.A. Gonzalez, his heirs, executors, administrators, successors, and assigns, from any and all claims, demands, actions, causes of action, obligations, damages, or liabilities of any kind, whether known or unknown, that the District may have or claim to have against Dr. Gonzalez arising out of, or in any way related to, his employment with the District or his separation from employment. This release includes, but is not limited to, any claims related to or arising under contract, tort, or any other theory of law; excluding, however, those claims or any causes of action where it is determined that Dr. Gonzalez committed a criminal act or official misconduct as defined by State law and a report is legally required to be made to the appropriate Governmental agency.

18. The Board, District, and Gonzalez agree and understand that this Agreement supersedes any and all prior oral or written agreements, arrangements, employment contracts, or understandings between the parties and, except as expressly set forth herein, terminates all rights of both parties relating to the Contract by and between Gonzalez and the District concerning service as Superintendent of the District. The release includes all contractual rights, liberty rights, constitutional rights, statutory rights, and any other rights or claims.
19. The Agreement constitutes the entirety of the understanding between all the parties hereto. The Agreement shall be binding upon all the parties hereto, their respective heirs, executors, administrators, successors, and assigns.
20. The Agreement is hereby deemed performable entirely in Cameron County, Texas, and shall be governed, construed, and enforced in accordance with and subject to the laws of the State of Texas. Mandatory and exclusive venue for any lawsuit or adjudicative proceeding brought by either party to the contract shall be in Cameron County, Texas.
21. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which shall constitute one document. All the parties hereto further agree that they shall execute any and all documents necessary to affect the intent and purposes of the Agreement. The Agreement may be modified or terminated only in writing, executed by all the parties hereto.
22. The President of the Board has been authorized to execute this Agreement on behalf of the District by action of a majority of a quorum of the Trustees present at a properly called and posted meeting on September 3, 2024.
23. In the event either party brings an action against the other party to enforce the terms and conditions of this Agreement, the losing party in such action agrees to pay the prevailing party reasonable attorney's fees and court costs, to be affixed by the court.
24. This Agreement is not and shall not be construed as an admission by either party of any allegation, assertion, or conclusion regarding the employment or cessation of employment of Superintendent with Harlingen CISD.
25. By signing below, Superintendent acknowledges that he has been advised of the right to consult with an attorney and has been provided with the opportunity to consult with the attorney of his choice regarding the terms and conditions of this Agreement.

[signatures to follow]


IN WITNESS WHEREOF, all the parties hereto have executed the Agreement in multiple originals to be effective from and after Sept. 3, 2024.

HARLINGEN CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: 

Greg Powers, President
Board of Trustees
Harlingen Consolidated Independent School
District

ATTEST:



Eladio Jaimez, Secretary
Board of Trustees
Harlingen Consolidated Independent School District

DR. JOSE A. GONZALEZ



Dr. Jose A. Gonzalez