



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

September 13, 2024

Ms. Sarah Cervera  
900 East Expressway  
Weslaco, Texas 78596

**Via E-Mail:** [sarah@krgv.com](mailto:sarah@krgv.com)

**Re: Request for Public Information from Sarah Cervera submitted to Harlingen CISD on September 3, 2024.**


Dear Ms. Cervera:

This firm is retained to represent the Harlingen Consolidated Independent School District, (hereinafter referred to as “Harlingen CISD” or “the District”), in regard to your Public Information request that was received by the District on September 3, 2024, regarding the employment contract for Dr. J.A. Gonzalez.

Please see the enclosed responsive records to your Public Information request. If you have any questions, please contact our office.

Sincerely,

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

  
Kayla G. Treviño

Enclosures: as stated.

cc: (w/o enclosures)

Dr. Veronica Kortan, *Interim Superintendent, Harlingen CISD*  
Mrs. Debbie Scogin, *Assistant Superintendent for Human Services, Harlingen CISD*

**VIA E-MAIL  
VIA E-MAIL**

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## Superintendent Term Contract

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This Contract is entered into between the Board of Trustees (the "Board") of Harlingen Consolidated Independent School District (the "District") and Jose A. Gonzalez, Ed. D. (the "Superintendent").

The Board and the Superintendent, for and in consideration for the terms stated in this Contract, hereby agree as follows:

1. **Term.** The Board agrees to employ the Superintendent on a twelve-month basis per school year, beginning April 16, 2024, and ending June 30, 2027. The Board and the Superintendent (the "Parties") may extend the term of this Contract by agreement.
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 or her 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. The Superintendent agrees to provide such notification in writing within seven calendar days of the event or any shorter period specified in Board policy.
  - 3.3 **False Statements and Misrepresentations:** The Superintendent represents that any records or information provided in connection with his or her employment application are true and correct. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination or nonrenewal, as applicable.
4. **Duties.** The Superintendent shall be the educational leader and chief executive officer of the District. The Superintendent agrees to perform his or her duties as follows:
  - 4.1 **Authority:** The Superintendent shall perform such duties and have such powers

as may be prescribed by the law and the Board. The Board shall have the right to assign additional duties to the Superintendent and to make changes in responsibilities or work at any time during the contract term. All duties assigned by the Board shall be appropriate to and consistent with the professional role and responsibility of the Superintendent.

4.2 **Standard:** Except as otherwise permitted by this Contract, the Superintendent agrees to devote his or her full time and energy to the performance of his or her duties. The Superintendent shall perform his or her duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal laws and rules, Board policy, and regulations as they exist or may hereafter be amended.

5. **Compensation.** The District shall pay the Superintendent an annual salary as follows:

5.1 **Salary.** The District shall pay the Superintendent an annual salary of THREE HUNDRED TEN THOUSAND DOLLARS AND NO/CENTS (\$310,000.00) beginning on the first anniversary of his employment, September 1, 2024. Prior to that date, his salary shall remain at THREE HUNDRED THOUSAND DOLLARS AND NO/CENTS (\$300,00.00). The annual salary shall be paid to the Superintendent in equal monthly installments consistent with the Board's policies. The Superintendent shall receive the same salary increase percentage, if any, approved by the Board as a general salary increase for the District's administrators.

(a) **Widespread Salary Reduction.** If the Board implements a widespread salary reduction under Texas Education Code Section 21.4032, the Superintendent's annual salary shall be reduced by the percent or fraction of a percent that is equal to the average percent or fraction of a percent by which teacher salaries have been reduced.

(b) **Furlough.** If the Board implements a furlough under Texas Education Code Section 21.4021, the Superintendent shall be furloughed for the same number of days as other contract personnel and the Superintendent's salary shall be reduced in proportion to the number of furlough days.

5.2 **Benefits:** The District shall provide benefits to the Superintendent as provided by state law and Board policies. The Board reserves the right to amend its policies at any time during the term of this Contract to reduce or increase these benefits, at the Board's sole discretion.

5.3 **Communications Allowance.** The District shall provide the Superintendent with a communications allowance (to cover all expenses, if any, for mobile telephone, PDA, and home internet access expenses) in the sum of THREE HUNDRED

DOLLARS AND NO/CENTS (\$300.00) per month. The Superintendent shall maintain a personal account for mobile telephone service, PDA, and home internet access ("Personal Accounts") and shall not open an account in the name of the District. The Superintendent shall have total responsibility for payment of the Personal Accounts, and the District shall have no obligation or responsibility related to such Personal Accounts other than the monthly payment to the Superintendent of the communications allowance stated herein.

- 5.4 **Civic Activities.** The Superintendent is encouraged to participate in community and civic affairs. The expense of these activities, subject to Board approval in advance, may be borne by the District.
- 5.5 **Professional Organizations.** The Superintendent shall devote the Superintendent's time, attention, and energy to the direction, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's active attendance and participation in appropriate professional meetings, seminars, conferences, or courses at the local, regional, state, and national level. 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 meetings, seminars, conferences, or courses. The District does hereby agree to provide in the District's budget per contract year an amount to be used for registration, travel, meals, lodging, and other related expenses. The District shall pay for the Superintendent's membership dues to the Texas Association of School Administrators and one other professional organization selected by the Superintendent.
- 5.6 **Residence in District.** As a condition of employment with the Harlingen Consolidated Independent School District, the Superintendent shall reside within the geographic boundaries of the District at all times while employed by the District.
- 5.7 **Travel Allowance.** The District shall pay the Superintendent a monthly travel allowance of ONE THOUSAND DOLLARS AND NO/CENTS (\$1,000.00). This allowance shall be paid to the Superintendent consistent with the Board's policies, and this amount includes and shall be in lieu of any mileage expense reimbursement, gasoline, or other vehicle upkeep charges associated with the Superintendent's travel within the boundaries of Education Service Center, Region 1.
- 5.8 **TRS Supplement.** 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") beginning on the first day of the Term and continuing

throughout 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.

**5.9 Supplemental Retirement Contribution.** Beginning on the effective date of this contract's first monthly payday, and continuing regularly thereafter on the District's monthly paydays of each succeeding month through the remainder of the term of this Contract and any extension and/or amendment thereto, the District shall add to the Salary of the Superintendent the amount of THREE THOUSAND SEVEN HUNDRED TWENTY-FIVE AND NO/CENTS (\$3725.00), and this amount shall be paid as a monthly salary deferral contribution, at the election of the Superintendent, to a plan established by the District under Section 403(b) and/or Section 457(b) of the Code. In the event the Superintendent executes a salary deferral agreement in accordance with the requirements of Sections 403(b) and/or 457(b) of the Internal Revenue Code (the "Code") in at least the amount of the Additional Salary, the Additional Salary shall be paid as a salary deferral contribution ("Salary Deferral Contribution"). Under and pursuant to applicable Internal Revenue Service rules, the Superintendent shall have the option to elect to receive the Additional Salary in cash rather than as a Salary Deferral Contribution. All such Salary Deferral Contributions contemplated herein shall be paid to a plan that is (i) established by the District under Section 403(b) and/or Section 457(b) of the Code; and (ii) available to all TRS members employed by the District. Such plans shall include investments as allowed under Sections 403(b), 403(b)(7), and/or 457(b) of the Code, respectively, and the investments for the Superintendent's accounts shall be solely at his discretion. The Superintendent shall always be 100% vested in his account under the 403(b) and/or 457(b) plan. The Salary Deferral Contributions contemplated herein shall be treated as salary deferrals under the Code and shall be reported as "creditable compensation" by the District for purposes of the Teacher Retirement System of Texas. No payments under this Section shall be made after the Superintendent's employment terminates.

**5.10 Performance Incentive.** The District may, at the Board's discretion, pay monetary incentives in lump sums up to TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000) per year for the 2024-2025, 2025-2026 and the 2026-2027 school years, if the Superintendent demonstrates exceptional performance based on performance by the Superintendent in his leadership role and the performance of the District, as well as on measurable performance indicators set forth in the Superintendent's performance evaluation as determined by the Board. The District will pay future performance bonuses, if awarded, to the Superintendent on July 1st at the end of the corresponding year. Nothing in

this contract shall be construed as granting any contract or other legal right or entitlement to any performance incentive payments.

5.11 **Leave.** The Superintendent is entitled to the same number days of vacation leave as authorized by Board policy for administrative employees on twelve-month contracts, the days to be taken in a single period or at different times, and shall be entitled to the same holidays and breaks as provided for other twelve month administrators in the Board's adopted calendar. The Superintendent is hereby granted the same discretionary leave benefits as authorized by the Board policies for administrative employees on twelve-month contracts. In addition, starting with the 2024-2025 school year, the Superintendent will be entitled to an additional twenty (20) days of local paid leave. The Superintendent shall be subject to the same schedule limitations on discretionary leave as set out in Board policy, except in extenuating circumstances as determined by the Board President. In addition, the Superintendent shall schedule vacation leave days at times that will least interfere with the performance of the Superintendent's duties and with advance written notice to the Board President.

5.12 **Unused Vacation, Local and State Leave-Supplemental Pay.** Starting with the 2024-2025 school year, the District agrees to pay the Superintendent for any accrued vacation, local and state leave days that the Superintendent has not used during his contract. The payment shall be made annually, beginning in 2025, on July 1" of each academic year of his contract. This payment shall be made in a lump sum computed on a per diem basis determined by dividing the Superintendent's current gross annual salary by Two Hundred Twenty-Six (226) days at the time that he requests the payment.

6. **Suspension.** In accordance with Texas Education Code Chapter 21, the Board may suspend the Superintendent without pay during the term of this Contract for good cause as determined by the Board.

7. **Termination and Nonrenewal of Contract.** Termination or nonrenewal of this contract, or resignation under this contract, will be pursuant to Texas Education Code Chapter 21.

8. **General Provisions.**

8.1 **Amendment:** This Contract may not be amended except by written agreement of the Parties.

8.2 **Severability:** If any provision in this Contract is, for any reason, held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. This Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been a

part of the Contract.

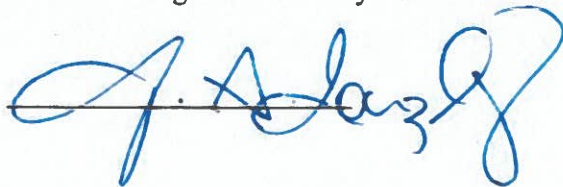
- 8.3 **Entire Agreement:** All existing agreements and contracts, both verbal and written, between the Parties regarding the employment of the Superintendent are superseded by this Contract. This Contract constitutes the entire agreement between the Parties.
- 8.4 **Applicable Law and Venue:** Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the district's administration building is located.
- 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.
- 8.6 **Legal Representation:** Both Parties have been represented by legal counsel of their choice, or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract.

9. **Notices.**

- 9.1 **To Superintendent:** The Superintendent agrees to keep a current address on file with the District's human resources office and the Board President. The Superintendent agrees that the Board may meet any legal obligation it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record.
- 9.2 **To Board:** The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

I have read this Contract and agree to abide by its terms and conditions:

Superintendent:

A handwritten signature in blue ink, appearing to be "J. Slaz", written over a horizontal line.

Jose A. Gonzalez, Ed. D.

Date signed: 4/22/2024

By: Belinda Reininger

Dr. Belinda Reininger, Board President  
Harlingen Consolidated Independent School District

Date signed: 4/22/24