

EAGLE PASS INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS §
 §
COUNTY OF MAVERICK §

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the EAGLE PASS INDEPENDENT SCHOOL DISTRICT (the "District") and GILBERTO GONZALEZ (the "Superintendent").

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

1. TERM

1.1 Employment. 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 term of four (4) years and two (2) weeks, beginning on June 14, 2012, and ending on June 30, 2016. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Agreement as permitted by state law.

1.2 No Right of Tenure. The Board has not adopted any policy, rule, regulation, law, or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the contract term.

2. EMPLOYMENT

2.1 Duties. The Superintendent shall faithfully perform the duties of the Superintendent of Schools for the District as prescribed by Section 11.201 of the Texas

Education Code and in the job description and as may be assigned by the Board, and shall comply with all Board directives, state and federal law, and District policy, rule, and regulations as they exist or may hereafter be adopted or amended.

The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, skill, and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties.

2.2 Professional Certification and Records. This Agreement is conditioned on the Superintendent providing the necessary certification and experience records, medical records, oath of office, and other records required for the personnel files or payroll purposes. Failure to provide necessary certification shall render this Agreement void. Any misrepresentation will be grounds for dismissal.

2.3 Reassignment. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's consent.

3. COMPENSATION

3.1 Salary. Commencing on June 14, 2012, the District shall provide the Superintendent with an annual salary in the sum of ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000.00). This annual salary rate shall be paid to the Superintendent in installments consistent with the Board's policies.

3.2 Salary Adjustments. At any time during the term of this Agreement, 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 salary set forth in Section 3.1 of this Agreement.

3.3 Other Benefits.

3.3.1 Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement consistent in accordance with District policy and procedure, if any, in place for the reimbursement of expenses incurred by District administrative employees.

3.3.2 Professional Growth. 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 reasonable attendance and participation in appropriate professional meetings at the local, regional, state, and national levels, as approved by the Board and not to exceed the budgeted amount per District fiscal year.

Reasonable and necessary professional dues for the Superintendent shall be borne by the District to a maximum of ONE THOUSAND DOLLARS (\$1000.00) per year.

3.3.3 Vacations, Holidays, and Sick Leave. The Superintendent may take the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times, at the Superintendent's option. The vacation days taken by the Superintendent will be taken at such time as he desires, taking into consideration the performance of the Superintendent's duties as set forth in the Agreement. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same number of illness benefits and leave as authorized by the Board policies for administrative employees on twelve-month contracts.

4. VIEW OF PERFORMANCE

4.1 Time and Basis of Evaluation. The Board shall formally evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this Agreement.

4.2 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies and state and federal law.

5. RENEWAL/NONRENEWAL

5.1 Renewal/Nonrenewal. Renewal or nonrenewal shall be in accordance with Board policy and applicable law.

6. TERMINATION OF EMPLOYMENT CONTRACT

6.1 Mutual Agreement. This Agreement may be terminated by the mutual agreement of the Superintendent and the Board in writing, upon such terms and conditions as may be mutually agreed upon. After the Superintendent has returned the signed contract, the Superintendent will not be released from this Agreement without the written consent of the Board.

6.2 Death, Retirement. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

6.3 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause as determined by the Board.

6.4 Consolidation. A determination by the Board that a consolidation of the District with one or more other school districts requires that this Agreement with the Superintendent be terminated during the term shall constitute good cause for dismissal.

6.5 Termination Procedure. In the event that the Board terminates this Agreement for good cause, the Superintendent shall be afforded all rights set forth in the Board's policies and state and federal law.

7. MISCELLANEOUS

7.1 Indemnity. To the extent allowed by law, the District agrees to defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, lawsuits, causes of action, and legal proceedings brought against the Superintendent in his official capacity as an agent and employee of the District or in his individual capacity provided the alleged incident forming the basis of the claim arose while the Superintendent was acting within the scope of his employment.

7.2 Controlling Law. This Agreement shall be governed by the laws of the State of Texas and is performable in Maverick County, Texas.

7.3 Amendment. This contract embodies the entire agreement between the parties and cannot be amended except by written agreement of the parties.

7.4 Savings Clause. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contract, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Agreement.

7.5 Rejection. This Agreement shall be considered rejected if not executed by the Superintendent and returned to the Board by April 13, 2012.

**EAGLE PASS INDEPENDENT
SCHOOL DISTRICT**

Deanna A. P. P.
Secretary, Board of Trustees

4/02/2012
Date

By: Lupita Fuentes
President, Board of Trustees

4/2/2012
Date

1420 Eidson Road
(Address)

Eagle Pass, TX 78852
(City, State, Zip Code)

SUPERINTENDENT

M Gonzalez
(Signature)

04/02/2012
Date

Gilberto Gonzalez
(Print Name)

2007 Fox Borough
(Address)

Eagle Pass, TX 78852
(City, State, Zip Code)

**ADDENDUM TO EAGLE PASS INDEPENDENT SCHOOL DISTRICT
SUPERINTENDENT'S EMPLOYMENT CONTRACT**

This Addendum is made part of and included in the employment contract between the Board of Trustees of the Eagle Pass Independent School District (the "District") and Gilberto Gonzalez (the "Superintendent") dated April 2, 2012 (the "Contract") as if fully set forth therein. Despite any language in the Contract to the contrary, the terms of this Addendum shall control.

1. Term: The Term set out in Paragraph 1.1 of the Contract shall be extended to end on June 30, 2020.
2. Salary: Commencing as of the date of this Addendum, the District shall provide the Superintendent with an annual salary in the sum of ONE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$165,000.00), together with an automobile allowance of TWO THOUSAND AND NO/100 (\$2,000.00) per annum for local travel.

All other Terms in the Contract shall remain in full force and effect as set out therein.

DATE: AUGUST 16, 2016

**EAGLE PASS INDEPENDENT
SCHOOL DISTRICT**

1420 Eidson Road
Eagle Pass, Texas 78852



Secretary, Board of Trustees

By:



President, Board of Trustees

SUPERINTENDENT



GILBERTO GONZALEZ

1695 Timber Valley
(Address)

Eagle Pass, TX
(City, State, Zip Code) 78852