

STATE OF TEXAS

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COUNTY OF GONZALES

**SUPERINTENDENT CONTRACT**

THIS CONTRACT is made and entered into by and between the Board of Trustees (the "Board") of the Gonzales Independent School District (the "District") and Dr. Elmer Avellaneda (the "Superintendent").

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated in the contract do hereby agree as follows:

1. The Board hereby employs the Superintendent for a term of five (5) years from January 1, 2024 and continuing through December 31, 2028.

2. This Contract is conditioned on the Superintendent providing the necessary certification and experience records, medical records, and other records required for district personnel files or payroll purposes according to district policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary certification shall render this Contract void. Any material misrepresentation may be grounds for dismissal.

3. The Superintendent shall serve as the Chief Executive of the District and shall perform the duties of Superintendent of Schools for the District as prescribed in state law, the job description, and as may be assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. Within one year of first employment, Superintendent shall establish a primary residence within the boundaries of the District and shall maintain residency within the District for the duration of this Contract. The Superintendent shall comply with all Board directives, state and federal law and rules, district policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Contract.

4. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties, but may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District.

5. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:

(a) The District shall provide the Superintendent with an annual salary in the sum of One Hundred and Eighty-Five Thousand Dollars (\$185,000.00). This annual salary rate shall be paid to the Superintendent in installments, consistent with the Board's policies.

(b) Other Benefits

(i) Expenses. The District shall pay or reimburse the Superintendent for reasonable expenses for out-of-district travel directly 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; such costs may include, but are not limited to: hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies.

(ii) Insurance. The District shall pay the same premiums for hospitalization, major medical insurance coverage for the Superintendent pursuant to the group health care plan(s) provided by the District for its full-time employees.

(iii) Vacations, Holiday, Sick Leave. During each contract year the Superintendent may take, at the Superintendent's choice, the greater of twenty (20) vacation days or the same number of days of vacation authorized by policies adopted by the Board for administrators on twelve-month contracts, if any, 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 least interfere with the performance of the Superintendent's duties as set forth in this Contract. Unused vacation days shall not accrue or rollover to the following contract year. At the end of each contract year, the District shall reimburse the Superintendent for up to ten (10) unused vacation days, using the Superintendent's current daily rate of pay. Amounts paid by the District for reimbursement of unused vacation days shall not be reported to TRS as creditable compensation. The Superintendent shall be afforded the same leave benefits and shall observe the same legal holidays and non-duty days as provided by Board policies and official calendars for administrative employees on twelve-month contracts.

(iv) Professional Growth. The Superintendent may attend and participate in appropriate professional meetings, courses, and seminars at the local, state and national level, with the consent of the Board. The District agrees to pay the dues and fees for the Superintendent to join professional and local civic organizations of his choice, as approved by the Board.

(v) Teacher Retirement System (TRS). 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 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.

(vi) Supplemental Performance Pay. In August of each contract year, the Superintendent shall be eligible to receive a performance incentive if the following conditions are met:

- (A) the Superintendent receives a satisfactory rating (meets expectations or better) on his annual performance review under the goals and objectives established by the Board for the previous school year; and
- (B) one or more state-rated Gonzales ISD campuses, based on state assessment results for the previous school year, achieves an “A” or “B” rating by the Texas Education Agency Accountability Rating System; and
- (C) no state-rated Gonzales ISD campus receives an “F” rating for the previous school year.

If the required conditions are met, a one-time, lump sum, supplemental payment for services rendered will be made to the Superintendent. For each campus that achieves an “A” rating, the Superintendent will receive \$5,000.00. For each campus that achieves a “B” rating, the Superintendent will receive \$2,500.00. If no ratings are provided by the Texas Education Agency for the given year, then the Board shall use other appropriate measures to determine if the Superintendent met the standards of performance.

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

7. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description. The evaluation meeting shall be held in closed executive session for the purpose of mutual evaluation of the performance of the District and the Superintendent. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation will include recommendations as to areas of improvements in all instances where the Board deems performances to be unsatisfactory. The Superintendent shall have the right to make a written response to the evaluation. The evaluation format and procedure shall be in accordance with the Board's policies, and state and federal law. The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The goals approved by the Board shall be specific, definitive and measurable.

8. The Board shall provide the Superintendent with periodic opportunities to discuss the Superintendent-Board relationship. Excluding complaints raised against the Superintendent, the Board, individually and collectively, shall refer all substantive criticisms and complaints called to the Board's attention to the Superintendent for study and appropriate action, and the Superintendent shall investigate such matters and inform the Board of the results of such efforts, as may be reasonably appropriate.

9. The Board may dismiss the Superintendent at any time for good cause in accordance with Texas law and Board policy.

10. This Contract shall be automatically terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

11. A determination by the Board that a consolidation of the district with one or more other school districts requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.

12. The Superintendent and the Board may agree in writing to terminate this Contract pursuant to any mutually agreed upon terms and conditions.

13. The Superintendent may resign, with the consent of the Board, at any time or as allowed by state law.

14. 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.

15. Upon Board request, the Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician acceptable to both the Board and the Superintendent, and to obtain a statement certifying that the Superintendent is physically able to perform his essential job functions with or without reasonable accommodation. This statement shall be filed with the President of the Board.

16. 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 provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. All existing Contracts and contracts, both verbal and written between the parties hereto regarding the employment of the Superintendent have been superseded by this Contract, and this contract constitutes the entire Contract between the parties. This Contract may not be amended except by written Contract of the parties.

17. The District shall defend, hold harmless, and indemnify Superintendent from any and all demands, claims, suits, actions, judgments, expenses, and attorney's fees incurred in any legal proceedings brought against Superintendent in his official capacity provided the incident(s) which is (are) the basis of any claim or lawsuit, in the sole judgment of the Board of Trustees, arose while Superintendent was acting within the course and scope of his employment with the District. This clause excludes criminal litigation and is limited by the authority of the District to provide such coverage under state law. The Superintendent hereby agrees to fully cooperate with the District and its authorized representatives in the handling of such claims, both during and after the term of employment with the District. The District may obtain insurance coverage to protect the Superintendent under this section. The District's obligation to provide a legal defense to the Superintendent under this paragraph survives the termination of this contract.

[SIGNATURES ON NEXT PAGE]

For the Board of Trustees:



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Ross Hendershot, Board President

DATE: 2/2/24

For the Superintendent:



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Dr. Elmer Avellaneda, Superintendent

DATE: 2/2/24