

40. Respondent's claim that he was not required to disclose his relationship with Linda Garza when recommending her promotion is not credible and is contrary to the requirements set forth in Board Policy DBD (Local).

41. Respondent's claim that he was not required to abstain from being involved in Linda Garza's 2023 promotion is not credible and is contrary to the requirements set forth in Board Policy DBD (Local).

47. Mr. Gonzalez, among other things, violated Standards 1.1, 1.4, 1.7, 1.10, 2.1, 2.2, 2.5, 2.6, 2.8, 3.1 and 3.3 of the Educators' Code of Ethics.

48. The evidence consistent with the Findings of Fact above establishes that each of the actions or failures to disclose listed above, individually or in conjunction, constitutes good cause for terminating Mr. Gonzalez's term contract.

49. The evidence and Findings of Fact above establish that each of the actions or failures to disclose listed in these Conclusions of Law, collectively or individually, constitutes good cause for terminating Mr. Gonzalez's term contract.

50. There is a preponderance of credible evidence supporting the termination of Respondent's contract.

51. Good cause exists to terminate Respondent's term contract as per Section 21.211 of the Texas Education Code and Respondent's contract.

Recommendation

IHE notes that for 4 days on January 15 through 18, 2024 at the UISD board room in Laredo, Texas, he faithfully and attentively, followed and listened to testimony and evidence adduced surrounding actions or in some cases, inactions for failing to disclose, of Respondent, Mr. Gonzalez. The IHE, in arriving at his recommendation herein, is the sole judge of the credibility

of the witnesses and the weight to be given their testimony. The findings of fact and conclusions of law supporting this recommendation are consistent with facts found by this IHE. Need to disclose, opportunity to uncover and revisiting the genuineness of evidence and findings, was dissected, and bantered back and forth in sometimes cumulative fashion before a truly *independent* hearing examiner appointed to listen, question, and dissect every point made. The destruction of the legitimate expectation of mutual trust with the school board and superintendent was in full display unfortunately. Reconciliation from the record is non-existent, but not the barometer for a “good cause” determination. Here, the IHE is tasked only with determining if “good cause” exists for the proposed termination. It does is the *only conclusion* warranted by the facts and their application to law.

The IHE so finds based on the facts and record of this case, that the school district has good cause to terminate the superintendent because, among other things, he failed to meet acceptable standards of conduct with respect to his relationship with the school board. His acts are inconsistent with the continued existence of the employer-employee relationship in this case. Good cause to terminate the term contract does exist.

After full and due consideration of the evidence, record, zealous and competent argument, and presentation on both sides, matters officially noticed, and the foregoing Findings and Conclusions of Law, in my capacity as Independent Hearings Examiner, it is hereby,

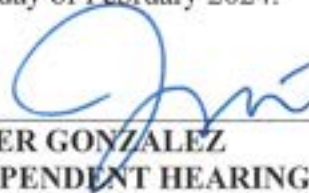
RECOMMENDED that the board of trustees of United Independent School District and any administrative personnel should in the future, refrain from requests and/or interactions with social media influencers other than in a professional role during working hours or discharging their roles as duly elected trustees of United Independent School District so as to avoid impropriety and

the appearance of impropriety and so as to act in a manner that promotes public confidence in the integrity and impartiality of their employment or service. It is further,

RECOMMENDED that the board of trustees of United Independent School District and any administrative personnel should in the future present reasonable growth plans in line with reasonable and accepted school board oversight customs, to its superintendents. It is further,

RECOMMENDED that the board of trustees of United Independent School District adopt the foregoing Findings of Fact and Conclusions of Law and enter an order consistent therewith that *good cause* exists to terminate David H. Gonzalez's contract with the District.

SIGNED FOR ENTRY AND ISSUED this 5th day of February 2024.



JAVIER GONZALEZ
INDEPENDENT HEARING EXAMINER

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