

AT-WILL EMPLOYMENT CONTRACT FOR DR. MICHAEL J. SANDROUSSI

This At-Will Employment Contract (the “Contract”) is made and entered into by and between the **GULF COAST COUNCIL OF LA RAZA, INC. D/B/A DR. M. L. GARZA-GONZALEZ CHARTER SCHOOL BOARD OF TRUSTEE**, (hereafter “Dr. M. L. Garza-Gonzalez Charter School Board”, “The Board”, or Charter School”) and **DR. MICHAEL J. SANDROUSSI**, (hereafter “Dr. Sandroussi”, “Superintendent” or “Employee”).

1. TERM

1.1 **The Term.** The Dr. M. L. Garza-Gonzalez Charter School Board of Trustees hereby extends employment of Dr. Michael Sandroussi as Superintendent of Dr. M. L. Garza-Gonzalez Charter School for a term commencing **February 20, 2023, and ending February 20, 2024**. Any future extensions are to be in writing by mutual agreement signed by both parties, and subject to the Employee passing all mandatory criminal history background checks required by Texas law for employment at an open-enrollment charter school.

1.2 **No Tenure.** This is an “At-Will” employment contract to serve as Superintendent. No right of tenure is created by this Contract. No provision of the Contract shall be intended or construed to grant any right of tenure of guaranteed employment. The Board has not adopted any policy, rule, regulation, or practice of providing tenure. No property interest, express or implied, is created in continued employment. Unless otherwise required by law, the provisions of Chapter 21 of the Texas Education Code do not apply to this employment agreement.

2. EMPLOYMENT

2.1 **General Duties.** The Superintendent shall report directly to the Dr. M. L. Garza-Gonzalez Charter School Board of Trustees. The Superintendent shall serve as Chief Administrative Officer of the Dr. M. L. Garza-Gonzalez Charter School. As Superintendent of the Dr. M. L. Garza-Gonzalez Charter School, the Employee’s duties and responsibilities shall include, but are not limited to:

1. Managing the day-to-day operations of the charter school;
2. Developing a proposed school district budget for approval and adoption by The Board for the 2023-2024 school year;
3. Ensuring all charter school employees comply with all state and federal laws and regulations applicable to an open-enrollment charter school;
4. Ensuring that all academic, financial and student attendance data required by the Texas Education Agency are collected and timely submitted to any applicable government agency; *(Report To The Board Student Attendance At Regular Board Meetings.)*
5. Ensuring all teacher plans use appropriate instructional strategies, activities, materials, and equipment that accommodate individual needs of students;
6. Ensuring that all school employees adhere to all Code of Ethics as may be adopted by The Board and TEA;
7. Submission of recommendations for proposed amendments and modifications to board policies as appropriate;

8. Ensuring that all charter school employees maintain a professional relationship with all students, staff, parents, colleagues, and community members;
9. Attendance at all school board meetings as requested by The Board;
10. Ensuring implementation of instructional strategies, goals and objectives as needed for students to perform satisfactorily on all federal and state-mandated academic achievement tests;
11. Ensuring compliance with all governmental codes, rules, and regulations for student health and safety;
12. Ensuring that all payroll, expense vouchers, and vendor invoices submitted for payment are reviewed for validity and accuracy by the Budget & Finance Department prior to payment;
13. Ensuring all TEA required reports are accurate and submitted on time;
14. Ensuring all hired employees, contractors and subcontractors for the charter school have been properly screened for criminal history and fingerprinted in accordance with state law;
15. Providing any and all assistance, support, and cooperation as may be requested in all pending or threatened legal claims, demands, disputes, actions, and legal proceedings by or against Dr. M. L. Garza-Gonzalez Charter School;
16. Ensuring adequate security for students and staff to include patrolling and maintaining all hallways, classrooms, restrooms, cafeteria, parking lots and common areas during school operation hours as needed;
17. Developing appropriate evaluation mechanisms to monitor and document the progress and/or performance of teachers and other employees;
18. Managing and overseeing all promotion and fundraising activities for the benefit of the charter school to include, but not limited to, researching, funding, preparing, maintaining, and managing present and future Federal and State grants administered by TEA;
19. Recommending to the school board for board action and approval any candidate for a professional position prior to final selection of that candidate for employment;
20. Recommending to the school board for board action and approval any employment termination prior to the final decision to terminate any employee;
21. Ensuring that all funds received from the Texas School Foundation Program are used solely for the benefit of the charter school, the students, and for other school-related purposes that are lawful under state law; and
22. Ensuring that all property acquired with the use of government funds are used solely for the benefit of the school and students as permitted by state law.

3. COMPENSATION

3.1 **Salary.** This employment engagement shall expire on February 20, 2024, unless otherwise: (1) terminated earlier by either party or (2) extended in writing by mutual agreement of the parties. Employee shall receive an annual salary of \$100,000.00. All employees are paid bi-monthly on the 15th and last business day of each month. When a designated payday falls on a weekend (Saturday or Sunday) or a holiday then payment will be made on or before the next business day that is not a weekend or holiday.

3.2 **Health, Life and Dental Insurance.** The parties mutually agree that health, dental and life insurance benefits shall not be paid for nor provided to Employee by Dr. M. L. Garza-Gonzalez Charter School during the term of this employment agreement.

3.3 **Vacation.** The Superintendent may take, at the Superintendent's choice, and subject to Board approval, one day per month during the term of this Contract. The vacation days taken by the Superintendent will be taken at such time or times it will least interfere with the performance of the Superintendent's duties as set forth in this contract. At the time of termination of this Contract, the Superintendent is entitled to be paid at his daily rate of pay for any accumulated unused vacation days accrued during the term of this Contract.

3.4 **Travel Expense Reimbursement.** All reimbursement for travel-related expenses shall be governed and provided pursuant to the policies and procedures set out in the current Dr. M. L. Garza-Gonzalez Charter School Employee Handbook. Employee shall receive a mileage reimbursement of 65.5 cents (65.5¢) per mile for required and necessary travel to attend all school-sponsored and school-related activities. Taxi fares, bus fares, and automobile parking to attend school-related events and activities will be reimbursed at a rate not to exceed the State and Federal allowable rates. Employee may also receive a per diem at the Federal and State maximum mandated rates for meals and room accommodations as specified in the current Employee Handbook.

3.5 TRS Surcharge Payments. As a condition of this employment agreement, any and all surcharges is being satisfied by the district as per the Texas Teacher Retirement System guidelines.

4. **REVIEW OF PERFORMANCE**

4.1 **Time and Basis of Evaluation.** The Board shall evaluate and assess in writing the performance of the Superintendent prior to the end of this contract term. The Superintendent's evaluation instrument and process shall be developed and/or revised by The Board with input from the Superintendent and shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description.

4.2 **Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall always be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit The Board or the Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

5. **SUSPENSION**

Employee expressly and explicitly agrees The Board may suspend the Superintendent with or without pay and with or without good cause during the term of this Contract.

6. **TERMINATION OF EMPLOYMENT**

6.1 **At-Will Employment.** All employees of Dr. M. L. Garza-Gonzalez Charter School are At-Will employees whose employment may be terminated at any time for any reason with or without good cause. As Superintendent, Dr. Sandroussi expressly agrees that he is employed on

an At-Will basis, and the employee's employment may be terminated for any reason whatsoever, with or without cause, at the discretion of the Dr. M. L. Garza-Gonzalez Charter School Board of Trustees.

6.2 **Mutual Agreement.** Either party has the absolute right to terminate this contract prior to the expiration of the contract term, upon thirty (30) calendar days written notice to the other party.

6.3 **Retirement or Death.** This Contract shall terminate upon the retirement or death of the Superintendent.

7. MISCELLANEOUS

7.1 **Indemnification.** To the extent permitted under applicable Texas law, Dr. M. L. Garza-Gonzalez Charter School agrees to defend and indemnify Employee from any and all demands, claims, and causes of action incurred in any legal proceeding brought against the employee that may rise in the future from any act or omission while acting within the course and scope of his employment as Superintendent. However, indemnification shall not be provided for any demand, claim, suit, cause of action, or judgment in which it is alleged that the employee (1) committed official misconduct, (2) violated any school board policy, (3) violated any local, state, or federal law, rule, ordinance, or regulation, or (4) committed any act or omission constituting gross negligence, breach of fiduciary duty or bad faith. The selection of the employee's legal counsel shall be by mutual agreement of Dr. M. L. Garza-Gonzalez Charter School Board of Trustees and the employee if such legal counsel is not also Dr. M. L. Garza-Gonzalez's legal counsel. A legal defense may be provided through insurance coverage, in which case the legal counsel provided for the employee will depend on the terms of the applicable insurance policy.

7.2 **Mediation.** Should any dispute arise involving any term, condition or other aspect of this agreement, the parties agree to submit the dispute to a mediator for mediation in an attempt to resolve the dispute in good faith prior to instituting any lawsuit or court proceeding. Each party agrees to pay one-half of the cost of a mediator who shall be selected by mutual agreement of the parties.

7.3 **No Waiver of Immunity.** Except as expressly provided in this contract, this agreement does not waive any immunity from suit or liability that Dr. M. L. Garza-Gonzalez Charter School, the Gulf Coast Council of La Raza, Inc., as the holder of the charter contract with the State of Texas to operate the charter school, and their officers, directors, employees, volunteers, and agents may have under any existing law, statute, or constitution of the State of Texas and/or the United States, including the payment of reasonable attorney fees.

7.4 **Controlling Law.** This Contract shall be governed by the laws of the State of Texas.

7.5 **Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

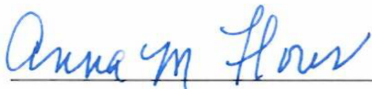
7.6 **Conflicts.** In the event of any conflict between the terms, conditions, and provisions of the Employment Contract and the provisions of The Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Contract shall take precedence over the contrary provisions of The Board's policies or any such permissive law during the term of the Contract.

7.7 **Savings Clause.** 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 in this Contract, and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of Dr. Sandroussi have been superseded by this Contract, and this Contract constitutes the entire agreement between the parties unless amended pursuant to the terms of this Contract.

SIGNATURES:

DR. M. L. GARZA-GONZALEZ CHARTER
SCHOOL BOARD CHAIR

DR. MICHAEL SANDROUSSI
SUPERINTENDENT

By: 
Anna Flores, Board Chairwoman

By: 
Dr. Michael Sandroussi

Date: February 20, 2023

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