

STATE OF TEXAS

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COUNTY OF HIDALGO

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## EDCOUCH-ELSA SUPERINTENDENT EMPLOYMENT CONTRACT

THIS AGREEMENT is made and entered into this, the 28<sup>th</sup> day of February 2007 by and between the Board of Trustees (the "Board") of the Edcouch-Elsa Independent School District (the "District") and MIKE SANDROUSSI (the "Superintendent").

### WITNESSETH:

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:

### I. Term

- .1 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 a term of four (4) years ending on June 30, 2011. The District may, by action of the Board, and with the consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

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.

### II. Employment

- 2.1 **Duties.** The Superintendent is the chief executive of the District and shall faithfully perform the duties of the Superintendent of School for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, district policy, rules, and regulations as they exist or may hereafter be amended. Specifically, it shall be the duty of the Superintendent to recommend for employment all professional employees of the District subject to employment practices outlined in EEISD Board Policies. It shall be the further duty of the Superintendent to employ personnel consistent with the Board's policies. It shall be the further duty of the Superintendent to direct, assign, reassign, and evaluate all of the employees of the District consistent with Board policies and federal and state law. It shall be the further duty of the Superintendent to organize, reorganize, and arrange the staff of the District, and to develop and establish administrative regulations, rules, and procedures which the Superintendent deems necessary for the efficient and effective operation of the District consistent with the Board's lawful directives, the Board's policies, and state and federal law. It shall be the further duty of the Superintendent to accept all resignations of employees of the District consistent with the Board's policies, except the Superintendent's resignation, which must be accepted by the Board. The Superintendent shall perform the duties of the Superintendent of Schools for the District with reasonable care, diligence, skill, and expertise.

- 2.2 **Professional Certification.** The Superintendent shall at all times during the term of this Contract, and any renewal or extension thereof, hold and maintain a valid certificate required of a superintendent by the State of Texas and issued by the State Board for Educator Certification and any other certificates required by law.
- 2.3 **Reassignment.** The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's express written consent.
- 2.4 **Board Meetings.** The Superintendent shall attend, and shall be permitted to attend, all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's Contract, or the Superintendent's job performance or evaluation, or for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.
- 2.5 **Criticisms, Complaints, and Suggestions.** The Board, individually and collectively, shall refer all substantive criticisms, complaints, and suggestions 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.
- 2.6 **Indemnification.** The District shall defend, hold harmless and indemnify the Superintendent regarding any claims, demands, duties, actions or other legal proceedings against the Superintendent for any act or failure to act involving the exercise of judgment and discretion with the normal course and scope of the Superintendent's duties as Superintendent of the District, to the extent and to the limit permitted by law. This paragraph does not apply if the Superintendent is found to have acted with gross negligence or with intent to violate a person's clearly established legal rights, or to have engaged in criminal conduct. The District, may, at its sole discretion, fulfill its obligation under this paragraph by purchasing appropriate insurance coverage for the benefit of the Superintendent. No individual member of the Board shall be personally liable for indemnifying or defending the Superintendent under this paragraph. The District's obligation to indemnify, defend and hold the Superintendent harmless under this paragraph survives the termination of this contract.

### III. Compensation

- 3.1 **Salary.** The District shall provide the Superintendent with an annual salary in the sum of One Hundred Sixty Thousand Dollars (\$160,000.00). This annual salary rate shall be paid to the Superintendent in equal installments consistent with the Board's policy.
- 3.2 **Salary Adjustments.** At any time during the term of this Contract, 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 pursuant to Section 3.1 of the Contract except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to a lawful Board resolution. In such event, the parties agree to provide

their best efforts and reasonable cooperation to execute a new contract incorporating the adjusted salary. Any adjustment of the Superintendent's salary will become effective immediately after an adjustment in pay is determined by the Board.

### **3.3 Other Benefits.**

#### **A. Automobile Expense Benefit**

The District shall provide the Superintendent with an automobile allowance in the sum of One Thousand Five Hundred Dollars (\$1,500.00) per month for travel in Region I. Travel to destinations outside of Region I will be paid for or reimbursed by the District.

#### **B. Mobile Phone Expense Benefit**

The District shall provide the Superintendent with a mobile phone allowance in the sum of One Hundred Dollars (\$150.00) per month.

#### **C. Health/Dental/Cancer/Disability Insurance Benefits**

The District shall pay the premiums, under the top plans offered by the District, for hospitalization, major medical, and dental coverage for the Superintendent and his children pursuant to the group health care plan provided by the District for its employees. The district will also pay the premium, under the top plan, for cancer and disability insurance for the Superintendent.

#### **D. Professional Legal Liability/Life Insurance Benefits**

The District shall obtain and pay premiums for a Professional Legal Liability Insurance policy with coverage in the sum of Two Million Dollars (\$2,000,000) with the Superintendent as the named insured. The District shall also pay premiums for a Life Insurance policy with coverage in the sum of One Million Dollars (\$1,000,000) for the Superintendent.

#### **E. Professional Growth Benefits**

The District shall pay the Superintendent's membership dues to the Texas Association of School Administrators (TASA), as well as two other memberships necessary to maintain and improve the Superintendent's professional skills. The District shall bear the reasonable costs and expenses for such attendance or membership to conferences as required for professional growth.

#### IV. Annual Performance Goals

- 4.1 **Development of Goals.** 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 the Board shall at all times be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

#### V. Review of Performance

- 5.1 **Time and Basis of Evaluation.** The Board shall evaluate and assess in writing the performance of the Superintendent of each year during the term of this Contract ("Superintendent's Evaluation"). The Superintendent's evaluation instrument and process shall be developed and/or revised with input from the Superintendent and shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent as outlined in the Superintendent's job description.
- 5.2 **Confidentiality.** Unless the Superintendent expressly requests otherwise in writing, the evaluation of the Superintendent shall at all times 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.
- 5.3 **Evaluation Format and Procedures.** The evaluation format and procedure shall be in accordance with the evaluation instrument selected by the Board in accordance with the provisions of Article V of this Contract, the Board's policies, and state and federal law. In the event the Board deems that the evaluation instrument, format and/or procedure is to be modified by the Board and such modification would require new or different performance expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

#### VI. Renewal or Nonrenewal of Employment Contract

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

#### VII. Termination of Employment Contract

- 7.1 **Mutual Agreement.** This Contract shall 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.
- 7.2 **Retirement or Death.** This Contract shall be terminated upon the retirement or death of the Superintendent.

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

**VIII. Miscellaneous**

**8. Controlling Law.** This Contract shall be governed by the laws of the State of Texas and shall be performable in Hidalgo County, Texas, unless otherwise provided by law.

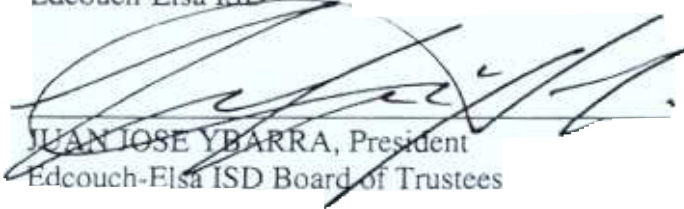
**8.2 Complete Agreement.** This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties, except as expressly provided herein.

**Conflicts.** In the event of any conflict between the terms, conditions, and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, the, 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.

**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 thereof, 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 the Superintendent 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.



**MIKE SANDROUSSI, Superintendent of Schools**  
Edcouch-Elsa ISD



**JUAN JOSE YBARRA, President**  
Edcouch-Elsa ISD Board of Trustees

**ATTEST:**



**Saul Garcia, Secretary**  
Edcouch-Elsa ISD Board of Trustees