

## CONTRACT OF SUPERINTENDENT

This employment contract is entered into by and between the GOVERNING BOARD OF THE MAMMOTH-SAN MANUEL UNIFIED SCHOOL DISTRICT #8, Pinal County, Arizona, hereinafter called "Board" and "District," respectively, and, John Ryan, Superintendent".

The Board and Superintendent believe that the educational program of the District will benefit from a Board-Superintendent relationship in which the respective roles of the parties are clearly defined and in which the Superintendent is provided the resources necessary for the effective administration and implementation of Board policies. The Board and Superintendent, in consideration of the foregoing, agree as follows:

### 1. TERM

Board employs Superintendent and Superintendent accepts employment as District Superintendent, a full-time position, for a three-year term commencing on **July 1, 2013, and ending June 30, 2016.**

Notwithstanding the above, any per diem (daily rate of pay) calculation of pay which may be required shall be based upon a 241 day work year (261 days minus the annual allotment of 20 vacation days pursuant to paragraph 5[E]).

### 2. PROFESSIONAL, CERTIFICATION AND RESPONSIBILITIES

#### A. Certification

Superintendent shall hold and maintain throughout the term of this Agreement a valid Administrative Certificate issued by the State of Arizona, and a valid fingerprint clearance card.

#### B. Principal Duties

Superintendent agrees to administer such grade(s) or subjects(s) at any school site and to perform all other duties assigned by the Board and its administrators. Superintendent agrees to faithfully perform all duties assigned in accordance with law, Board policies and administrative regulations now in force and as modified during the contract term. Superintendent further agrees to be subject to performance evaluation, including but not limited to, any evaluation established by the Board. Current Board policies and administrative regulations as they exist and as modified are incorporated into this contract. Nothing contained herein shall be construed as a limitation on the Board's ability to evaluate, discipline, suspend (with or without pay), non-renew, or dismiss Superintendent for immoral or unprofessional conduct, inadequate classroom performance, violation of Board policies/administrative regulations, or other reasons constituting "cause". The Board has agreed that the district will pay additional stipends to others in the district as incentives to help the principal fulfill these duties.

#### C. Superintendent Duties

Superintendent shall devote himself full-time to be the Chief Executive Officer of the District and shall have, under the direction of the Board, general

supervision and management of all the District schools and all the District personnel.

Superintendent shall perform those duties set forth in, and be subject to, the written policy of the Board, and those obligations imposed by the law of the State of Arizona upon the Superintendent. Superintendent shall direct and assign teachers and other employees of the schools under his supervision, shall assign pupils to grade levels and buildings, shall organize, reorganize, and arrange the administrative and supervisory staff, both instructional and non-instructional, as best serves the District, shall recommend all personnel for initial employment and make recommendations with respect to the renewal, non-renewal, layoff, and termination of existing employees, shall serve as the primary spokesperson for the District in dealing with the public and the news media, shall have the authority to receive and respond to complaints regarding

District staff or operations, shall from time to time suggest amendments or additions to policies and shall establish regulations, rules and procedures deemed necessary for the well-being of the District and, in general, perform all duties incident to the office of Superintendent and such other duties as may be prescribed by the Board from time to time.

The Board, collectively and individually, shall refer promptly all criticisms and complaints to the Superintendent. In performing these duties on behalf of the Board, the Superintendent shall have the authority to consult with legal counsel or other professional advisors as may be reasonably necessary, subject to any limitations imposed by the Board.

It is expressly understood and agreed that the performance of the duties of Superintendent may require Superintendent to work outside normal business hours and at non-school locations. Superintendent shall have the right to attend all Board meetings and all Board and citizen committee meetings, serve as an ex-officio member of all Board committees, and provide administrative recommendations on each item of business considered by each of these groups. Superintendent, in his discretion, and to the extent permitted by law, may delegate to other school personnel the exercise of any powers and the discharge of any duties imposed upon the Superintendent.

### 3. PROFESSIONAL GROWTH

The Board encourages the continuing professional growth of Superintendent through his participation in:

- A. The operations, programs, and other activities conducted or sponsored by local, state and national school administrator and school board associations.
- B. Seminars and courses offered by public or private educational institutions.
- C. Informational meetings with other persons whose particular skills or background would serve to improve the capacity of Superintendent to perform his professional responsibilities for the Board.

In its encouragement, the Board shall allow up to five (5) days annually with pay for Superintendent to participate in such professional growth activities, and shall pay for the reasonable and necessary fees, tuition, travel (not including vehicle expenses), food and

lodging expenses incurred by reason of such participation, up to a maximum of \$3,000 per contract year. Additional release time and funds for professional growth activities may be granted by the Board upon request of Superintendent.

#### 4. SALARY

The Board agrees to pay Superintendent a base salary of \$ with % of that salary amount (\$5000.00) designated as performance pay for the period of July 1, 2013 through June 30, 2014. The base salary of \$ shall be paid in installments once every two weeks in the same manner as other certified employees. The performance pay amount shall be payable only if and to the extent that Superintendent satisfies the criteria for performance pay as indicated in the performance pay plan and attached to this contract as Exhibit A. The performance pay criteria consist of mutually agreed upon performance goals developed by the Board and the Superintendent. Superintendent shall have earned his performance pay if a majority of the Board members determine that he has attained his performance goals for the period July 1, 2013 through June 30, 2014.

The Principal/Superintendent Contract will continue for the 2014-15 and 2015-2016 school years with a salary of \$ with % of that salary (\$5000.00) designated as performance pay. The base salary of \$ shall be paid in installments once every two weeks in the same manner as other certified employees. Performance pay will be tied to attainment of performance goals mutually agreed upon by the Board and Superintendent with attainment of the performance goals determined by a majority of the Board. No later than June 11, 2013, the Board and Superintendent shall develop a mutually agreed upon performance pay plan for 2013-14 that shall comply with existing Arizona law. No later than June 1, 2014, the Board and Superintendent shall develop a mutually agreed upon performance pay plan for 2014-15 that shall comply with existing Arizona law. If the parties cannot agree on a performance pay plan for 2014-2015 and/or 2015-16, the performance pay plan for 2013-14 will remain in place provided the plan is not prohibited by law. The Board may adjust Superintendent's/Principal's base salary during the 2014-15 and the 2015-2016 fiscal years. Any adjustment in base salary shall be within the range of salary adjustments provided for other certificated administrators.

Any adjustment in compensation made during the term of this contract shall be in the form of a written amendment and shall become part of this contract. The Board may not reduce the total compensation and benefits provided herein unless there is a pro-rata reduction in the salary of other certificated personnel.

#### 5. OTHER COMPENSATION AND BENEFITS

##### A. Arizona State Retirement

The Board shall pay the employer's share of Arizona State Retirement System contributions as required by law.

##### B. Group Insurance

The Board shall provide and pay the premiums for the lowest deductible health and dental plans coverage being provided to certified staff members, however, the Board reserves the right to change its method of providing insurance during the term of this contract, as long as there is a substantial equivalency of coverage before and after such change. Alternatively, the Superintendent may

choose to select a family option and pay the difference in the cost of premiums between single and family coverage.

C. Life Insurance

District shall pay for a \$100,000 term life policy.

D. Holidays

Superintendent will be entitled to the same paid holidays as other twelve-month administrative employees under existing Board policy.

E. Vacation

Superintendent shall accrue vacation leave at the rate of 20 days per calendar year, as per Board policy. Vacation leave days shall be fully paid leave, and may be used at the discretion of Superintendent barring extraordinary and compelling circumstances requiring his continued presence at his place of work. Upon separation from employment, the Board shall compensate Superintendent at his current per diem rate of pay for all such vested, accrued and unused vacation leave, according to board policy.

F. Professional Dues

The Board shall pay for Superintendent's dues of \$500.00 per year to join professional organizations of his choosing. Superintendent shall not be obligated to the Board for the portion of any dues attributable to the period following separation from employment.

G. Mobile Telephone

The Superintendent will be required to supply his own mobile telephone and will be responsible for costs associated with both personal and business use of such telephone. For the purpose of this paragraph, costs associated with the mobile telephone include purchase, maintenance and repair, fixed monthly charges, and airtime charges for all telephone calls. The Superintendent shall not request reimbursement for any of the costs specified above. In consideration of the fact that the Superintendent will incur significant costs related to continued business use of his mobile telephone that will not be reimbursed, the District agrees to pay to the Superintendent, in addition to the salary set forth in paragraph 4 above, a mobile telephone stipend in the amount of Fifty (\$50.00) Dollars per month during the term of this contract.

H. Miscellaneous Benefits

In addition to the benefits mentioned above, Superintendent shall be entitled to all benefits which are provided to other administrative employees of the District and which do not duplicate the above, including but not limited to sick leave, personal leave, and other leaves, insurances, deferred compensation plans, and parking privileges.

6. EXPENSES

A. In light of the unique nature of the professional duties of the Superintendent, which require attendance at many meetings and functions at different school

buildings, at non-school locations, and after normal business hours, the Board shall assume the cost of such transportation through the following method:

1. The Board will offer a vehicle stipend of \$8,000.00 per year to the Superintendent in lieu of furnishing a vehicle. Such stipend includes compensation for all vehicles expenses such as maintenance, insurance, tires, and gas.

**B. Other Expenses**

The Board may provide Superintendent with a credit card or credit cards for the payment of any reasonable expenses necessary incurred in performing services under this contract, including travel-related expenses with the exception of vehicle related expenses. Amounts charged for such purposes shall not exceed \$2,500.00 annually (calendar year) without prior authorization of the Board. Such use of District credit cards is not extended for personal, non-District-related expenses.

The Board shall promptly, and not less than monthly, reimburse Superintendent for all necessary and reasonable expenses incurred on school-related business, upon written statements signed by the Superintendent and submitted to the District.

**7. PROFESSIONAL LIABILITY**

The Board will provide professional liability insurance coverage protecting Superintendent from liability from claims, suits, actions and legal proceedings brought against Superintendent in his official capacity and as an agent or employee of the school district and while acting within the scope and course of said employment. The minimum amount of such coverage shall be \$1 million per occurrence/\$3 million aggregate. This paragraph shall not be construed to require the purchase of additional insurance if a general school district liability policy is already in effect having at least the above minimum coverages. Such liability insurance shall extend to the insurance carrier limits beyond the termination of this contract period or termination of employment.

The Board further will defend, indemnify, and hold harmless Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual or official capacity as agent and employee of the School District, arising from acts or omissions occurring while Superintendent was acting within the scope and course of his employment.

**8. EVALUATION**

The Board shall evaluate the Superintendent annually, but no later than December 31, in accordance with its adopted procedures and with the then current Arizona School Board Association Superintendent Evaluation instrument.

**9. CONTRACT RENEWAL**

This contract may be renewed by agreement of the Superintendent and majority vote of the Board of Education according to state statute on contract extensions.

**10. TERMINATION**

This Employment Contract may be terminated by:

A. Mutual agreement of both parties.

B. Discharge for cause.

Discharge for cause shall constitute conduct, which is seriously prejudicial to the District as determined by the Governing Board. Discharge for cause does not include mere mistakes of judgment, which do not seriously impact the Superintendent's/Principal's ability to conduct the affairs of the district or for matter related to Arizona State Mandatory Reporting Laws.

Notice of discharge for cause shall be given in writing and Superintendent shall be entitled to appear before the Board to discuss such cause.

If Superintendent chooses to be accompanied by legal counsel at such meeting, he shall bear any costs therein involved. Such meeting shall be conducted in executive session or in a public meeting, at the option of the Superintendent. The Superintendent shall be provided a written decision describing the results of the meeting.

The Board may, at its discretion, suspend the Superintendent from his duties, with pay and all other employment benefits; upon the Board's giving the Superintendent notice of its intent to terminate this Contract and incorporating in said notice a statement of the specific reasons for said termination. All salary and benefits shall terminate as of the actual date of dismissal.

C. Unilateral termination by Governing Board

The Board may with 60 days notice unilaterally terminate Superintendent's/Principal's Contract without cause. In the event of such unilateral termination, the Board shall pay to Superintendent as severance pay, a lump sum payment equal to the balance of the contract salary due, not including benefits for the remainder of this Contract. In addition, the Superintendent shall be paid at his per diem rate of pay for all vested and accrued but unused vacation/sick days per policy.

11. SEVERABILITY

If a court of competent jurisdiction finds that any portion of this Contract is illegal under state or federal law, the remainder of the Contract shall remain in full force and effect for the full duration thereof.

12. GOVERNING LAW

Arizona law governs this Contract and any action to enforce its provisions shall be brought in Pinal County Superior Court, Florence, Arizona.

13. EXCLUSIVE TERMS

This Contract contains all terms agreed upon by the parties with respect to the subject matter of this Contract. This Contract supersedes all prior written or verbal agreements,

negotiations and communications. This Contract may not be modified except by written agreement signed by the Governing Board and the Superintendent.

This Contract has been authorized and approved by the Governing Board in a legally convened meeting on

Signed by:

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Superintendent

Board:

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President

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Member

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Member

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Member

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Member