

# **AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

## **CONTRACT OF EMPLOYMENT OF SUPERINTENDENT**

This Contract of Employment of Superintendent (“Contract”) is entered into this 8th day of May, 2012, between Amphitheater Unified School District No. 10 of Pima County, Arizona (the “District”), through its Governing Board (the “Board”), and Patrick Nelson (the “Superintendent”).

The Board and the Superintendent believe that the educational program and mission of the District will benefit directly from a Board-Superintendent relationship in which the respective roles of the parties are clearly defined and in which the Superintendent is provided with the resources necessary for the effective administration and implementation of Board policies. In mutual consideration of the promises and covenants included in this Contract, the parties agree as follows:

### **1. DUTIES AND RESPONSIBILITIES:**

The Superintendent agrees, during the term of this Contract, to faithfully perform the duties and obligations as Superintendent of the District and as executive head of the administration of the District, including, but not limited to, those duties and obligations imposed by the laws of the State of Arizona, the policies of the Board, and the administrative regulations of the District. The Superintendent shall have, under the direction of the Board, general supervision and management of all the District schools and facilities. The Superintendent shall act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board as to administrative action taken on the Board’s behalf. The Superintendent shall recommend, effect, or cause to be effected, the policies and programs of the Board as they may be adopted and revised.

Provided that such action occurs in compliance with applicable law, Board policies, and is not contrary to any specific action or directive of the Board, the Superintendent shall have the authority and responsibility to organize, reorganize, and arrange administrative, supervisory and other staff positions within the District, and the authority and responsibility to place and transfer personnel within the District. The Superintendent shall make recommendations of the hiring and termination of District employees, but all final hiring and termination decisions shall be made by the Board.

The Superintendent shall at all times during the term of this Contract, or any renewal thereof, hold and maintain (a) a valid superintendent’s certificate issued by the Arizona State Department of Education, and (2) a valid fingerprint card.

2. TERM AND EXTENSIONS THEREOF:

The Board agrees to employ Patrick Nelson as Superintendent for the term of three (3) full fiscal years commencing on July 1, 2012, and continuing to and including June 30, 2015. On or after May 1 of the fiscal year preceding the final fiscal year of this Contract, or any extension thereof, the parties shall meet to discuss whether to extend, and may mutually agree to extend, the term of this Contract. Any Contract extension may also contain such other Contract modifications as mutually agreed upon by the parties.

3. BASE SALARY:

In consideration of Superintendent efforts required by this Contract, the District agrees to pay to the Superintendent, in payments made in the same time and manner as salary payments paid to other twelve-month District administrators, an annual base salary ("Base Salary") in the amount of One Hundred Forty-five Thousand Dollars (\$145,000). The Superintendent's Base Salary shall be increased each fiscal year by a percentage increase that equals the percentage salary increase awarded to other twelve-month District administrators.

4. PERFORMANCE PAY:

In addition to the Superintendent's Base Salary, during each fiscal year of this Contract the District shall set aside Five Thousand Dollars (\$5,000) as contingent performance pay monies ("Performance Pay Monies"). None, some or all of the Performance Pay Monies shall be paid to the Superintendent each fiscal year as additional compensation based on the Superintendent's partial or complete achievement of the following performance goal:

If (a) 60% or more of the District's schools achieve an A or B performance rating, and (b) the District overall receives a A or B performance rating, and (c) no District school receives a D performance rating, then the Superintendent shall be paid One Hundred Percent (100%) of the Performance Pay Monies applicable to that fiscal year, which equates to Five Thousand Dollars (\$5,000).

If (a) 50% or more, but not 60% or more, of the District's schools achieve an A or B performance rating, and (b) the District overall receives an A or B performance rating, and (c) no District school receives a D performance rating, then the Superintendent shall be paid Fifty Percent (50%) of the Performance Pay Monies applicable to that fiscal year, which equates to Two Thousand Five Hundred Dollars (\$2,500).

If (a) fewer than 50% of the District's schools achieve an A or B performance rating, or (b) the District overall does not receive an A or B rating, or (c) a District school receives a D rating, then the Superintendent shall not be paid any Performance Pay Monies applicable to that fiscal year.

The reference to performance rating in this paragraph means the "A through F Accountability Rating" issued by the Arizona Department of Education.

5. EVALUATIONS:

The Board shall evaluate the Superintendent at least annually, but no later than May 30 of each year, using the criteria and an evaluation process developed by the Board in consultation with the Superintendent.

6. PROFESSIONAL LIABILITY:

In light of the unique nature of the professional duties and obligations of the Superintendent, and in consideration of the services to be performed by the Superintendent pursuant to the terms of this Contract, the District shall, to the extent permitted by law, defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, arising while the Superintendent was acting within the scope of his employment (hereafter referred to as "covered claims"). Covered claims do not include criminal charges. In addition, covered claims do not include any situation, including, but not limited to, situations involving administrative, civil or other action, in which the Superintendent's legal interests are in whole or in part adverse to those of the District or Board.

7. PROFESSIONAL GROWTH:

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

- a. 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; and
- c. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the Board.

8. FURLOUGHS:

The Superintendent shall be subject to furloughs in the same manner and to the same extent as other twelve-month District administrators. If the contracts of other twelve-month District administrators contain a provision relating to furloughs, that provision shall be deemed incorporated into this Contract.

9. FRINGE BENEFITS AND ADDITIONAL COMPENSATION:

Except to the extent supplemented and/or modified in this paragraph or elsewhere in this Contract, the Superintendent shall be provided the same fringe benefits that are provided to other twelve-month District administrators. In addition, due to the unique nature of the

Superintendent's job duties, the Superintendent shall receive additional compensation in the form of an automobile allowance and a business activity allowance. Exceptions where the Superintendent's fringe benefits are supplemented and/or modified as compared to those provided to other twelve-month District administrators, and the automobile allowance and business activity allowance, are set forth below:

a. VACATION LEAVE:

In lieu of the District's vacation leave policy for twelve-month administrative employees, the Superintendent shall be awarded forty (40) days per year of vacation leave, of which a maximum of seventy (70) days may be accumulated without loss. The Superintendent shall be paid for his unused and accumulated vacation at the time of his separation from the District. Payment for unused and accumulated vacation shall be his daily rate of pay existing at the time of his separation. In addition, at the Superintendent's option, the Superintendent may sell back to the District up to twenty (20) days of vacation leave per fiscal year, at the Superintendent's then daily rate of pay. The Superintendent's election to sell back vacation days to the District must be communicated in writing to the Board and the District's business manager on or before June 1 of each fiscal year.

The Superintendent was employed by the District as an administrator prior to entering into this Contract. As of the commencement of this Contract, which is July 1, 2012, the Superintendent had forty (40) days of accumulated, unused vacation leave (the "carryover vacation leave"). The parties agree that these forty (40) days of carryover vacation leave shall be addressed as follows: In August 2012, the Superintendent shall be paid for twenty (20) of the forty (40) days at his then daily rate of pay. The remaining twenty (20) days shall be carried forward from year to year until the Superintendent eventually separates from the District, at which time the Superintendent shall receive compensation for these twenty (20) days at his then daily rate of pay. The parties agree that the forty (40) days of carryover vacation leave addressed in this subparagraph are independent of and separate from the vacation leave and vacation leave provisions set out in the preceding subparagraph. This means that the twenty (20) days of carryover vacation leave that are carried forward from year to year pursuant to terms of this subparagraph shall not be counted toward the seventy (70) day maximum carry-forward limitation for other than carryover vacation leave set out in preceding subparagraph.

b. PERSONAL LEAVE:

In lieu of personal leave days provided by policy to twelve-month administrative employees, the Superintendent shall receive fifteen (15) days of personal leave per year to be used in the Superintendent's discretion for personal purposes, including the purpose of consulting with parties outside of the District. Personal days not used by the end of each fiscal year shall be added to the Superintendent's accumulated sick leave.

c. SICK LEAVE:

The Superintendent shall accrue and may accumulate sick leave on the same basis as other twelve-month District administrators. The Superintendent may accrue sick leave without limit. The Superintendent shall be paid for his unused, accumulated sick leave upon his separation from the District, with such payment being based on the Superintendent's then daily rate of pay.

The Superintendent was employed by the District as an administrator prior to entering into this Contract. As of the commencement of this Contract, which is July 1, 2012, the Superintendent had one hundred three and one-quarter (103.25) days of accumulated, unused sick leave (the "carryover sick leave"). The parties agree that these one hundred three and one quarter (103.25) days of carryover sick leave shall be addressed as follows: Each August during the three year term of this Contract, the Superintendent shall be paid for twenty (20) of the one hundred three and one quarter (103.25) days of carryover sick leave at his then daily rate of pay. The remaining days of carryover sick leave—forty three and one quarter (43.25) days after selling back sixty (60) days of carryover sick leave during the three year term of this Contract—shall be carried forward from year to year until the Superintendent eventually separates from the District, at which time the Superintendent shall receive compensation for these days at his then daily rate of pay. The parties agree that the one hundred three and one quarter (103.25) days of carryover sick leave addressed in this subparagraph are independent of and separate from the sick leave and sick leave provisions set out in the preceding subparagraph.

d. AUTOMOBILE ALLOWANCE:

The parties agree that, due to the District's relatively large geographical size and the nature of the Superintendent's duties, the Superintendent will travel extensively within the District (as well as elsewhere within Pima County) for business purposes. For all business use within Pima County, the Superintendent will use his personal automobile. In consideration of the above, and the fact that the Superintendent will incur work-related transportation expenses that will not be reimbursed, the District agrees to pay to the Superintendent, as additional compensation, an automobile allowance in the amount of Eight Hundred Dollars (\$800) per month during the term of this Contract. In consideration of the additional compensation set forth in this paragraph, the Superintendent agrees not to make any request to the District for mileage reimbursement for use of his own automobile for business travel within Pima County.

e. BUSINESS ACTIVITY ALLOWANCE:

The Board encourages the Superintendent to engage in District-related business and professional activities both inside and outside of Pima County. The Board recognizes that these activities will require the Superintendent to incur significant

expenses. In consideration of the above, and the fact that the Superintendent will incur work-related business expenses that will not be reimbursed, the District agrees to pay to the Superintendent, as additional compensation, a business activity allowance in the amount of Five Hundred Fifty Dollars (\$550) per month during the term of this Contract. In consideration of the additional compensation set forth in this paragraph, the Superintendent agrees not to request reimbursement for any business or professional expenses incurred within Pima County. Subject to limitations imposed by law and Board policies, expenses for business and professional activities outside of Pima County that have received prior Board approval, such as seminar expenses, shall be reimbursed to the extent appropriate and customary.

f. LIFE INSURANCE:

In lieu of the term life insurance benefit provided to other District twelve-month administrative employees, the Superintendent shall be provided term life insurance in the face amount of Two Hundred Twenty Thousand Dollars (\$220,000), provided that the Superintendent can qualify for such life insurance coverage at commercially reasonable rates.

g. DUES OF PROFESSIONAL AND CIVIC ORGANIZATIONS:

The Board supports enrichment of the Superintendent's capacity to carry out his duties and obligations through his membership in professional and civic organizations, such as but not limited to, the Pima County School Board/Superintendent Collaborative, the American Association of School Administrators, and the Arizona School Administrator's Association. Accordingly, and as an additional fringe benefit and inducement for the Superintendent to enter into this Contract, the District shall pay an annual amount not to exceed Two Thousand Dollars (\$2,000) in dues charged by these specific organizations, and by such other organizations as the Board may agree upon the Superintendent's request.

10. OUTSIDE ACTIVITIES:

The Superintendent shall devote his time, attention and energy to the business of the District. The Board recognizes, however, that the capacity of the Superintendent to perform his duties and obligations can be improved by his participation in teaching, lecturing, writing, consulting, testifying, serving on education-related committees, or serving as a mediator or arbitrator in education-related matters. The Superintendent may engage in such outside activities during no more than the fifteen (15) days of personal leave per year provided for in subparagraph 9(b) of this Contract, unless the Board and the Superintendent otherwise agree in writing.

11. TERMINATION FOR CAUSE:

Throughout the term of this Contract, or any extension thereof, the Superintendent shall be subject to discharge for good cause; provided, however, that the Board shall not arbitrarily and capriciously call for such termination. In any situation involving termination for cause, the Superintendent shall be given (a) a written statement of charges specifying the basis for the termination and (b) a full and fair due process hearing prior to any final dismissal decision, all in accordance with the provisions of A.R.S. §§15-539, *et seq.*

12. TERMINATION WITHOUT CAUSE:

Throughout the term of this Contract, or any extension thereof, the Superintendent shall be subject to discharge independent of whether this cause for dismissal does or does not exist provided, however, that in any situation where the Board desires to terminate the employment of the Superintendent without specifying the cause therefore, the Board shall pay to the Superintendent, not less than ten (10) days prior to such termination, the total remaining amounts that would have been paid to the Superintendent for the remainder of full term of this Contract (or, if applicable, any extension thereof), pursuant to the following paragraphs and subparagraphs: Paragraph 3 (Base Salary); Subparagraph 9(d) (Automobile Allowance), and Subparagraph 9(e) (Business Activity Allowance).

13. DAILY RATE OF PAY:

Whenever this Contract references the Superintendent's "daily rate of pay," the "daily rate of pay" shall be determined by dividing the Superintendent's "Primary Compensation," as defined below, by two hundred sixty (260). The Superintendent's Primary Compensation is defined as the sum of the monies that the Superintendent would be paid in the applicable fiscal year pursuant to the following paragraphs and subparagraphs: Paragraph 3 (Base Salary); Subparagraph 9(d) (Automobile Allowance); and Subparagraph 9(e) (Business Activity Allowance).

14. DISPUTE RESOLUTION:

In the event of a dispute between the parties relating to any provision of this Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the parties may mutually agree to submit the dispute to mediation or arbitration. The mediator or arbitrator's fee, as well as the expenses of any such arbitration, shall be shared equally by the parties. The parties are entitled to have legal representation of their own designation; provided, however, that each party shall be responsible for the costs of such respective representation.

15. ATTORNEY'S FEES FROM COURT LITIGATION:

In the event of court litigation relating to any provision of this Contract, or a dispute concerning any of the parties' rights or obligations as defined pursuant to this Contract, the prevailing party in such litigation shall be entitled to recover reasonable attorney's fees and costs.

16. COMPLETE AGREEMENT; REQUIREMENT THAT AMENDMENTS BE IN WRITING; AND SEVERANCE OF TERMS:

This Contract contains the entire agreement between the parties, and any prior or contemporaneous agreements, whether oral or written, are voided by execution of this Contract. Any subsequent amendment(s) or addendum(s) to this Contract must be in writing and be signed by both parties. If a court of competent jurisdiction finds any provision of this Contract to be unenforceable, it is the intention of the parties that the remainder of the Contract shall remain in full force and effect.

This Contract of Employment of Superintendent was approved by the Amphitheater Unified School District Governing Board at a meeting held on the 8th day of May, 2012.

SUPERINTENDENT:

GOVERNING BOARD OF  
AMPHITHEATHER UNIFIED  
SCHOOL DISTRICT NO. 10 OF  
PIMA COUNTY, ARIZONA

\_\_\_\_\_  
Patrick Nelson  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Diana L. Boros  
Its: President  
Date: \_\_\_\_\_