

2238 East Ginter Road  
Tucson, Arizona 85706

### SUPERINTENDENT'S CONTRACT

This Superintendent's Contract ("Contract") is made this \_\_\_\_ day of June, 2013, by and between SUNNYSIDE UNIFIED SCHOOL DISTRICT NO. 12 OF PIMA COUNTY (the "District"), by its Governing Board (the "Board" or "Governing Board"), and Manuel L. Isquierdo, Ed.D. (the "Superintendent"), and approved by the Governing Board at its meeting held on June \_\_\_\_, 2013, as found in the minutes of that meeting.

#### IT IS AGREED:

1. EMPLOYMENT - The Superintendent is hereby hired and retained for a period of three years, from July 1, 2013, through June 30, 2016, as Superintendent of Schools for the District. Except as specifically set forth below, the Superintendent shall devote his full time and effort to the performance of the duties described in and referenced by this Contract.

2. DUTIES - The duties and responsibilities of the Superintendent of Schools shall include those duties set forth in the Superintendent of Schools job description, as adopted by the Board; those obligations imposed by the law of the State of Arizona upon a Superintendent of Schools; and, in addition, such other duties as from time to time may be assigned to the Superintendent by the Board.

The Superintendent agrees to follow and enforce Governing Board policies, administrative regulations and applicable laws; to obey the lawful directives of the Governing Board; to conduct himself before the public in a manner reflecting well on the District; and to hold employees under his supervision responsible for unprofessional conduct and/or inadequate performance. The Superintendent further agrees to maintain regular contact (electronic, digital and/or in-person, as appropriate) with District Board members.

3. BASE SALARY – For each fiscal year, the District agrees to pay to the Superintendent a base salary of One Hundred Fifty Thousand Dollars (\$150,000). If at any time following the execution of this Contract a salary increase is provided to District administrators as a group, the Superintendent's base salary shall be increased by the same percentage increase as is provided to such administrators. [The preceding sentence applies to the Two Percent (2%) salary increase that the Board has indicated will be provided to all full-time District employees for the 2013-2014 fiscal year, contingent on whether certain legislative budgetary action budget occurs. If this general Two Percent salary increase goes into effect, the Superintendent's new base salary will be One Hundred Fifty-Three Thousand Dollars (\$153,000)]. In addition, the Governing

Board and Superintendent shall meet in May of 2015 to discuss whether to increase the Superintendent's base salary and benefits for the 2015-2016 fiscal year and whether to extend the term of this Contract. The Superintendent's base salary shall be paid in equal installments in accordance with District policy governing the payment of salaries to other District certificated administrators.

4. PERFORMANCE BASED COMPENSATION. In addition to the Base Salary described in paragraph 3, the Superintendent shall be eligible to receive up to Seven Thousand Five Hundred Dollars (\$7,500) per fiscal year during the term of this Contract as "Performance Based Compensation." Payment of Performance Based Compensation shall be according to the terms of the Superintendent's Performance Based Compensation Plan described in the attached Exhibit A.

5. SUPERINTENDENT EVALUATION AND RELATIONSHIP WITH GOVERNING BOARD – The Governing Board shall devote at least a portion of one meeting during each fiscal year of this Contract to (a) evaluate and discuss all aspects of the Superintendent's job performance and (b) discuss with the Superintendent the relationship between the Superintendent and Governing Board. These discussions shall occur in a personnel executive session. This annual meeting shall be in addition to the annual meeting described in Exhibit A.

6. BENEFITS - Except for and/or as modified by the specifically designated benefits set forth in this Paragraph 6, the Superintendent shall receive the benefits provided to other District certificated administrators, including any increases in such benefits provided from year to year to such administrators. The Superintendent shall be provided the following specifically designated benefits:

6a. LIFE INSURANCE -The District shall pay the premium costs for term life insurance insuring the life of the Superintendent, and for his benefit, assuming the Superintendent can qualify to obtain such insurance at reasonable commercial rates. The amount of such group term insurance purchased by the District for the benefit of the Superintendent shall be Three Hundred Thousand Dollars (\$300,000).

6b. AUTOMOBILE ALLOWANCE - The parties agree that, due to the District's large geographical size and the nature of the Superintendent's duties, he will travel extensively within the District (as well as elsewhere within Pima County) for business purposes. For some of the Superintendent's business travel within Pima County, the Superintendent will use his personal automobile. In consideration of the above, and the fact that the Superintendent will incur business-related transportation expenses that will not be reimbursed, the District agrees to pay to the Superintendent during the term of this Contract, as additional compensation and in addition to the base salary set forth in paragraph 3 above, an automobile allowance in the amount of One Thousand Six Hundred

Sixty Seven Dollars (\$1,667) per month. The automobile allowance set out in this subparagraph 6(b) shall be paid bi-weekly during the term of this Contract; provided, however, that the Superintendent may elect to draw in advance up to twelve (12) weeks of such allowance or may elect to defer up to twelve (12) weeks of such allowance in his discretion. Any decision of the Superintendent to accelerate or defer automobile allowance payments shall be made by written memorandum directed to the District's Business Manager, with a copy provided to the President of the Governing Board. Notwithstanding the forgoing, the Superintendent may not accelerate automobile allowance payments during the last four (4) months of this Contract. In consideration of the additional compensation set forth in this subparagraph, 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. Expenses incurred by the Superintendent for travel outside of Pima County shall be reimbursed to the extent appropriate and customary, subject to prior Governing Board approval.

6c. BUSINESS AND CIVIC ACTIVITY ALLOWANCE - The Governing Board encourages the Superintendent to engage in District-related business and civic activities both inside and outside of Pima County and encourages the Superintendent to establish business, professional and social contacts in the community in order to build community support for the District. The Governing Board recognizes that these activities will require the Superintendent to incur additional expenses. In recognition of these expenses, and as consideration to encourage these activities, the District agrees to pay to the Superintendent, as additional compensation and in addition to the base salary set forth in paragraph 3 above, a business activity allowance in the amount of One Thousand Six Hundred Sixty Seven Dollars (\$1,667) per month. The business activity allowance set out in this subparagraph 6(c) shall be paid bi-weekly during the term of this Contract; provided, however, that the Superintendent may elect to draw in advance up to twelve (12) weeks of such allowance or may elect to defer up to twelve (12) weeks of such allowance in his discretion. Any decision of the Superintendent to accelerate or defer business activity allowance payments shall be made by written memorandum directed to the District's Business Manager, with a copy provided to the President of the Governing Board. Notwithstanding the forgoing, the Superintendent may not accelerate business activity allowance payments during the last four (4) months of this Contract. In consideration of the additional compensation set forth in this subparagraph, the Superintendent agrees not to make any request to the District for reimbursement of any business or civic expenses incurred within Pima County. Expenses incurred by the Superintendent for work-related business activities outside of Pima County shall be reimbursed to the extent appropriate and customary, subject to prior Governing Board approval.

6d. ATTAINMENT OF DOCTORAL DEGREE - In addition to the base salary set out in paragraph 3 above, the District agrees to pay to the Superintendent the annual sum of One Thousand Dollars (\$1,000), in recognition

of his attainment of a doctoral degree. Said sum shall be paid in equal bi-weekly payments during the term of this Contract.

6e. VACATION LEAVE - The Superintendent shall accrue thirty (30) days of paid vacation leave per fiscal year. Vacation leave days shall accrue at the following rate: eight (8) days upon completion of the first day of employment each fiscal year, covering the first month of employment for such fiscal year, and two (2) days on the first day of each of the succeeding eleven (11) months thereafter, for a total of thirty (30) calendar days per fiscal year. Vacation leave days can be taken only at times so as not to interrupt or interfere unreasonably with the Superintendent's job duties as Superintendent. Subject to this limitation, the Superintendent may use vacation days that he has accrued or may accrue and carry over such vacation days from year to year. In addition, at the Superintendent's request made during July of any fiscal year during the term of this Contract, the District shall compensate the Superintendent for up to twenty (20) accrued and unused vacation leave days. Any such request made by the Superintendent shall designate the number of vacation leave days for which the Superintendent desires compensation, subject to the twenty (20) day per year cap. Any such vacation leave days so designated shall be compensated at the Superintendent's daily rate of pay applicable to when the vacation days were accrued (based on a first-in, first-out accrual method). Upon termination or retirement from the District, the Superintendent shall be compensated for up to sixty (60) days of accrued and unused vacation leave days at the rate of compensation earned by the Superintendent at the time of such termination or retirement.

6f. PERSONAL LEAVE - The Superintendent shall accrue twenty (20) personal leave days per fiscal year. Personal leave days shall accrue at the following rate: three and one-half (3.5) days upon completion of the first day of employment each fiscal year, covering the first month of employment for that fiscal year, and one and one-half (1.5) days on the first day of each of the succeeding eleven (11) months thereafter, for a total of twenty (20) calendar days per fiscal year. Personal leave days may be used only for those reasons specified in District policies and, in situations where the use of such leave is discretionary, only at times so as not to interrupt or interfere unreasonably with the Superintendent's job duties as Superintendent. Subject to this limitation, the Superintendent may use personal leave days that he has accrued or may accrue and carry over such personal leave days from year to year, up to a maximum of sixty (60) days. In addition, at the Superintendent's request made during July of any fiscal year during the term of this Contract, the District shall compensate the Superintendent for up to ten (10) accrued and unused personal leave days. Any such request made by the Superintendent shall designate the number of personal leave days for which the Superintendent desires compensation, subject to the ten (10) day per year cap. Any such personal leave days so designated shall be compensated at the Superintendent's daily rate of pay applicable to when the personal leave days were accrued (based on a first-in, first-out accrual

method). Upon termination or retirement from the District, the Superintendent shall be compensated for up to sixty (60) days of accrued and unused personal leave days at the rate of compensation earned by the Superintendent at the time of such termination or retirement.

6g. PROFESSIONAL/CONSULTING LEAVE DAYS - In addition to vacation and personal leave, the Superintendent shall accrue six (6) paid professional/consulting leave days per fiscal year. Professional/consulting leave days may be used by the Superintendent for personal professional/consulting endeavors such as giving presentations at professional seminars, providing consulting services to other educational entities or organizations, and similar activities. Professional consulting leave days can be taken only at times so as not to interrupt or interfere unreasonably with the Superintendent's job duties as Superintendent. Professional consulting leave days shall not be used on days when a Governing Board meeting will occur. The Superintendent shall be permitted to retain any fees or honorariums that are paid for professional/consulting services he performs during such professional/consulting leave days. The Superintendent shall not seek travel expense reimbursement for travel related to professional/consulting leave days. The Superintendent shall not be entitled to any compensation for any professional/consulting leave days that he does not use and such days do not carry over from year to year.

6h. PROFESSIONAL GROWTH - The District encourages the continuing professional growth of the Superintendent through his participation in the following: programs, operations, and other activities conducted or sponsored by local, state and national administrator and school board associations; seminars and courses offered by public or private educational institutions; and 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 District. The Board shall permit a reasonable amount of release time for the Superintendent to attend the above-described activities and the District shall reimburse the Superintendent's reasonable travel and subsistence expenses related to such activities, subject to prior Governing Board approval.

6i. PROFESSIONAL ORGANIZATIONS - The District shall subscribe on behalf of the Superintendent to memberships in professional education-related organizations selected by the Superintendent at a cost to the District of no more than Five Thousand Dollars (\$5,000) per fiscal year. The parties acknowledge and agree that, pursuant of A.R.S §15-511(D), no District funds may be paid for membership in an association (other than the Chamber of Commerce) that attempts to influence the outcome of any election. The Superintendent shall only designate organizations that comply with the restrictions set forth in A.R.S. §15-551(D).

6j. **ADDITIONAL COMPENSATION TO ALLOW SUPERINTENDENT TO PURCHASE TAX-SHELTERED ANNUITIES** – The District shall pay to the Superintendent, in July of each fiscal year of the Contract, additional compensation in the amount of Forty Thousand Dollars (\$40,000), so that the Superintendent may purchase one or more tax sheltered annuities. The Superintendent's Base Salary set out in paragraph 3 above, combined with the additional compensation set out in this subparagraph 6j, shall be considered the Superintendent's regular salary, and the Superintendent may reduce his regular salary in order to purchase the tax sheltered annuity or annuities referenced by this subparagraph. The additional compensation referenced in this paragraph shall be subject to normal deductions for state and federal taxes and state retirement contributions. The District's obligation is solely to provide to the Superintendent the additional compensation referenced in this subparagraph, and the Superintendent shall be solely responsible (i) for determining whether he can qualify to purchase a tax sheltered annuity in any specific amount, and (ii) for the selection and purchase of any such annuity.

7. **DISCHARGE FOR CAUSE** - Throughout the term of this Contract, the Superintendent shall be subject to discharge for good cause. In any situation involving dismissal, the Superintendent shall be given a written statement of reasons for the dismissal, notice of a hearing, and a fair hearing before the Board or a hearing officer, with the hearing procedures and selection of a hearing officer, if applicable, to occur in accordance with the provisions of A.R.S. § 15-531, *et seq.*

8. **TERMINATION BY MUTUAL AGREEMENT; TERMINATION WITH OR WITHOUT CAUSE SUBJECT TO REQUIRED PAYMENT OF MONIES** - The Board and the Superintendent may mutually agree, in writing, to terminate this Contract. In addition, the Board, with or without the consent of the Superintendent, and for any reason or no reason, has the right to terminate this Contract upon payment to the Superintendent of the balance of the Contract, which, for the purpose of this paragraph, means: (a) payment of the balance of the Superintendent's base salary as referenced in paragraph 3 above, (b) payment of the balance of the Automobile and Business Expense Allowances as referenced in subparagraphs 6(b) and 6(c) above, (c) payment of the balance of the Additional Compensation to Allow Superintendent to Purchase Tax-Sheltered Annuities as referenced in subparagraph 6(j) above, and (d) payment of previously earned and accumulated benefits (i.e., earned and accumulated as of the date of termination), including, but not necessarily limited to, then-accrued and unused personal and vacation leave.

9. **PROFESSIONAL LIABILITY** - The District agrees, as a further condition of this Contract, that it shall defend, hold harmless and indemnify the Superintendent from all demands, claims, suits, actions, errors and omissions, and legal proceedings brought against the Superintendent, in his individual

capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of his employment. If in the good faith opinion of the Superintendent, a conflict exists with regard to defense of any such claim between the legal position of the Superintendent and the legal position of the District, upon consultation with the Board, the Superintendent may engage separate counsel, in which event the District shall indemnify the Superintendent for the costs of legal defense. This paragraph has no application in cases where the legal proceeding is being brought by the District against the Superintendent and/or where the interests of the District and the Superintendent are legally adverse. The benefits contained in this paragraph and provided to the Superintendent shall continue during the Superintendent's employment with the District and for a period of two (2) years thereafter.

10. MEDICAL EXAMINATION - During each year of this Contract, the Superintendent shall obtain a comprehensive medical examination. The results of the examination itself shall be deemed confidential with respect to anyone other than the Superintendent; provided, however, that the Superintendent shall inform the Governing Board of any medical condition that prevents the Superintendent from performing the essential functions of his job, with or without accommodations.

11. COMPLETE CONTRACT; MODIFICATIONS IN WRITING - The parties agree that this Contract contains the entire Contract between the parties, and any prior or contemporaneous Contracts, whether written or oral, are voided by execution of this Contract. Any subsequent amendment or addendum to this Contract must be in writing and be signed by both the Board and the Superintendent.

## 12. MISCELLANEOUS

12a. This Contract has been executed in Arizona and shall be governed in accordance with the laws of the State of Arizona.

12b. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between such heading or numbers and the text of this Contract, the text shall control.

12c. The Superintendent's daily rate of pay shall be calculated by dividing the Superintendent's base salary applicable to such day or days by 260 days for each of the fiscal years of this Contract.

12d. Execution of this Contract by the Superintendent and the District shall automatically be deemed to terminate, as of June 30, 2013, the prior Superintendent's Contract between the parties.

13. SUPERINTENDENT'S CERTIFICATE - This Contract is expressly contingent on the Superintendent holding and maintaining throughout the term of this Contract a Superintendent's Certificate issued by the Arizona State Department of Education.

14. EXECUTION OF CONTRACT - This Contract may be executed by signing in counterparts. The execution of this instrument by each of the parties signing a counterpart shall constitute a valid execution, and this instrument and all its counterparts shall be deemed for all purposes a single instrument. Facsimile and photocopy signatures are as valid for all purposes of this Contract as original signatures.

GOVERNING BOARD

\_\_\_\_\_  
President

\_\_\_\_\_  
Superintendent

Date \_\_\_\_\_

Date \_\_\_\_\_

## Exhibit A

### Superintendent's Performance Based Compensation Plan

A.R.S. §15-341(A)(40) requires a school superintendent's employment contract to include a performance based compensation plan. In accordance with this statutory requirement, the Superintendent and Board agree as follows:

A. For each fiscal year covered by this Superintendent's Contract, Superintendent shall be eligible to receive, in addition to base salary and other compensation referenced by this Superintendent's Contract, up to Seven Thousand Five Hundred (\$7,500) in performance based compensation. Some or all of this amount shall be paid to the Superintendent each year as earned performance based compensation ("Earned Performance Based Compensation"), if and when earned by the Superintendent as described below.

B. On or before July 15th of each fiscal year of this Contract, the Superintendent shall prepare six performance goals for the Superintendent to accomplish during that fiscal year. These six goals shall be provided to the Governing Board who may approve the goals or may direct the Superintendent to provide different or amended goals. This process shall continue until the Board has approved six goals for that fiscal year (the "Approved Performance Goals").

C. Between May 15th and June 15th of each fiscal year, the Governing Board shall meet and assess the Superintendent's performance with respect to the Approved Performance Goals. The Governing Board may discuss the Superintendent's performance in relation to the Approved Performance Goals in one or more personnel executive sessions, but will take action in open meeting, rating the Superintendent on a scale of 0% to 100% with respect to his overall accomplishment of the Approved Performance Goals. The Superintendent shall be paid Earned Performance Based Compensation based on the Governing Board's percentage rating described in the preceding sentence. Specifically, the payment of Earned Performance Based Compensation for each fiscal year shall be determined by multiplying the percentage rating determined by the Governing Board for that fiscal year by Seven Thousand Five Hundred Dollars (\$7,500). For example, if the Governing Board determines that, on an overall basis, the Superintendent accomplished 80% of the Approved Performance Goals for that fiscal year, the Superintendent's Earned Performance Based Compensation would total Six Thousand Dollars (\$6,000) [80% x \$7,500 = \$6,000]. The Superintendent's Earned Performance Based Compensation shall be paid to him on or before the end of the fiscal year (i.e., June 30) in which it was earned.