

APACHE JUNCTION UNIFIED SCHOOL DISTRICT #43
SUPERINTENDENT EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made and entered into by and between the Governing Board (the “Board” or “Governing Board”) of the Apache Junction Unified School District #43, a political subdivision of the State of Arizona (the “District”) and Dr. Krista Anderson (“Superintendent”):

WHEREAS, the Governing Board desires to provide for the orderly administration of the District’s employees and schools, to maintain and continuously improve the quality of the District’s overall education program, and to employ Superintendent to fulfill these and other functions as more specifically set forth herein; and

WHEREAS, Superintendent desires to perform such functions upon the terms and conditions more fully set forth herein;

NOW THEREFORE, the Governing Board and Superintendent, in consideration of the foregoing, agree as follows:

1. **Term.** The Board employs Superintendent, and Superintendent accepts employment as Superintendent, a full-time position, for three consecutive fiscal years, commencing on July 1, 2020 and ending on June 30, 2023.

2. **Professional Certification and Responsibilities.**

2.1 Certification and Fingerprint Clearance Card. As a term and condition of employment, Superintendent shall hold and maintain throughout the full term of this Agreement a valid Superintendent’s Certificate issued by the State of Arizona and a valid Fingerprint Clearance Card, both of which shall be on file in the District at all times.

2.2 Superintendent’s Duties and Responsibilities. Superintendent shall be the District’s Chief Executive Officer. Superintendent shall be responsible to the Board and shall be responsible for the general administration of the school system. Superintendent’s duties and responsibilities shall include, but not be limited to, the following:

2.2.1 Those set forth in Board Policy CB, “School Superintendent;” Board Policy CBA, “Qualifications and Duties of Superintendent (Performance Responsibilities);” and Board Policy CBCA, “Delegated Authority,” as those Policies currently exist and as may be revised during the term of this Agreement;

2.2.2 In cooperation with the Board, the Superintendent will be responsible for the implementation of the mission, vision and the educational goals for the District;

2.2.3 The development, implementation and evaluation of a strategic plan for the District that is consistent with the District’s educational goals and that optimizes student

learning, facilities use and expenditures. The Superintendent shall develop the strategic plan in consultation with the Board; and

2.2.4 The performance of such other reasonable duties or tasks as the Board may assign or delegate to the Superintendent from time to time.

3. **Compensation.**

3.1 During the 2020-2021 fiscal year, the District agrees to pay Superintendent an annual base salary of \$140,374.00, plus a percentage increase in annual base salary that the same or within the same range the Governing Board approves for the 2020-2021 fiscal year for other certificated District administrators. During the second and third fiscal years of this Agreement, the District agrees to pay Superintendent an annual base salary that equates to her prior year's annual base salary plus a percentage increase in annual base salary that the same or within the same range the Governing Board approves for the following fiscal year for other certificated District administrators. Mandatory and any voluntary deductions shall be deducted from Superintendent's annual base salary; Superintendent's base salary shall be payable in regular installments at the same time and in the same manner as other 12-month salaried employees of the District. Any adjustments in Superintendent's annual base salary shall not extend the length of this Agreement.

3.2 In accordance with A.R.S. § 15-341(39), the parties agree that during each fiscal year of this Agreement, no less than 2% and no more than 8% of Superintendent's annual base salary for that fiscal year shall be designated as "performance-based pay", which may be earned in addition to Superintendent's annual base salary. Attached to this Agreement and incorporated herein by reference as Exhibit A is the Performance Pay Plan that has been approved by the Board contemporaneously with this Agreement. If the Arizona legislature amends the aforementioned statute during the term of this Agreement, the parties may amend this Agreement in writing as needed to conform to the amended statute.

3.3. This Agreement and the annual base salary offered in paragraph 3.1 above are based on the anticipated funding levels. However, funding cuts, delays or other occurrences beyond the District's control may cause the District to receive funding at lower levels than projected during each fiscal year of this Agreement. If so, Superintendent agrees to accept the same salary reduction or furlough as the Board imposes upon other 12-month certified administrators upon request of the Governing Board.

3.4. For purposes of any per diem payments made or payable under this Agreement, the per diem rate shall be based upon the total paid contract days set forth in the then current Board approved work Calendar.

4. **Administrative Stipend.** Superintendent shall annually be paid an administrative stipend of \$5,000.00. Superintendent may direct the stipend for the use of but not inclusive: health care savings, flex spending, additional disability coverage, additional business-related travel, professional books, journals, professional memberships, other voluntary benefits or deferred compensation. Superintendent's administrative stipend shall be payable at the same time as her regular pay.

5. **Tax Sheltered Annuity.** In accordance with applicable federal and state laws, the Board shall provide Superintendent, at its cost, employer paid non-elective deferrals into a 403(b) account while she remains employed with the District, at an amount equal to \$5,000.00. The Employer Contribution 403(b) is subject to IRS contribution limits. The Employer Contributions to the 403(b) account shall be paid at the beginning of each fiscal year in July to a company of Superintendent's choice. The Employer Contribution is a non-elective mandatory employer contribution and Superintendent shall not have the option of receiving it as cash in lieu of a contribution to the Retirement Plan. Superintendent may elect to allocate additional funds from her annual base salary into a TSA of Superintendent's choice up to the maximum amount allowed for a qualified 403 (b) plan under the Internal Revenue Code. During the second and third fiscal years of this Agreement, the Board, in its sole discretion, may upwardly adjust the amount it provides as a non-elective deferral to Superintendent's 403(b) account.
6. **Life Insurance Benefit.** In accordance with applicable State and Federal laws, the District shall pay the premiums for Superintendent during the first fiscal year of this Agreement, for a Term Life Insurance Policy with a death benefit in an amount equal to two and one half times the Superintendent's annual base salary. During the second and third fiscal years of this Agreement, the District shall not be obligated to pay more than 5% in additional premium costs for said coverage. Superintendent, or Superintendent's trust, shall be the Policy owner and have control over the Policy value and have the right to name the beneficiary of the Policy. The District will report the contributions on Superintendent's W-2 form at the end of each calendar year. If Superintendent desires an increased amount of life insurance benefit, she shall pay the premium difference.
7. **Short Term Disability Insurance.** During each fiscal year of this Agreement, the District shall purchase, on Superintendent's behalf, a short-term disability insurance policy.
8. **Professional Liability Coverage.** The Board agrees that it shall provide indemnification and liability insurance for Superintendent under the District's insurance policy. Such insurance policy shall provide coverage to Superintendent from all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual capacity or in her official capacity as an agent under employment of the District, provided the incident arose while Superintendent was acting within the scope of her employment.
9. **Vacation.** Superintendent shall be entitled to 20 days of vacation time during each fiscal year of this Agreement, exclusive of legal holidays. Vacation time may be accumulated during the term of this Agreement, up to a maximum of 30 days; no more than 30 days may be carried over to the subsequent year. At the option of the Superintendent, up to 10 earned and unused vacation days may be paid out by the District at any time during each fiscal year of this Agreement at 100% of her then current per diem rate of pay. Upon her resignation, retirement or non-renewal, Superintendent shall be entitled to be paid 100% of her then per diem rate of pay for all earned but unused vacation days up to a maximum of 30 days.

10. **Holidays and Sick Leave.** Superintendent shall be entitled to the same holidays and sick leave benefits as other professional staff. Upon resignation, retirement or non-renewal, Superintendent shall be entitled to be paid 100% of her then per diem rate of pay for all earned but unused sick/personal days, up to the maximum of 20 days.
11. **Professional Memberships, Professional Meetings and Professional Development.** To the extent permitted by A.R.S. 15-511(F), the District shall pay the Superintendent's dues in the American Association of School Administrators (AASA), the Arizona School Administrators Association (ASA), the Arizona School Boards Association (ASBA), the East Valley and Pinal County Consortium and such other civic, educational and professional organizations as the Superintendent and the Board mutually agree will benefit the District. In addition, because Superintendent is encouraged and expected to participate in professional development activities and professional organization meetings at the local, state and national levels, the District shall pay reasonable and actual expenses of those activities. During each fiscal year of this Agreement, the District shall allocate \$5,000.00 for these purposes. The Board may, in its sole discretion, authorize the Superintendent to expend additional amounts for professional memberships, professional development activities and/or professional meetings. At the end of each term of this Agreement, all unused funds for that term shall revert to the District budget. The Superintendent shall ensure that the District maintains a record log of all expenditures for the Board's quarterly review.
12. **Civic Organizations and Community Liaison Endeavors.** The Board recognizes the importance of a strong working relationship between the schools and the community, and expects the Superintendent to participate in civic activities or organizations and to engage in other activities that are intended to provide benefit to the District, such as liaison with elected state, county and municipal officials, public relations and other activities Superintendent shall be entitled to an allowance for food, travel and other such expenses reasonably and necessarily related to such activities in an amount not to exceed \$2,000.00 per fiscal year, unless otherwise expressly authorized by the Board. At the end of each fiscal year of this Agreement, all unused funds for that term shall revert to the District budget. The Superintendent shall ensure that the District maintains a record log of all expenditures for the Board's quarterly review. The Board reserves the right to adjust the sum of this allowance upward during any fiscal year upon the request of the Superintendent for good cause shown.
13. **Reimbursement for Travel and Business Expenses.** The District shall reimburse Superintendent for reasonable and necessary travel expenses directly incurred by Superintendent in the continuing performance of her duties under this Agreement that are not otherwise paid for or reimbursed pursuant to other provisions in this Agreement. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board Policies and State law related to reimbursement of said expenses. The Superintendent shall ensure that the District maintains a record log of all expenditures for quarterly Board review.
14. **Automobile Allowance.** To accomplish her work under this Agreement, Superintendent is expected to have a personal automobile available for use for school business. The District agrees to provide Superintendent with an automobile allowance of \$600.00 per

month (\$7,200.00 annually) during each fiscal year of this Agreement, covering all District obligations for Superintendent's personal and official automobile use, effective through the end date of this Agreement or until termination of this Agreement, whichever shall occur first. Superintendent shall be responsible for all expenses relating to the good working order and operation of her automobile, including lease cost, if applicable, maintenance, gas, oil, and liability insurance coverage of not less than \$300,000/\$500,000.00 per occurrence, on which the District and Board shall also be named as additional insured parties. A Certificate of Insurance shall be on file with the District throughout the full term of this Agreement. Such insurance shall be non-cancelable except upon 30 days' written notice from the carrier to the District and Board President. The automobile allowance shall be paid in equal monthly installments on the same schedule Superintendent receives her base salary from the District.

15. **Technology/Cell Phone.** The District shall provide Superintendent with a District owned laptop or other computer device(s) that shall be used for professional purposes and which shall be returned to the District when the employment relationship has ended. Other District owned property may be provided to Superintendent during the term of this Agreement as needed by Superintendent to perform her job duties. In addition, during each fiscal year of this Agreement, Superintendent shall be entitled to a cellular phone allowance of \$100.00 per month to defray the costs of phone usage on behalf of the District on her personal cellular phone. The cellular phone must have email capabilities and be functional for purposes of Superintendent's employment responsibilities.

16. **Governing Board/Superintendent Relationships / Evaluation / Notices.** At Superintendent's or the Board's periodic request, the Board and Superintendent shall meet to discuss Board/Superintendent relationships and expectations. In addition, the Board shall conduct one formal evaluation of Superintendent each fiscal year, using the Board approved evaluation instrument. Superintendent shall be responsible for inclusion of any necessary Board agenda items related to the Board's evaluation of Superintendent.

Superintendent or her designee shall be responsible for notifying the Board of the need to convene a Board meeting to discuss and communicate with Superintendent the Board's intent to renew or non-renew Superintendent's employment at the expiration of this Agreement; said notice shall be provided to the Board in December 2022

17. **General.** Superintendent shall be entitled to the same benefits applicable to other 12-month certificated administrators, unless this Agreement provides different or additional benefits.

18. **Incidental Food/Beverage.** As a de minimus fringe benefit and to the extent appropriate for the occasion, the District may provide incidental food and beverages to Superintendent at Board meetings, school sponsored community events, mandatory staff meetings and other meetings or events attended by Superintendent.

19. **Termination of Agreement.**

19.1 Discharges for Cause. Throughout the term of this Agreement, Superintendent shall be subject to discharge for good and just cause, with notice of termination

specifying such cause to be given to Superintendent in writing. In the event of a discharge for cause, Superintendent shall have the right to request a hearing by so advising the Board in writing within 30 calendar days after delivery of the notice of termination. Such hearing shall be set for a date not less than 15 or more than 30 calendar days later than the Board's receipt of such written request. Such hearing shall take place as provided for under A.R.S. §15-541. The Board may, in its discretion, place Superintendent on leave or suspension from her duties with pay and all other employment benefits, upon serving Superintendent with notice of its intent to discharge her for cause, pending the outcome of the dismissal process.

For purposes of this Section, the term "good and just cause" includes, but is not limited to, (a) failure to perform in accordance with the terms and/or conditions of this Agreement; (b) incompetence, which shall include without limitation demonstrated and repeated deficiencies in Superintendent's administrative skills; (c) neglect of duty; (d) unprofessional conduct; (e) insubordination; (f) immoral or other conduct which tends to injure the credibility of the Board, the District, its schools, its employees and/or students; (g) any conviction on felony charges, or on misdemeanor charges involving fraud, deceit or moral turpitude; (h) physical or mental incapacity, subject to the provisions of Section 7.2; (i) failure or inability to provide acceptable evidence of appropriate professional certification; (j) violation of Governing Board Policies or federal or state laws; or (k) any other conduct which materially interferes with the continued or efficient performance of Superintendent's duties hereunder.

19.2 Incapacity of Superintendent. Should Superintendent be unable to perform any or all of her duties by reason of illness, accident or other causes beyond her control, and such disability exists for a cumulative period of more than 6 months during any 12 month period during the term of this Agreement, and if the Board determines at its sole discretion that such disability is of such a nature that it materially impairs Superintendent's ability to perform her duties hereunder, then the Board may, at its option, terminate this Agreement upon 60 days prior written notice to Superintendent. In no event shall such termination hinder or impair Superintendent's ability to collect any disability benefits to which she would otherwise be entitled for the disability in question.

19.3 Unilateral Termination by Governing Board. The Board may, at its option and upon a minimum of 90 days' prior written notice to Superintendent, unilaterally terminate this Agreement. Because the Superintendent's damages for such a termination would be extremely difficult to calculate, Board and Superintendent hereby agree that upon any such termination, the District shall make payments to or on behalf of Superintendent as follows:

(a) Pay to Superintendent a sum equal to the present value of all accrued and unpaid annual base salary which Superintendent would have earned under this Agreement for the remainder of the fiscal year of the unilateral termination plus one additional fiscal year of Superintendent's annual base salary if the Board unilaterally terminates Superintendent during the first or second fiscal years of this Agreement;

(b) Pay Superintendent for her earned but unused leave days, consistent with the provisions of Sections 9 and 10 of this Agreement); and

(c) Make monthly payments to Superintendent in an amount required to continue Superintendent's health insurance coverage through COBRA, should Superintendent choose to continue her insurance with through COBRA, except that the District's obligation for said payments shall end as of: (i) The termination date of COBRA benefits; (ii) June 30, 2023; or (iii) The date Superintendent becomes eligible for health insurance coverage through another employer, whichever occurs first. Superintendent shall notify the District and Governing Board President within 5 working days of the date she becomes eligible for health insurance coverage with another employer.

Superintendent understands and agrees that her acceptance of monies paid pursuant to this paragraph shall constitute her sole legal remedy relative to all compensation and benefits to which she might otherwise have been entitled under this Agreement.

As a condition precedent to receiving the payments set in the herein, Superintendent shall execute a Severance Agreement acceptable to the Board, which shall include: (i) Superintendent's full waiver of all claims and release of the Board, the District, its agents and employees from any and all claims, including but not limited to, demands, damages, causes of action or liability arising out of Superintendent's employment or termination of employment with District prior to the date the Parties execute the Severance Agreement; (ii) Superintendent's agreement not to initiate or cause to be initiated any lawsuit, claim, grievance proceeding or investigation of any kind, under any contract, law or regulation, pertaining to her employment with District; and (iii) An agreement that the District and its agents will release Superintendent from all claims arising out of Superintendent's employment with the District up to the date the Severance Agreement is signed by the Parties.

19.4 Mutual Agreement. This Agreement shall terminate upon written agreement between Superintendent and the Board.

19.5 Death of Superintendent. This Agreement shall automatically and without further action by the Board or Superintendent's estate terminate upon the death of the Superintendent.

19.6 Conflict of Interest. This Agreement may be terminated in accordance with A.R.S. §38-511, the terms of which are incorporated herein by reference.

19.7 Nonappealable Offenses. Notwithstanding Paragraphs 19.1 – 19.6 above, if Superintendent is arrested for or charged with any nonappealable offense listed in A.R.S. §41-1758.03(B), then pursuant to A.R.S. §15-550, Superintendent shall immediately report the arrest or charge to the Governing Board President. Failure to do so shall result in immediate dismissal and the terms of paragraph 19.3 shall be inapplicable.

20. Governing Law. This Agreement is made and entered into in Arizona and shall be governed by the laws of the State of Arizona. The venue for any litigation arising out of this Agreement and the employment relationship shall be Maricopa County, Arizona.


21. Severability. In the event any covenant, term, condition or provision of this Agreement shall be deemed by a court of competent jurisdiction to be illegal, void or against public

policy, such provision shall be severed from this Agreement and the remaining terms, conditions and provisions hereof shall remain in full force and effect to the extent permitted by law.

22. **Construction.** This Agreement has been negotiated by and between the Governing Board and Superintendent in arms-length negotiations and both parties are responsible for the drafting of this Agreement. Both parties have reviewed this Agreement with appropriate legal counsel, or have waived their right to do so, and the parties hereby mutually and irrevocably agree that this Agreement shall be construed neither for nor against either party, but in accordance with the plain language and intent hereof. Headings are used herein for convenience only and shall play no part in the construction of any provision of this Agreement.
23. **Attorney's Fees.** Each party is responsible for its own attorneys' fees in the event of any dispute between the District and Superintendent arising under or in relation to this Agreement.
24. **Waiver.** The waiver by either party of any covenant, term, condition or provision of this Agreement or any breach thereof shall not be deemed to be a waiver of any subsequent contravention or breach of same or any other covenant, term, condition or provision herein contained. No covenant, term, condition or provision of this Agreement shall be deemed to have been waived by either party, unless such waiver is in writing, signed by both parties and properly approved by the Governing Board.
25. **Notices.** Any notice required to be given hereunder shall be hand-delivered or sent by United States certified mail, return receipt requested, and addressed to (a) in the case of Superintendent, the District Office, or upon her written request, to her home address as on file in the District office; and (b) in the case of the Governing Board, the individual Board Members' respective home addresses.
26. **Time.** Time is of the essence of this Agreement and every term and condition hereof.
27. **Non-Assignability.** This Agreement is an Agreement for services and may not be assigned by either party, nor shall the Superintendent's duties hereunder be performed by any other person without the prior written consent and proper approval of the Board, which consent and approval the Board may elect to grant or deny in its sole discretion.
28. **Integration and Amendment.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements between the parties with respect to the subject matter hereof. No modification or amendment hereto shall be valid or binding upon either party unless such amendment or modification is in writing, duly executed by the parties and properly approved by the Board.
29. **Non-Discrimination.** The parties agree to comply with all provisions of applicable federal, state and local laws relating to non-discrimination and equal employment opportunity.

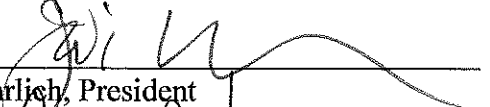
The Governing Board approved this Agreement at a properly noticed public meeting of the Governing Board held on January 28, 2020. In witness thereof, the parties indicate their agreement to the above terms by affixing their signatures below.

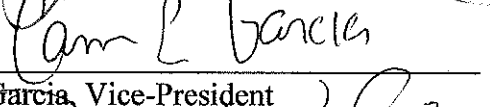
SUPERINTENDENT:

By 
Krista Anderson, Ed.D

January 28, 2020

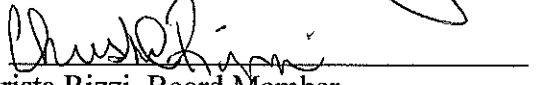
APACHE JUNCTION UNIFIED SCHOOL DISTRICT #43 GOVERNING BOARD:

By 
Jodi Ehrlich, President

By 
Cami Garcia, Vice-President

By 
Dena Kimble, Member

By 
Chelsea Connolly, Board Member

By 
Christa Rizzi, Board Member

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EXHIBIT A
APACHE JUNCTION UNIFIED SCHOOL DISTRICT #43
SUPERINTENDENT'S EMPLOYMENT AGREEMENT
PERFORMANCE PAY PLAN
2020-2023

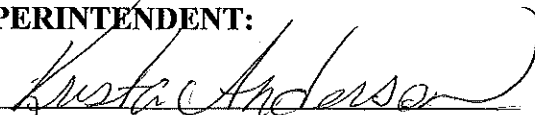
WHEREAS, the Governing Board ("the Board") of Apache Junction Unified School District #43 ("the District") has determined that it is in the District's best interest to establish its own performance-based pay plan for Superintendent Krista Anderson, Ed.D. ("Superintendent") for the term of her Employment Agreement effective beginning on July 1, 2020;

NOW, THEREFORE be it resolved by the Governing Board of Apache Junction Unified School District No. #43 that:

- I. Pursuant to A.R.S § 15-341 (39), the Governing Board hereby establishes its own performance-based pay plan for the services of Superintendent.
- II. Superintendent and the Governing Board agree that during each fiscal year of this Agreement, no less than 2% and no more than 8% of Superintendent's annual base salary shall be designated as "performance-based pay". Any earned performance-based pay shall be earned by Superintendent in addition to Superintendent's annual base salary. The performance-based pay amount shall be payable only if and to the extent that Superintendent satisfies the criteria for an award of performance pay.
- III. Superintendent shall have earned her performance-based pay if a majority of the Board members present and conducting the performance assessment agree that Superintendent has earned overall ratings of O (outstanding) or S (Satisfactory) on the four performance categories set forth below.
 - A. Academic Excellence
 - B. Culture of Continuous Improvement
 - C. Community Engagement
 - D. Examine and Evaluate Systems
- IV. The above method of performance assessment (as set forth in Section III above) shall be utilized during each fiscal year of this Agreement, unless Superintendent and the Governing Board mutually agree to modify the same. The Governing Board and Superintendent shall meet annually to discuss what changes, if any, shall be made to the method of performance assessment for the following fiscal year.
- V. The Governing Board and Superintendent shall meet no later than December annually for a progress update and informal review of progress, and no later than June 15 to decide whether and in what amount Superintendent has earned her performance-based pay. The performance-based pay amount then owing shall be payable in the next regular pay period, unless otherwise mutually agreed by the Parties.

The Governing Board approved this Agreement at a properly noticed public meeting of the Governing Board held on January 28, 2020. In witness thereof, the parties indicate their agreement to the above terms by affixing their signatures below.

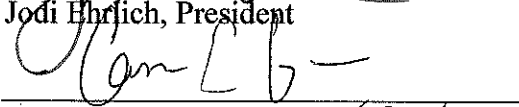
SUPERINTENDENT:

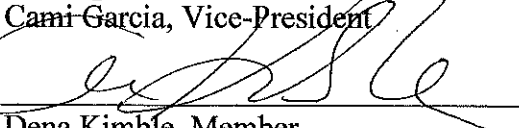
By 
Krista Anderson, Ed.D

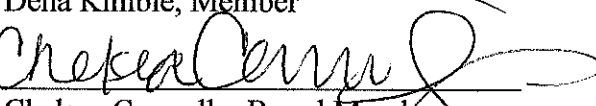
January 28, 2020

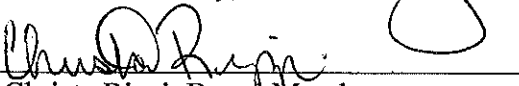
APACHE JUNCTION UNIFIED SCHOOL DISTRICT #43 GOVERNING BOARD:

By 
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By 
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