

## INTERIM SUPERINTENDENT'S CONTRACT

THIS CONTRACT (“**Contract**”) is made by and between Dr. Cort Monroe, hereinafter called “**Superintendent**”, and the Governing Board of the Liberty Elementary School District of Maricopa County, Arizona, hereinafter called “**Governing Board.**”

The Governing Board agrees to employ Superintendent as **Interim Superintendent** and Superintendent agrees to be employed as **Interim Superintendent** in the Liberty Elementary School District, hereinafter called the “**District**” and to perform the usual duties of such position and reasonable extracurricular duties in connection with such employment as the Governing Board may assign to Superintendent.

### I. TERM

- A. Term. The Governing Board agrees to employ Superintendent for a one-year, one month and ten days term, effective from May 22, 2023 to and including, June 30, 2024.
- B. Extension or Non-Renewal. The Governing Board may offer to extend or renegotiate this Interim Superintendent to a standard Superintendent contract after January 1 of 2024.
- C. Nonrenewal. The Governing Board, in its sole discretion and with or without cause, may decline to extend or renegotiate this Contract for a new term. If the Governing Board chooses to non-renew the Contract they shall notify Superintendent in writing on or before the applicable statutory deadline, April 15, 2024.
- D. No Expectation of Employment Beyond Term. Superintendent has no legitimate expectation of employment beyond the term indicated in Paragraph I.A.
- E. Resignation by Superintendent. Superintendent may resign from the position during the term of this Contract or any extension thereof by providing the Governing Board with a written Notice of Resignation at least ninety (90) calendar days prior to the resignation date. If Superintendent fails to provide the Governing Board with the required notice and/or the purpose of the proffered resignation is to take a similar position in another school district before July 1, 2024, the Governing Board may exercise its discretion to approve or deny the request.
- F. Incapacity of Superintendent. If the Superintendent is unable to perform the essential functions of his position with or without an accommodation, this Contract will terminate. Until termination, the Superintendent shall be entitled to receive insurance benefits and on-going contributions to a tax-sheltered annuity as defined in this Contract. If the parties cannot agree regarding whether the Superintendent is incapacitated, the Superintendent will submit to an examination

by a certified physician. The physician will be a person selected by mutual agreement between the parties, or if the parties cannot agree, the Superintendent can choose from one of three qualified physicians nominated by the district. If the physician determines that the Superintendent can perform the essential functions of his job with a reasonable accommodation, then the Board will consider reasonable accommodations, including but not limited to a reduced workload or a temporary leave of absence, to the extent such accommodations are reasonable and would permit the Superintendent to perform the essential functions of his position. If the Superintendent is determined to be unable to perform the essential functions of his job, the Board may act to terminate his employment and may place the Superintendent on long-term disability leave. Any disability coverage, long-term or otherwise, will be determined exclusively by the Superintendent's disability insurer. Following placement of the Superintendent on long-term disability leave, the respective duties, rights and obligations of this Contract shall terminate.

- G. Unilateral Termination by Board. The Board may, at its option and upon a minimum of ninety (90) days prior written notice to Superintendent, unilaterally terminate this Contract. 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 pay to Superintendent, and Superintendent accepts as his sole remedy under this Section the right to collect from District, a sum equal to the present value of all unaccrued and unpaid salary which Superintendent would have earned under this Contract from the actual date of termination to the expiration date, not to exceed six (6) months of compensation ("**Severance Payment**"). For purposes of calculating such value of the Severance Payment, the annual salary then in effect hereunder shall be deemed to be the annual salary payable for the balance of the term of this Contract. As a condition precedent to receiving the Severance Payment, Superintendent shall execute a severance agreement acceptable to the Board, which shall include Superintendent's (i) full release of the Board, District, their 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, and (ii) 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 his employment with District up to the date of the signing of the Contract. Upon signing the Contract, the Board, the District, and its agents will release the Superintendent from all claims arising out of the Superintendent's employment with the District. This termination process is separate from and not intended to replace a dismissal for cause.
- H. Termination by Mutual Agreement. This Contract shall terminate upon written agreement between Superintendent and the Board. Superintendent shall not be entitled to the Severance Payment in the preceding section if the parties agree to mutual termination.

- I. Death of Superintendent. This Contract shall automatically and without further action by the Board or Superintendent's estate terminate upon the death of the Superintendent. Notwithstanding the foregoing, the District shall pay to Superintendent's heirs or estate the amounts to which Superintendent would otherwise be entitled for any earned and unused sick or vacation time remaining at the time of death, as well as all compensation earned and unpaid through the date of his death.
- J. Dismissal for Cause. Throughout the term of this Contract, Superintendent shall be subject to dismissal for good cause as provided for by Arizona law. The Governing Board agrees that it shall not arbitrarily or capriciously call for his dismissal.
- K. Notice and Hearing. In the event of a dismissal for good cause, Superintendent shall have the right to request a hearing by so advising the Governing Board in writing within ten (10) calendar days after notice of termination. If Superintendent chooses to be represented by legal counsel in connection with a dismissal preceding, he shall pay his own legal expenses. Such hearing shall take place as provided for under the Arizona Revised Statutes.

## II. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

- A. Certification. Superintendent shall hold a valid certificate issued by the Arizona State Department of Education. He shall possess a valid fingerprint clearance card during the entirety of his term. He shall remain legally certified to perform the duties in accordance with the assignment herein throughout the period of this Contract. The District shall not be required to pay the Superintendent for any time period in which such certificates and licenses are not valid.
- B. Performance Responsibilities. Superintendent shall be the District's Chief Executive Officer and shall be responsible for the general administration of the school system.
- C. Compliance. Superintendent shall be responsible for ensuring that the District is in compliance with applicable Federal and State laws, State Governing Board of Education rules and the District's Governing Board Policies.
- D. Procedures. Superintendent shall be authorized to establish administrative procedures in order to facilitate the fair and efficient administration of the District.
- E. Delegation and Assignments. Superintendent shall be authorized to delegate the powers and duties assigned to him to other appropriate District personnel, unless State law, Governing Board policies or Governing Board action, specifically

prohibits such delegation. He shall have discretion to organize, reorganize, arrange and assign the administrative, certified and classified staff in any manner that in his judgment best serves the District, subject to Governing Board approval in a public meeting. Superintendent shall be authorized to select, place, transfer and terminate personnel, consistent with State and Federal law, as he deems in the best interest of the District, subject to Governing Board approval in a public meeting.

- F. Annual Evaluation. On or before March 15 of each fiscal year, the Governing Board shall schedule a meeting to discuss Superintendent's performance. Superintendent and the Governing Board shall agree upon the evaluation instrument and the process used for Superintendent's evaluation. Superintendent shall be entitled to receive copies of the evaluation instrument (if one is created) that results from the process and provide a written response if Superintendent deems it necessary.

### III. COMPENSATION AND BENEFITS.

- A. Annual Salary. In consideration for services rendered in accordance herewith, the Governing Board agrees to pay Superintendent the sum of one hundred eighty thousand dollars (\$180,000) as base salary for the 2023-2024 fiscal year. The annual base salary shall be pro-rated to a daily rate to determine the additional compensation paid to the Superintendent from the date this agreement is signed until June 30, 2023.
- B. Performance Based Pay. In accordance with A.R.S. 15-341(A)(39), the parties agree that Superintendent shall be entitled to earn up to an additional 10% of his annual base salary as performance pay. The Governing Board shall assess whether to award performance-based pay based upon the goals listed for the Superintendent in the Superintendent's evaluation. The District's Governing Board shall assess Superintendent's performance annually. Such assessment shall occur in conjunction with the Superintendent's evaluation, at which time the Board shall consider whether to recommend the award of any performance-based pay. Upon a determination that the Superintendent has earned performance pay, the performance-based pay shall be payable in the next regular pay period following the annual assessment.
- C. Salary Reduction. The Board may not reduce the total compensation and benefits provided herein unless there is a pro-rata reduction in the salary of other twelve-month certificated administrators. In the event of a reduction in salary, Superintendent's compensation will not be reduced more than the percentage decrease received by other twelve-month certificated administrators.
- D. General Benefits. Superintendent shall be entitled to all benefits provided to twelve-month certificated District administrators in addition to those benefits specified herein.
- E. Health Insurance. As Interim Superintendent receives health insurance through his Spouse's employment, in lieu of the Health Insurance Benefit offered to District administrators, the

Superintendent agrees to be paid an annual stipend equal to the actual amount of the total health insurance cost for other District full time employees.

- F. Life Insurance. The District will maintain a universal life insurance policy at no less than two and one half times Superintendent's annual base salary. Superintendent will designate the beneficiary.
- G. Disability Benefits. The District shall furnish, at District's expense, a disability insurance policy to provide short-term disability income protection to Superintendent in the event of a qualifying disability. The policy shall provide coverage commencing not more than thirty (30) days after inception of the disability, and shall cover a minimum of seventy-five percent (75%) of the Superintendent's salary then in effect, during the disability, continuing until the Arizona State Disability Program begins to pay benefits to the Superintendent.
- H. Automobile Allowance. Superintendent shall be required as a condition of employment to provide an appropriate professional, executive level vehicle, no more than five years old for daily use in the discharge of duties as required to be performed under this Contract. The Governing Board shall provide the Superintendent an automobile allowance of \$850 a month for business and personal use during the term of the Contract. Superintendent shall be responsible for all costs and expenses incidental to the automobile upkeep and usage, including without limitation, acquisition or lease costs, maintenance, gas, oil, repair, and liability insurance in amount of not less than \$100,000 (per person) /\$500,000 (aggregate). A copy of the certificate of liability insurance of the Superintendent shall be filed with the District. The automobile shall be deemed his personal automobile.
- I. Equipment. The District shall provide Superintendent \$150.00 per month for use of his cellular telephone. The District shall also provide Superintendent with other equipment that is provided to other cabinet level twelve month certificated administrators at Superintendent's request. All equipment provided to Superintendent by the District shall remain the property of the District.
- J. Tax-Sheltered Annuity (TSA). The Governing Board shall provide the Superintendent, in accordance with state and federal law, at its cost: employer paid non elective deferrals into a 403(b) equal to \$12,000 over the term of this agreement.
- K. Organizational Memberships. Subject to Board approval and any applicable restrictions, including the restrictions imposed by A.R.S. § 15-511(D) Superintendent is authorized to expend up to two thousand dollars (\$2,000) for membership fees in local, state or national educational and civic organizations.
- L. Community Affairs Allowance. Subject to Board approval and any applicable restrictions, the Governing Board shall provide Superintendent a community affairs allowance up to five thousand dollars (\$5,000) per year for use at the Superintendent's discretion (receipts or written report needed for reimbursement).
- M. Professional Activities and Conferences. Subject to prior Board approval and any applicable budget restrictions, Superintendent shall be authorized to participate in professional activities and

conferences at the local, state or national level and shall be reimbursed by the Governing Board for expenses related thereto. The Governing Board shall be notified in advance if Superintendent participates in a professional activity or conference that takes him away from his duties for more than two consecutive workdays.

- N. Travel And Business Expenses. The District shall reimburse Superintendent for reasonable and necessary travel and business expenses directly incurred by Superintendent in the continuing performance of his duties under this Contract. The District's reimbursement of all expenses in this Section shall be only for job-related expenses. Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies related to reimbursement of travel and business expenses. Any travel that can be reasonably accomplished within the Superintendents car allowance shall not be subject to reimbursement. Required travel in Superintendents vehicle outside of Maricopa County shall be eligible for mileage reimbursement.
- O. General Leave and Vacation. Superintendent shall accrue twelve (12) days of general leave each fiscal year, at a rate of one day per month. The Superintendent shall be credited with twenty-two (22) days vacation on July 1 of each year of this Contract exclusive of District holidays to be used at Superintendent's discretion. Only five (5) days of vacation leave will be allowed to be carried over to the next fiscal year. At the conclusion of each Contract year, any unused vacation and leave days exceeding five (5) days shall be sold back to the District at Superintendent's current daily rate of pay, resulting in a balance not to exceed five (5) days (40 hours) per year and ten (10) days total as an accumulated balance. Upon cessation of this Contract the District shall be required to pay Superintendent the balance of unused general leave and vacation days at his current daily rate of pay.

#### IV. PROFESSIONAL LIABILITY

- A. Professional Liability. District agrees that it shall provide indemnification pursuant to District policy and liability insurance with the carrier of its choice wherein Superintendent shall be named insured. Such policy shall provide coverage to Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in his individual capacity, or in his official capacity as agent and employee of the District, provided the incident arose while Superintendent was acting within the scope of his employment.
- B. Independent Legal Counsel. In actions where the Board and Superintendent are co-defendants, and a good-faith disagreement exists as to the manner in which a claim should be defended, Superintendent may retain independent legal counsel (with Governing Board approval of counsel and fees) for his defense, the cost of which shall be paid or reimbursed by the Board or its insurance carrier, provided, however, that the foregoing shall not be constructed to require the Board to pay the legal expenses of Superintendent in any actions or proceedings in which the Board and Superintendent have adverse interests.

V. MISCELLANEOUS.

- A. Governing Law. This Contract 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 Contract and the employment relationship shall be Maricopa County, Arizona.
- B. Severability. In the event any covenant, term, condition or provision of this Contract shall be deemed by a court of competent jurisdiction to be illegal, void or against public policy, such provision shall be severed from this Contract and the remaining terms, conditions and provisions hereof shall remain in full force and effect to the extent permitted by law.
- C. Construction. This Contract has been negotiated by and between the Board and Superintendent in arms-length negotiations, and both parties are responsible for the drafting of this Contract. Both parties have reviewed this Contract with appropriate counsel, or have waived their right to do so, and the parties hereby mutually and irrevocably agree that this Contract 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 Contract.
- D. Attorney's Fees. In the event of a dispute regarding this Contract, each party is responsible for their own attorneys' fees and costs.
- E. Waiver. The waiver by either party of any covenant, term, condition or provision of this Contract 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 Contract 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.
- F. 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 his written request, to his home address as on file in the District Office, and (b) in the case of the Governing Board, the individual Governing Board Members' respective home addresses.
- G. Time. Time is of the essence of this Contract and every term and condition hereof.
- H. Non-Assignability. This Contract is a contract 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 Governing Board, which consent and approval the Governing Board may elect to grant or deny in its sole, absolute and unfettered discretion.

- I. Integration and Amendment. This Contract constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes any and 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 Governing Board.

WHEREFORE, the Governing Board has approved this Contract at a public meeting of the Governing Board and authorized the Governing Board President to execute this Contract on its behalf.

INTRIM SUPERINTENDENT

By

  
\_\_\_\_\_  
Dr. Cort Monroe

Date: 5-22-23

LIBERTY ELEMENTARY SCHOOL DISTRICT  
GOVERNING BOARD

By

  
\_\_\_\_\_  
Michael York, President

Date:

5.22.23