

LIBERTY ELEMENTARY SCHOOL DISTRICT NO. 25  
INTERIM SUPERINTENDENT CONTRACT  
WITH TREVOR E. MCDONALD

This employment contract made and entered into this 14st day of July, 2025, by and between the Governing Board of the Liberty Elementary School District No. 25 of Maricopa County (hereinafter “Governing Board” or “District”), and Trevor E. McDonald (hereinafter referred to as “Interim Superintendent”).

**A. TERM**

The Governing Board employs Interim Superintendent, and Interim Superintendent accepts employment as Interim Superintendent, a full-time position, for a term commencing on July \_\_, 2025 and ending on the start date of a permanent Superintendent or June 30, 2026, whichever occurs first. If the permanent Superintendent’s start date is before June 30, 2026, the Board will provide the Interim Superintendent with thirty (30) days’ notice prior to separation.

Interim Superintendent has no legitimate expectancy of employment beyond the end date of this Agreement and this Agreement constitutes any necessary notice of non-renewal of employment.

**B. PROFESSIONAL DUTIES OF INTERIM SUPERINTENDENT**

Interim Superintendent shall have charge of the administration of the schools under the direction of the Governing Board. He shall be the Chief Executive Officer of the Board; and, in accordance with District policy, shall direct and assign teachers and other employees of the schools under his supervision; shall assign, organize, reorganize and arrange the administrative and supervisory staff, subject to the approval of the Governing Board; shall from time to time recommend regulations, rules and procedures deemed necessary for operation of the School District; and perform all duties incident to the office of Interim Superintendent and such other duties as may be prescribed by the Governing Board from time to time.

The Governing Board has determined that Interim Superintendent is qualified to perform the duties of Superintendent of the District. Interim Superintendent hereby agrees to devote his time, labor, and attention to said employment during the term of this contract; provided, however, that Interim Superintendent, by agreement with Governing Board, may undertake consultative work, speaking engagements, lecturing, membership and offices in education organization, or other professional duties and obligations that do not interfere with his obligations under this contract, nor conflict with Arizona law.

**C. CONSIDERATION**

1. Base Salary

In exchange for the Interim Superintendent’s faithful execution of his professional duties, the Interim Superintendent shall receive a base salary of one hundred seventy-eight thousand dollars (\$178,000.00) for the term of the contract through June 30, 2026. If the start date of the permanent Superintendent is before June 30,

2026, Interim Superintendent's base salary shall be prorated. The salary shall be paid in equal installments in accordance with the rules of the Governing Board governing payment of other professional staff members in the District.

2. Cell Phone

To facilitate communication and increase the availability of the Interim Superintendent to the District and the Board, the District shall provide the Interim Superintendent with either a District-issued cell phone or a stipend of fifty dollars per month (\$50.00). The Interim Superintendent shall elect his preferred option for a cell phone.

3. Transportation

The District will pay Interim Superintendent compensation to defer the cost of use of an automobile, which is required as a condition of employment, in addition to the base salary as set forth herein. The payment shall be in the amount of six hundred fifty dollars per month (\$650.00).

This Contract requires that Interim Superintendent have at his expense an appropriate automobile available at all times for use and the discharge of the duties of the Interim Superintendent. The cost of insurance, maintenance, gasoline, oil, licensing, liability insurance, and all other expenses relating to the operation of the automobile shall be the Interim Superintendent's responsibility. The Interim Superintendent must also maintain a valid driver's license.

Interim Superintendent shall file a copy of certificate of liability insurance for the vehicle referred to in this Contract with District's business office.

4. Vacation and Sick Leave

Interim Superintendent shall receive twenty (20) days of vacation during the period of his contract exclusive of legal holidays. The President of Board shall be notified of any vacation of five (5) or more consecutive days. Interim Superintendent shall receive twelve (12) days of sick leave during the period of his contract. Up to five (5) days of unused vacation will be paid out at the Interim Superintendent's daily rate of pay upon separation from the District.

5. Professional Growth of Interim Superintendent

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

- (a) Operations, programs and other activities conducted or sponsored by local, state and national school administrators 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 Interim Superintendent to perform his professional responsibilities for the District.

Governing Board shall permit a reasonable amount of release time for Interim Superintendent to attend to such professional matters and pay for the necessary registration fees, travel and subsistence expenses, as approved by the Governing Board and in accordance with Arizona Revised Statutes § 15-342 (5) and § 15-504.

6. Professional Dues

Governing Board shall pay one hundred percent (100%) of the Interim Superintendent's membership charges to the American Association of School Administrators and Arizona School Administrators.

7. Professional Liability Coverage.

The Governing Board agrees that it shall defend, hold harmless and indemnify the Superintendent from demands, claims, suits, actions, and legal proceedings brought against him in his official capacity as an agent and employee of the Governing Board or in his individual capacity provided that the claim arose while he was acting within the scope of his employment and excluding any criminal acts. In no event shall the Governing Board's obligation hereunder exceed the authority conferred upon it by state law nor shall the obligation extend to any situation in which the Governing Board and the Superintendent have adverse interests. The parties agree that the District's current insurance coverage provided by the Arizona School Risk Retention Trust, or a comparable equivalent satisfies the District's obligations herein.

8. Performance Based-Pay

In accordance with A.R.S. § 15-341(39), the parties agree that during the 2025-2026 fiscal year, a maximum of ten percent (10%) of the base salary shall be designated as "performance-based pay", which may be earned in addition to Superintendent's annual base salary. The specific amount of any performance-based pay will be determined by the Governing Board in its sole discretion. 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.

9. Evaluation

In accordance with A.R.S. § 15-503, the Board shall provide the Interim Superintendent with periodic opportunities to discuss his relationship with the Board. The Board shall evaluate the Superintendent in accordance with the Board policies and procedures that are in effect as of the date this contract is signed.

10. General

The Interim Superintendent shall be entitled to all benefits applicable to twelve (12) month certificated administrators at the cabinet level as provided by District policy or otherwise approved by the Governing Board, unless this contract provides different or additional benefits due to his increased responsibilities and contractual obligations as the District's Chief Executive Officer and in consideration for the District's retention and recruitment of highly qualified administrative leadership.

11. Per Diem

For purposes of any per diem payments made or payable under this Agreement, the per diem rate shall be based upon the then current annual base salary divided by 260.

12. Professional and Civic Reimbursement

To the extent permitted by law, and to promote the positive image of the District and its educational accomplishments, the Superintendent shall be reimbursed up to two thousand dollars (\$2000.00) to participate in professional and civic activities including but not limited to payments for meals and incidentals.

**D. TERMINATION**

1. Cause - Interim Superintendent shall be subject to discharge for sufficient causes as provided by Arizona law. Interim Superintendent shall have all rights afforded to him under Arizona statutes if the District pursues termination for cause.
2. Unilateral Termination by Governing Board Unilateral Termination by Board. The Board may, at its option and upon a minimum of thirty (30) days prior written notice to Interim Superintendent, unilaterally terminate this Contract. Because the Interim Superintendent's damages for such a termination would be extremely difficult to calculate, Board and Interim Superintendent hereby agree that upon any such termination, the District shall pay to Interim Superintendent, and Interim 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 of base salary ("**Severance Payment**"). For purposes of calculating such value of the Severance Payment, the base salary then in effect hereunder shall be deemed to be the base 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 Interim 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 Interim Superintendent's employment with the District. This termination process is separate from and not intended to replace a dismissal for cause.

3. Mutual Agreement - This contract shall terminate upon written agreement between Interim Superintendent and Governing Board.
4. Resignation - If Interim Superintendent desires to terminate this Contract, Interim Superintendent shall provide notice of resignation to the Governing Board at least sixty (60) days prior to the intended termination date. Interim Superintendent shall notify the Governing Board before accepting any other employment. If the contract is terminated under this paragraph, Interim Superintendent shall receive only base salary prorated to the date of termination of employment and forfeit all rights to compensation and benefits under this contract after the actual termination date, with the exception of compensation for accrued but unused vacation leave and with the exception of eligibility for and election of benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA).
5. Disability - This paragraph applies if the Interim Superintendent is incapacitated. If the parties cannot agree regarding whether the Interim Superintendent is incapacitated, the Interim 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 Interim Superintendent can choose from one of three qualified physicians nominated by the District. If the physician determines that the Interim Superintendent can perform the essential functions of the Interim Superintendent's 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 Interim Superintendent to perform the essential functions of the Interim Superintendent's position. If the Interim Superintendent is determined to be unable to perform the essential functions of the Interim Superintendent's job, the Board may act to terminate the Interim Superintendent's employment. Any disability coverage, long-term or otherwise, will be determined exclusively by the Interim Superintendent's disability insurer. Following placement of the Interim Superintendent on long-term disability leave, the respective duties, rights and obligations of this contract shall terminate.
6. Death of Interim Superintendent - This contract shall automatically and without further action by Governing Board or Interim Superintendent's estate terminate upon the death of Interim Superintendent.

**E. REFERRAL OF COMPLAINTS**

Members of the Governing Board, individually or collectively, and said Governing Board in its official capacity, agree to refer promptly and without delay any serious complaints about Interim Superintendent for his information, study and recommendation.

**F. OBJECTIVES AND EVALUATIONS**

The Interim Superintendent and the Governing Board shall mutually develop goals and objectives relating to the Interim Superintendent's performance. Governing Board shall provide Interim Superintendent with periodic opportunities to discuss Interim Superintendent/governing board relationships during the term of this Agreement. The evaluation and assessment shall be related to the goals and objectives mutually developed for Interim Superintendent and District by the Governing Board and Interim Superintendent.

**G. MUTUALITY OF OBLIGATIONS**

Governing Board and Interim Superintendent shall fulfill all aspects of this contract, any exceptions thereto being by mutual consent of Governing Board and Interim Superintendent.

**H. ENTIRE AGREEMENT**

Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement among the Parties hereto with respect to the subject matter hereof, and all promises, representations, understandings, arrangements and prior agreements relating to such subject matter (including those made to or with the Interim Superintendent by any other person or entity) are merged herein and superseded hereby.

**I. WITHHOLDING**

All payments to be made to the Interim Superintendent under this Agreement will be subject to any withholdings required by state or federal law.

**J. 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. If litigation arises out of this contract, the prevailing party shall be entitled to attorneys' fees.

**K. AMENDMENTS**

No provisions of this contract may be modified, waived or discharged unless such modification, waiver or discharge is approved in writing by the District and the Interim Superintendent. No waiver of any provision of this contract shall be implied from any course of dealing between or among the parties, or from any failure by any party hereto to assert its rights under this contract on any occasion or series of occasions.

**L. SEVERABILITY**

In the event that any one or more of the provisions of this contract shall be or become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not be affected thereby.

**M. NOTICES**

Any notice or other communication required or permitted to be delivered under this contract shall be (1) in writing, (2) delivered personally, by courier service or by certified or registered mail, first-class postage prepaid and return receipt requested, (3) deemed to have been received on the date of delivery or on the third business day after the mailing thereof, and (4) addressed as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

(A) if to the District, at  
c/o Secretary to the Governing Board

(B) if to the Interim Superintendent, to him at the last address listed within the District's Human Resource records.

**N. INTERPRETATION**

In the event any provisions of this contract shall be declared invalid or unenforceable, all remaining provisions shall remain in full force and effect and binding on the parties hereto.

**O. 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 Board.

**P. SAVINGS CLAUSE**

If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such a ruling shall remain in force.

**Q. AUTHORIZATION**

This contract has been authorized and approved by the Governing Board acting in an official meeting on July 14, 2025.

SIGNATURES FOLLOW ON THE NEXT PAGE

**EXHIBIT A**

**LIBERTY ELEMENTARY SCHOOL DISTRICT #25**  
**GOVERNING BOARD RESOLUTION**  
**INTERIM SUPERINTENDENT'S EMPLOYMENT**  
**AGREEMENT PERFORMANCE PAY PLAN**

WHEREAS, the Governing Board ("the Board") of the Washington Elementary School District #6 ("the District") has determined that it is in the District's best interest to establish its own performance-based pay plan for Interim Superintendent Trevor E. McDonald ("Interim Superintendent") for the term of his Employment Agreement effective beginning on July \_\_, 2025;


NOW, THEREFORE be it resolved by the Governing Board 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 Interim Superintendent.
- II. Interim Superintendent and the Governing Board agree that during each fiscal year of Interim Superintendent's Employment Agreement, ten percent (10%) is designated as the maximum amount for Interim Superintendent's performance-based pay.
- III. The performance-based pay may be earned by Interim Superintendent in addition to Interim Superintendent's annual base salary. The performance-based pay, if earned, shall not be added to Interim Superintendent's annual base salary. The performance-based pay amount shall be payable only if and to the extent that Interim Superintendent satisfies the criteria for an award of performance pay.
- IV. Interim Superintendent shall have earned his performance-based pay if a majority of the Board members present and conducting the performance assessment agree that Interim Superintendent has met the performance-based pay goals.
- V. The above method of performance assessment (as set forth in Section III above) shall be utilized during this Agreement, unless Interim Superintendent and the Governing Board mutually agree to modify the same. The Governing Board and Interim Superintendent shall meet no later than September 1, 2025 to collaborate on developing Interim Superintendent's performance-based goals.
- VI. The Governing Board shall assess Interim Superintendent's performance as designed for each goal to determine whether he has earned performance pay. Upon a determination that the Interim Superintendent has earned performance-based pay, the performance pay amount then owing shall be payable in the next regular pay period, unless otherwise mutually agreed by the Parties. The final performance-based

payment shall be paid no later than June 30, 2026, unless the goals are such that the Interim Superintendent's performance cannot be determined by that date; in this case, the performance-based pay shall be payable in the next regular pay period following the Board's determination of what performance-based pay has been earned.

INTERIM SUPERINTENDENT

TREVOR E. MCDONALD



---

Trevor E. McDonald

GOVERNING BOARD OF THE LIBERTY  
ELEMENTARY SCHOOL DISTRICT No.  
25



---

Michelle Todd, President



---

Kris Kenyon, Vice President



---

Bryan Cirrincione, Member



---

Sarah Schmidt, Member

---

Kellie Zimmerman, Member