HIGLEY UNIFIED SCHOOL DISTRICT #60
SUPERINTENDENT'S EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into by and between the Governing Board (the "Board" or "Governing Board") of the Higley Unified School District #60, a political subdivision of the State of Arizona (the "District") located in Maricopa County, and David Loutzenheiser ("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 of Employment.

1.1 Term. The Board employs Superintendent, and Superintendent accepts employment as Superintendent, a full-time position, for a term commencing on July 1, 2025 and ending June 30, 2028 (the "Term").

1.2 Non-Renewal. While the Board may choose to offer to extend the Term of this Agreement, Superintendent has no legitimate expectancy of employment beyond the end date of this Agreement. The Board's notice of non-renewal of employment, if any, shall be provided to the Superintendent prior to April 15, 2028.

2. Professional Certification and Responsibilities.

2.1 Qualifications. Superintendent shall hold and maintain throughout the term(s) of this Agreement a valid fingerprint clearance card issued by the State of Arizona, which shall be on file in the District at all times. Superintendent shall also possess all credentials and qualifications required by Board Policy CBA and the State of Arizona.

2.2 Superintendent's Duties and Responsibilities. Superintendent shall be the District's Chief Administrative 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 Superintendent shall comply with those duties and responsibilities 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;

2.2.2 Superintendent shall perform the duties prescribed by the laws and administrative regulations of the State of Arizona and by the policies adopted thereunder by the Board, as they now exist or may be modified in the future;

2.2.3 Superintendent shall meet with the Board on an annual basis to establish District goals and objectives for that fiscal year. These goals and objectives shall be incorporated into a document and be a basic component of the criteria utilized to evaluate the Superintendent;

2.2.4 Superintendent agrees to stay abreast of current educational practices, objectives, goals, and policies that may be valuable to the District and/or the Governing Board; and

2.2.5 Superintendent agrees to perform such other reasonable duties or tasks as the Board may assign or delegate to Superintendent from time to time.

2.3 **Delegation of Duties.** Superintendent is authorized to delegate any of the powers and duties assigned to him to other appropriate District personnel, unless such delegation is prohibited by law, regulation, District policies, or direction of the Board. In the event Superintendent delegates his authority, he shall remain responsible for the fulfillment of the powers and duties.

3. Compensation.

3.1 **Annual Base Salary.** The District agrees to pay Superintendent an annual base salary of $210,000.00 for the first year of this Agreement, less applicable withholdings (the "Base Salary"). For any following years, the Superintendent may receive an annual Base Salary increase in an amount up to the average dollar increase given by the Governing Board to other twelve-month administrators. Superintendent's Base Salary shall be payable in regular installments at the same time and in the same manner as other District certificated administrators.

3.2 **Performance Based-Pay.** In accordance with A.R.S. § 15-341(A)(39), the parties agree that during each year of the Term, $7,500.00 shall be designated as "performance-based pay," which may be earned in addition to Superintendent's annual Base Salary. The designated performance-based pay may be earned by Superintendent in addition to the Superintendent's annual Base Salary. A Performance-Based Pay Plan (the "Plan") will be developed by the parties and approved by the Board no later than October 1, 2025, and, once approved, will be incorporated into this Agreement. The specific amount of any performance-based pay to be paid to the Superintendent during each year of the Term will be determined by the Governing Board in compliance with the terms and requirements

of the Plan. The performance-based pay will be paid to Superintendent within 60 days following the Board's determination as to the amount that the Superintendent has earned. The performance-based pay will not become a part of the Superintendent's Base Salary.

3.3 **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 Superintendent's annual Base Salary divided by 260.

4. **Work Calendar.** Superintendent agrees to devote his time, skill, labor and attention to the duties of Superintendent of the District and shall follow the established work schedule of other administrators in the District. It is expressly understood and agreed that the performance of the duties of Superintendent may require the Superintendent to work outside normal business hours and at non-school locations.

5. **Medical Insurance Benefit.** The District shall offer Superintendent medical insurance benefits on the same terms that the District offers other eligible executive level employees of the District. Superintendent may, at his sole discretion, choose not to participate in the District's medical insurance plan.

6. **Life and Disability Insurance Benefit.** The District shall The District shall pay the premiums, not to exceed $1,000.00 per each year of the Term, for Superintendent to obtain a Term Life Insurance Policy with a maximum policy value of $500,000.00 and with the Superintendent as the policy owner with the right to name the beneficiary or beneficiaries of the policy. The District shall report the amount of the premium payments on the Superintendent's W-2 each tax year. The District shall offer Superintendent disability insurance coverage on the same terms offered to other executive level employees of the District.

7. **Administrator Stipend.** The Board shall provide Superintendent, with an Administrator stipend at an annual amount equal to $10,000.00 paid at the same time and in the same manner as other eligible District Administrators.

8. **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. 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. This Section 8 will survive the expiration or termination of the Agreement and shall not be affected by the Superintendent's execution of the general release contemplated in Paragraph 16.3 of this Agreement.

9. **Paid Time Off.** The Superintendent shall be entitled to twenty-six (26) days of vacation and fifteen (15) days of general leave per year. Paid Time Off leave days will accrue and shall be

used in accordance with applicable District policies. At Superintendent's option, the District shall buy back a maximum of ten (10) vacation days per year of the Term at the per diem rate.

10. Professional Memberships and Dues. Superintendent shall, at the District's expense, maintain annual memberships in the American Association of School Administrators, the Arizona Association of School Administrators, and such other organizations that are relevant to the District as requested by Superintendent and approved by the Board.

11. Professional Development. Superintendent shall continue his professional development and may participate in relevant learning experiences, including attending professional development and other meetings at the local, State and national levels. The Board, in its sole discretion, may approve the expenditure of funds for Superintendent's professional development activities. Superintendent shall seek prior Board approval regarding attendance at any out-of-county professional development meetings.

12. Automobile Allowance and Requirements.

12.1 Allowance. To accomplish his work under this Agreement, Superintendent is expected to have a personal automobile available for use of school business. The District agrees to provide Superintendent with an automobile allowance of $750.00 per month during the term of this Agreement, covering all District obligations for Superintendent's personal and official automobile use, and in lieu of the District reimbursing mileage for the Superintendent's routine, business-related car travel throughout the District. The automobile allowance shall be paid in equal monthly installments on the same schedule Superintendent receives his annual Base Salary.

12.2 Requirements. Superintendent shall be responsible for all expenses relating to the good working order and operation of his automobile, including lease cost, if applicable, maintenance, gas, oil, mileage and liability insurance coverage of not less than $1,000,000.00 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 thirty (30) days' prior written notice from the carrier to the District and Board President.

13. Reimbursement of Expenses. If Superintendent travels to out of state meetings upon the Board's request and/or with the Governing Board's permission, the District shall pay for appropriate travel-related expenses, pursuant to applicable Board Policies, administrative regulations and state laws. The District shall pay or reimburse Superintendent for other lawful, reasonable and necessary business expenses incurred by Superintendent in the performance of his duties under this Agreement. The District's reimbursement of expenses under this Section shall be only for job-related expenses. Superintendent shall comply with all procedures and documentation requirements in accordance with Governing Board Policies, administrative regulations and state law.

14. **General.** Superintendent shall be entitled to the same benefits applicable to other twelve-month certificated administrators, including incidental meals and refreshments at meetings and District-sponsored events, unless this Agreement provides different or additional benefits.

15. Governing Board/Superintendent Relationships/Evaluation/Notices.

15.1 **Meetings to Discuss Relationships.** At the Superintendent's or the Board's periodic request, the Board and Superintendent shall meet to discuss Board/Superintendent relationships and expectations.

15.2 **Formal Evaluation.** The Board shall conduct at least one formal, written evaluation of Superintendent during each fiscal year of this Agreement. The standards for the evaluation shall be established by the Board in consultation with Superintendent and will focus on the Superintendent's duties, responsibilities, and progress towards established goals. In preparation for such an evaluation, Superintendent shall conduct a self-evaluation and the Governing Board shall examine various sources of information relating to the Superintendent's performance. The evaluation process shall include a discussion of the working relationship between Superintendent and the Board.

15.3 **Evaluation in Executive Session.** The Board shall conduct Superintendent's evaluation in an executive session. The written evaluation shall be a composite of individual Board Member's opinions, supported by rationale and objective evidence. A copy of the written evaluation shall be given to Superintendent.

15.4 **Response to Evaluation.** Superintendent shall be entitled to submit a written response to the Board's formal written evaluation of Superintendent. Any written response Superintendent submits shall be maintained along with Superintendent's evaluation in his personnel file.

16. Termination of Agreement.

16.1 **Discharge 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, the provisions and procedures set forth in chapter 5, article 3 of Title 15 of the Arizona Revised Statutes then in effect shall govern such termination and be followed by the Board and Superintendent. The Board may, in its discretion, suspend Superintendent from his duties or reassign him, with pay and all other employment benefits, upon serving Superintendent with notice of its intent to discharge him for cause.

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 material 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) failure or inability to provide acceptable evidence of a fingerprint clearance card; (i) violation of Governing Board Policies or federal or state laws; or (j) any other conduct that materially interferes with the continued or efficient performance of Superintendent's duties hereunder.

16.2 **Incapacity of Superintendent**. Should Superintendent be unable to perform any or all of his essential job functions with or without reasonable accommodations on a substantially full-time basis, then the Board may, at its option, terminate this Agreement after any FMLA or accumulated eligible leave has been exhausted without any compensation otherwise due under Paragraph 16.3 upon sixty (60) days' prior written notice to Superintendent that it intends to replace him unless he returns to perform the essential fundings of the Superintendent's position on a full-time basis. In no event shall such termination hinder or impair Superintendent's ability to collect any disability benefits to which Superintendent would otherwise be entitled for the disability in question under the disability insurance provided in accordance with Paragraph 6.

16.3 **Unilateral Termination By Governing Board.** The Board may, at its option and upon a minimum of sixty (60) days' prior written notice to Superintendent, unilaterally terminate this Agreement. Because 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 a sum equal to one-half (50%) of the total amount of the annual Base Salary that Superintendent would have earned under this Agreement from the actual date of termination to the end of the Agreement's Term (the "Severance Payment"). The Severance Payment shall be paid to Superintendent by the District within thirty (30) days of the District's receipt of a fully-executed Severance Agreement from Superintendent, as set forth below.

Superintendent understands and agrees that his acceptance of monies paid pursuant to this paragraph shall constitute his sole legal remedy relative to all compensation and benefits to which he might otherwise have been entitled under this Agreement. Superintendent agrees that 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 Agreement or the voluntary dismissal with prejudice of same if already initiated.

16.4 **Mutual Agreement.** This Agreement may be terminated upon written agreement between Superintendent and the Board, in which case Superintendent will receive only compensation earned through the date of termination.

16.5 **Superintendent's Unilateral Resignation.** If Superintendent unilaterally chooses to terminate this Agreement, Superintendent shall provide the Board with written notice of the same at least ninety (90) days prior to Superintendent's intended termination date. If the Agreement is terminated under this paragraph, Superintendent shall receive his prorated annual Base Salary earned through the date of termination of employment, any earned and declared performance-based pay, and a payout of any accrued but unused sick or vacation time in accordance with applicable District policies and/or the terms of this Agreement, but he shall forfeit all rights to other compensation and benefits under this Agreement for the remainder of its Term, except for eligibility for election of benefits available under COBRA.

16.6 **Liquidated Damages.** Superintendent recognizes that the District will incur expenses of securing a replacement if Superintendent does not fulfill his duties under this Agreement. Therefore, if Superintendent fails to report to duty or unilaterally resigns from employment with the District during the Term of this Agreement, Superintendent agrees to pay the District liquidated damages (and not as a penalty) in the amount of $20,000.00. The Governing Board may in its sole discretion waive this payment if Superintendent's non-performance results from circumstances beyond his control or from an agreement for resignation in lieu of dismissal. Superintendent agrees the District may withhold all or part of these liquidated damages from any amount payable to Superintendent and may take any action including filing suit to collect the liquidated damages.

16.7 **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. 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 vacation, as well as all compensation earned and unpaid at the time of Superintendent's death.

16.8 **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.

17. **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.

18. **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.

19. **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 and numbers are used herein for convenience only and shall play no part in the construction of any provision of this Agreement.

20. **Attorneys' 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.

21. **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.

22. **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 on file in the District office; and (b) in the case of the Governing Board, to the Governing Board Members at the District office.

23. **Time.** Time is of the essence of this Agreement and every term and condition hereof.

24. **Non-Assignability.** This Agreement is an agreement for services and may not be assigned by either party, nor shall Superintendent's duties hereunder be performed by any other person without the prior written consent and proper approval of the Board, except as specifically allowed in Paragraph 2.3.

25. **Integration and Amendment.** This Agreement 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 Board.

The Governing Board approved this Agreement at a properly noticed public meeting of the Governing Board held on April 1, 2025. In witness thereof, the parties indicate their agreement to the above terms by affixing their signatures below.

SUPERINTENDENT

By_____ _____, 2025
David Loutzenheiser Date

HIGLEY UNIFIED SCHOOL GOVERNING BOARD

By_____ _____, 2025
Amanda Wade, Board President Date