

Gilbert Unified School District No. 41
140 South Gilbert Road
Gilbert, AZ 85296

ADMINISTRATIVE CONTRACT

THIS CONTRACT, made and entered into on June 10, 2014, by and between C. Stevin Smith as Director of Technology, Gilbert Unified District No. 41, hereinafter referred to as C. Stevin Smith/Director of Technology and the Governing Board, Gilbert Unified District No. 41, hereinafter referred to as the Board

WITNESSETH

IN CONSIDERATION of mutual promises herein contained, the Board hereby agrees to employ and does employ C. Stevin Smith/Director of Technology of Gilbert School District, and C. Stevin Smith/Director of Technology hereby agrees to serve in that capacity for a period commencing July 1, 2014, to and including June 30, 2015, upon the following terms and conditions:

Stevin Smith/Director of Technology agrees:

- A. To maintain, throughout the term of this contract, a valid and appropriate Arizona certificate and/or Arizona state license. C. Stevin Smith/Director of Technology shall furnish the Board evidence of such certification/licensure prior to C. Stevin Smith/Director of Technology's initial term of employment with the District and thereafter upon request.
- B. To devote C. Stevin Smith/Director of Technology's full time and attention to the performance of C. Stevin Smith/Director of Technology's job responsibilities during the term of this contract.
- C. To conduct the educational affairs of the School District in a careful, prudent and businesslike manner, and to exercise due diligence in the preservation and protection of the property of the School District.
- D. To establish and carry out good educational practices and procedures in the District, as directed by the Board.
- E. To follow and enforce applicable Federal, State and local laws and the District's policies and administrative regulations. This agreement may be terminated in accordance with A.R.S. § 38-511 regarding conflicts of interest, the terms of which are incorporated herein by reference. The parties also agree to comply with all provisions of applicable federal, state and local laws relating to non-discrimination and equal employment opportunity, including but not limited to Arizona Governor's Executive Order 99-4 (1999). As required by A.R.S. § 35-391.06 and § 35-393.06, C. Stevin Smith/Director of Technology certifies that C. Stevin Smith/Director of Technology does not have a scrutinized business operation in either Sudan or Iran.

The Board agrees:

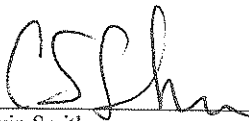
- A. To pay C. Stevin Smith/Director of Technology for the performance of C. Stevin Smith/Director of Technology's duties under this contract, a salary in the amount of Ninety-Five Thousand Five Hundred Ninety Eight Dollars (\$95,598.00), payable in regular installments at the same time and in the same manner as other salaried employees of the District. The salary listed is contingent on final approval of the 2014-2015 budget (as revised for the 100th day average daily membership) in accordance with the provisions of A.R.S. § 15-905 and the other provisions of Title 15 relating to adoption of approved budgets. C. Stevin Smith/Director of Technology acknowledges that any time after execution of the Contract the Base Salary specified above may be reduced if any of the following occurs: (1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2014-2015 fiscal year is less or becomes less than that authorized at the beginning of the 2014-2015 fiscal year; (2) the District fails to receive during the 2014-2015 fiscal year funds in the amount initially budgeted for such year; or (3) the Governing Board determines that a general salary reduction is necessary in order to effectuate economies in the operation of the District or to improve the efficient conduct and administration of the schools in the District as outlined in A.R.S. § 15-544. C. Stevin Smith/Director of Technology shall be given prior written notice of any reduction in Base Salary that occurs as a result of this paragraph. The Governing Board also may increase the total amount due under this contract if additional funds become available in the salary and benefits categories of the District budget.

- B. To provide C. Stevin Smith/Director of Technology with the fringe benefits provided to other administrative employees of the District, as adopted by the Board for the 2014-2015 fiscal year. C. Stevin Smith/Director of Technology, for services performed under this contract, shall be entitled to and shall receive 22 vacation days per year.
- C. To provide C. Stevin Smith/Director of Technology with any other fringe benefits provided other certificated employees of the District, as adopted by the Board for the 2014-2015 school year, so long as those benefits do not duplicate or contradict the fringe benefits provided C. Stevin Smith/Director of Technology as an administrative employee.
- D. To notify C. Stevin Smith/Director of Technology on or before April 15, 2015, that the District will offer C. Stevin Smith/Director of Technology a contract for the following fiscal year unless on or before April 15, 2015, the District or its authorized representative notifies C. Stevin Smith/Director of Technology of the District's intent not to offer such a contract.

IT IS MUTUALLY understood and agreed that this contract may be terminated by the Board for cause during the term of the contract, in accordance with applicable Arizona laws and Governing Board policies and administrative regulations.

IN WITNESS WHEREOF, we have hereunto set our hands to this contract for the day and year first above written.

DIRECTOR




C. Stevin Smith

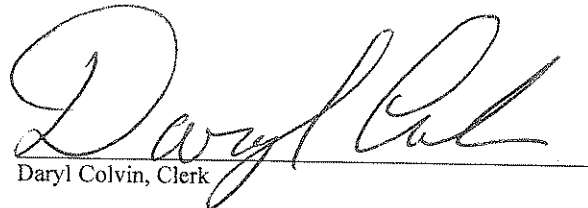
6/19/14

Date

GILBERT GOVERNING BOARD



Staci Burk, President



Daryl Colvin, Clerk

Step: 11

Work Days: 247

Employee ID Number: _____

Gilbert Unified School District No. 41
ADMINISTRATOR CONTRACT

FTE: 100%

Level: DIRLNG

This contract ("Contract") made and entered into as of its day of execution hereinafter set forth is between Gilbert Unified School District No. 41 ("District"), by and through its Governing Board, and **STEVE SMITH** ("Administrator"). District and Administrator agree as follows:

TERM OF EMPLOYMENT

- T1. The Board agrees to employ the Administrator for the term of the 2015-2016 school year. The Administrator shall be employed to work for a period of twelve months each fiscal year. (This is a total of 237 contract days).
- T2. If the Administrator is certificated, then the Board shall provide notice of the Board's intention not to renew a contract on or before April 15th. Administrator has no legitimate expectancy of employment beyond the term indicated in Paragraph T1.
- T3. Administrator may not resign effective prior to the conclusion of the final duty day, unless the resignation is first approved by the Governing Board. Administrator recognizes that the District will incur expenses of securing a replacement and possibly costs for a substitute in the event that the Administrator does not fulfill his/her obligations under the contract. In the event that the Administrator fails to report to his/her assignment or resigns from employment with the District, effective prior to the end of the term of this contract, employee agrees to pay the District the amount of Two Thousand Five Hundred Dollars (\$2,500.00) as liquidated damages, and not as a penalty. The Governing Board may waive this payment if the Administrator's non-performance results from circumstances beyond his/her control or from an agreement for a resignation in lieu of dismissal. The District may withhold all or any part of these liquidated damages from any amount payable to the Administrator after receipt of the resignation or a failure to report for duty, and may take any action, including filing suit, to collect the liquidated damages. Administrator shall reimburse the District for any collection fees, attorney fees, court costs or other reasonable expenses incurred by the District to collect the amount owed as liquidated damages.

DUTIES

- D1. The duties and responsibilities of Administrator shall be those duties as may be assigned to the Administrator by the Superintendent.
- D2. The Administrator may be assigned to any particular building, location or department within the school district at the discretion of the Superintendent and may likewise be transferred from one assignment or duties to another.
- D3. The Administrator will competently perform the duties of his assignment and will be subject to a performance evaluation. The Administrator shall be governed during employment by the policies, rules and regulations of the Board and shall fulfill all the duties and responsibilities assigned.

ADMINISTRATOR QUALIFICATIONS

- Q1. Administrator represents that Administrator has obtained all required special licenses and/or certifications so as to fulfill the duties of the position to which the Administrator has been assigned. Administrator shall maintain the same during the term of this Contract.
- Q2. Administrator has provided fingerprints to the Arizona Department of Education and maintenance throughout the term of this contract of a Fingerprint Clearance Card on file with the District, unless the Administrator's certification status does not presently require fingerprinting or a clearance card.
- Q3. This Contract is conditioned on any licenses, clearance cards and/or certifications being valid at the time that Administrator executes this Contract and continuing without interruption for the contract year, unless Administrator has written waiver executed by the Superintendent allowing Administrator to obtain the licenses and certificates at a latter specific date and maintaining same throughout the end of this Contract. In addition to any other remedies to which the District may be entitled, District shall not be obliged to pay or compensate Administrator for work performed during such period when such licenses, certifications, endorsements or certificates are not maintained and District may deduct any of that paid to Administrator attributable to such period

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from any other monies owed to Administrator by District. Administrator's employment may be terminated if these conditions are not satisfied.

- Q4. If newly hired, this contract is conditional upon receipt of a positive response from the background investigation/reference checks.

COMPENSATION

- C1. In consideration of performance of services pursuant to this Contract, the District agrees to pay Administrator, in addition to any fringe benefits provided by District policy, the sum of **\$97128.00**. The annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of salary to other members of the professional staff.
- C2. Administrator acknowledges that any time after execution of this Contract, the Base Salary specified in paragraph C1 above may be reduced if any of the following occurs: 1) the District's Base Support Level, Revenue Control Limit, or General Budget Limit authorized for the 2015-2016 fiscal year is less or becomes less than that authorized at the beginning of the 2014-2015 fiscal year; 2) the District fails to receive during the 2015-2016 fiscal year funds in the amount initially budgeted for such year; or 3) the District does not receive funds that, as of May 30, 2015, the District anticipates receiving for use in the 2015-2016 fiscal year. The Administrator shall be given not fewer than ten (10) calendar days notice of any reduction in Base Salary that occurs as a result of this paragraph.
- C3. District reserves the right, as part of a salary reduction to decrease Administrator's salary by furloughing Administrator for up to ten (10) days. Administrator will not be required to perform any duties on any days of furlough and will receive no compensation for such days. Administrator may not use paid sick leave or other paid leave time on such furlough days.
- C4. If additional revenues become available to the District through legislative appropriation, state sales tax revenues, payment of back revenue owed by the State, decrease in anticipated cuts or decrease in revenue drop, or other legal enactment and if those revenues are appropriated, authorized, and/or permitted to be used for salaries during the 2015-2016 school year, Administrator may be given a raise in salary, if so approved by the Governing Board in its sole discretion. Any such salary increase shall be apportioned to Administrator in a manner that will be determined by the Governing Board, unless the authorizing enactment specifies the method by which the increase is to be distributed. Administrator must be currently employed by the District to receive any increase.
- C5. Should Administrator believe there has been a mistake in the Administrator's salary, the Administrator shall have fifteen (15) days to notify District of the mistake. The sum stated above is intended to correspond to Administrator's step and degree placement for the 2015-2016 school year as determined by the Administrator's training and experience on record with the District, minus reductions approved by the Governing Board for fiscal year 2015-2016. If the Administrator has received more money than the Administrator is entitled for work performed, the Administrator shall, at the District's option (a) immediately repay any amount erroneously paid to the Administrator (b) allow the District to reduce future payments to the Administrator to make up for any amount erroneously paid. This remedy shall be in addition to any other remedy to which the District is entitled under policy or law.

BENEFITS

- B1. The Administrator shall receive benefits (such as but not limited to paid leave, vacation, legal holidays and other benefits) in accordance with his or her employment status (i.e. part time, retired, ten month, or twelve month, certificated or support staff) and pursuant to the applicable Governing Board Policies.
- B2. If the Administrator has retired with the Arizona State Retirement System, Administrator acknowledges as follows: that District shall not pay contributions on behalf of the Administrator pursuant to A.R.S. §§ 38-736, 38-737 or 38-797.05 during the term of this contract and that the Administrator shall not accrue credited service, retirement benefits or long-term disability program benefits pursuant to Article 2.1 of Title 38 for the period the Administrator returns to work. Administrator acknowledges that the District shall place Administrator on the salary schedule so as to recoup the costs associated with paying an alternative contribution rate pursuant to A.R.S. § 38-766.02.

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B3. To the extent appropriate for the occasion and as part of the compensation, the District may provide incidental food and beverages at mandatory staff meetings, including in-services and staff development activities/trainings, in order to foster good working relations and encourage and reward staff participation.

MISCELLANEOUS PROVISIONS

- M1. This contract of employment shall immediately terminate and employee shall be dismissed without any right to a hearing if Administrator is arrested for or charged with a non-appealable offence listed in A.R.S. § 41-1758.03 (B) or A.R.S. § 15-512 and fails to immediately report the arrest or charge to the Administrator's supervisor.
- M2. Administrator shall be evaluated through the use of an evaluation system and instrument adopted and approved pursuant to A.R.S. § 15-203(A)(38). The parties acknowledge and agree that the District's evaluation system and instrument may be amended from time to time during the term of this Contract.
- M3. Administrator affirms that all Administrator representations in this Contract as well as those contained in the Administrator's application and related documents as submitted to the District are true and accurate. Determination by the Governing Board or its authorized representative that any such representation is not true or is inaccurate may, at District's option, be deemed a material breach of this Contract and constitutes grounds for termination of employment in addition to any other action authorized by law or District policy.
- M4. This contract is subject to cancellation pursuant to A.R.S. § 38-511.
- M5. This document constitutes the entire agreement with the exception of Governing Board policies and administrative rules and regulations which may be amended from time to time, and are incorporated into this contract by this reference. This contract cancels and supersedes all prior contracts issued for any portion of the term of this contract. Any subsequent amendment or addendum must be in writing.
- M6. This contract must be signed and returned within thirty (30) days from date contract is made or it will be considered void. Execution of this contract was authorized at a legally convened meeting of the District Governing Board on 3/31/2015.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the day and year designated below.

STEVE SMITH

Administrator

GILBERT UNIFIED SCHOOL DISTRICT NO. 41

6/15/2015

Date

By _____
Board Representative



Digitally signed on: 6/15/2015

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