

***Gilbert Unified School District No. 41***  
**CABINET LEVEL ADMINISTRATOR CONTRACT**

**FTE: 100%**

**Level: SUPT**

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 **CHRISTINA KISHIMOTO** ("Administrator"). District and Administrator agree as follows:

**TERM OF EMPLOYMENT**

- T1. The Board agrees to employ the Administrator for the following term: July 1, 2015 through June 30, 2016, 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 15 of the last year of the contract term. 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

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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 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 \$203200.00 . 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)

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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. In addition to the benefits provided by District policy, the District agrees to provide the following additional compensation or benefits:
  - A. Twenty-two (22) vacation days per year;
  - B. automobile allowance in the amount of Three Thousand Dollars (\$3000.00) annually or the administrator may choose district mileage reimbursement. This automobile allowance eliminates any use of District vehicles;
  - C. work related expenses in the amount of Seven Thousand Ninety-One Dollars (\$7,091.00) annually through the Gilbert School District Insurance Trust, in accordance with applicable State and Federal laws and regulations;
  - D. Two percent (2%) of Administrator's annual salary shall be for contribution in a Tax Sheltered Annuity as designated by Administrator.
- B3. 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.
- B4. 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

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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.

CHRISTINA KISHIMOTO

Cabinet Administrator

Date

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Date

GILBERT UNIFIED SCHOOL DISTRICT NO. 41

By \_\_\_\_\_  
Board Representative

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