

## CONTRACT OF SUPERINTENDENT

This contract is entered into by and between the Governing Board of Dysart Unified School District No. 89 of Maricopa County, Arizona, hereinafter called "Board," and Gail Pletnick, Ed.D., hereinafter called "Superintendent." References to "District" shall mean Dysart Unified School District No. 89.

Board hereby employs Superintendent, and Superintendent hereby accepts employment, on the following terms.

1. TERM

This contract shall become effective July 1, 2007, and shall remain in effect until June 30, 2010, unless terminated or extended prior to that time.

2. CERTIFICATION AND RESPONSIBILITIES

A. Certification

Superintendent shall maintain throughout the term(s) of this Agreement a valid Superintendent's certificate issued by the State of Arizona.

B. Duties

1. The duties and responsibilities of the Superintendent shall be all those administrative and related duties that are assigned and delegated to the Superintendent in district policies, rules and regulations, together with such other duties as may be assigned from time to time by the Board.

2. Superintendent shall be entitled to attend all school board meetings, serve as an ex-officio member of all school board committees, and provide administrative recommendations on each item of business considered by each of these groups. Superintendent, in her discretion, and to the extent permitted by law, may delegate to other school personnel the exercise of any powers and the discharge of any duties imposed upon Superintendent; provided, however, that the Board may direct that some duties not be delegated. The delegation of any power or duty to another shall not relieve Superintendent of responsibility for the action taken under such delegation.

3. Nothing in this Contract shall be construed to give the Superintendent a contractual right to perform any particular duties, or to make it a breach of contract for the Board to direct that any such duties be performed by others if the Board concludes, in good faith, that the interests of the District would be served

thereby; provided, however, that the Superintendent's right to compensation under this contract shall not be affected by any such decision.

2. OUTSIDE ACTIVITIES, VACATION AND LEAVE

Superintendent shall be entitled to thirty (30) days of paid vacation per fiscal year. She shall also be entitled to all holidays which are taken by certified personnel. Superintendent shall be entitled to twelve (12) days of sick leave per fiscal year. Superintendent shall be entitled to an additional five (5) days' absence in each fiscal year for any other purpose. Additional time off for outside activities may be granted by the Board. Any compensation received for outside activities shall be retained by the Superintendent and shall not reduce the compensation of Superintendent under this contract. Superintendent shall be responsible for making any financial disclosure reports required by law and for assuring compliance with any applicable legal restrictions relating to the receipt of honoraria.

3. COMPENSATION

A. Superintendent shall receive an annual salary of \$155,000. This salary shall be paid in installments once every two weeks in the same manner as payment is made to other certificated employees. As provided by Arizona law, this salary may be increased, but not decreased, during the term of this contract, except pursuant to a uniform plan affecting all employees of the District.

B. The District shall pay the employer's share of Arizona State Retirement System contributions as required by law, and the District shall pay Superintendent's share of the Medicare payroll tax. Superintendent shall receive the same health and dental insurance benefits as other District personnel.

C. Superintendent shall be awarded an additional \$10,000 as performance pay if all schools achieve the school achievement portion of the Governing Board approved Certificated Proposition 301 Pay for Performance program.

D. The Superintendent will be provided \$10,000 per year in deferred compensation to be paid to the account of the Superintendent's choice. The Superintendent will instruct the District, no later than July 1st of each year, as to the identity and address of the fund.

E. The District will pay a total of \$15,375 per year for disability insurance premiums, life insurance premiums, health insurance premiums, professional dues, annuities, automobile expenses or other reasonable benefits of the Superintendent's choice. Such benefits shall be in addition to the other compensation identified in this contract.

F. In the final paycheck for each fiscal year, Superintendent shall receive additional compensation for each vacation day, sick day or additional day (but not weekend days or

holidays) on which she was entitled to be absent pursuant to paragraph 2 of this Agreement but was not absent. The rate per day for such compensation shall be calculated by dividing the Superintendent's then-current annual salary figure by 240.

4. PROFESSIONAL LIABILITY

A. The Board will defend, indemnify and hold harmless Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against Superintendent in her individual or official capacity as agent and employee of the Board, arising from acts or omissions occurring while Superintendent was acting within the scope and course of her employment for a period of five (5) years after the Superintendent is no longer under contract with the Board. To the extent allowed by law, the Board may defend Superintendent from criminal charges against her if such charges are based on conduct occurring in the scope of employment and in the good faith belief that the conduct was lawful and in the best interests of the District. The above provisions shall not be construed so as to make any individual member of the Board personally liable for defending or indemnifying Superintendent against such demands, claims, suits, actions and legal proceedings.

B. In actions where a member or members of 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 for her defense, the cost of which shall be paid or reimbursed by the District; provided, however, that the foregoing shall not be construed to require the District to pay the legal expenses of Superintendent in any action or proceeding in which the District and Superintendent have adverse interests.

5. MEDICAL EXAMINATION

A. Within four months after the commencement of this Agreement, Superintendent shall undergo a comprehensive medical examination conducted by a reputable physician or physicians of Superintendent's choosing. The physician or physicians shall submit a written statement to the Board which shall be limited to a conclusion as to whether Superintendent is physically and mentally capable of performing the duties of her office. The actual medical report of the examination shall become the property of the Superintendent and shall remain confidential as between the physician(s) and the Superintendent. The cost of the medical examination and the report shall be borne by the District.

B. At least once during each subsequent fiscal year, Superintendent shall undergo a comprehensive medical examination in accordance with subparagraph A. Superintendent shall also undergo such a comprehensive medical examination if requested to do so by the Board.

C. If the physician's statement declares that Superintendent is not capable of performing her job duties, the Board may proceed with the appointment of a Superintendent pro tempore.

6. EVALUATION

The Board shall provide the Superintendent with periodic opportunities to discuss her 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 agreement is signed.

7. TERMINATION

A. Cause

The Superintendent shall be subject to discharge for good cause. Good cause for discharge shall include, but not be limited to, (a) failure to perform in accordance with the terms / conditions of this Agreement, (b) incompetency, which shall include without limitation demonstrated and repeated deficiencies or shortcomings in Superintendent's administrative skills, (c) neglect of duty, (d) unprofessional conduct, (e) insubordination, (f) immoral or other conduct which, in the sole judgment of the Board, embarrasses or 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, (h) any failure to comply with the terms and conditions of this Agreement, (i) a knowing failure candidly to inform the Board of facts material to a determination by the Board, (j) a failure faithfully to implement decisions by the Board, and (k) and material financial mismanagement.. The Superintendent shall have the right to service of written charges in connection with any contemplated discharge for cause. Within ten days of receipt of the charges, the Superintendent may request a hearing. If no hearing is requested, the Board may proceed to determine whether the charges justify discharge for cause. If a hearing is requested, the Board may conduct the hearing itself or refer the hearing to a hearing officer for findings and recommendations, but the final decision as to discharge shall be the Board's. Any hearing shall be held within thirty days of the Superintendent's request for a hearing. If the Board refers the matter to a hearing officer, the hearing officer shall provide written findings and recommendations within ten days following the completion of the hearing, and the Board shall make its decision as to discharge within twenty days following receipt of the hearing officer's recommendations. If the Board conduct the hearing itself, it shall render a decision within twenty days following the completion of the hearing. If the Superintendent chooses to be accompanied by legal counsel at such hearing, all such legal expenses shall be paid by the Superintendent.

B. Disability

In the event that a medical report pursuant to paragraph 5(A) or 5(B) indicates that the Superintendent is unable to perform the duties and obligations of this Agreement, and in the event that such a disability continues for ninety (90) calendar days, the Board, at its

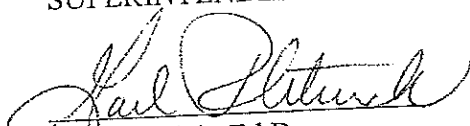
option, may terminate this Agreement, whereupon the respective duties, rights and obligations of the parties shall cease.

8. ENTIRE AGREEMENT

This writing reflects the entire agreement of the parties and supersedes any prior agreements.

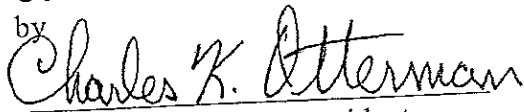
WHEREFORE, the parties have indicated their agreement to the above terms by affixing their signatures below.

SUPERINTENDENT

  
Gail Pletnick, Ed.D.

Date: May 14, 2007

GOVERNING BOARD OF THE DYSART UNIFIED SCHOOL DISTRICT NO. 89

by  
  
Charles K. Otterman, President

Date: May 14, 2007