

SUPERINTENDENT'S CONTRACT

By this Superintendent's Contract ("Contract") made this 28th day of November 2023, the Governing Board ("Board") of Catalina Foothills School District No. 16 of Pima County ("the District") and Dr. Denise Bartlett ("Dr. Bartlett" or the "Superintendent") agree as follows:

1. **EMPLOYMENT:** The District agrees to employ Dr. Bartlett and Dr. Bartlett agrees to be employed by the District for a period of three years beginning July 1, 2024, and ending June 30, 2027

2. **DUTIES:** Dr. Bartlett agrees to serve as the Superintendent of the District and to perform such other duties as may be assigned to her by the Board. Dr. Bartlett agrees to devote her full time, skill, labor and attention to her employment by obeying applicable laws as they now exist or as they may be modified or enacted during the term of this Contract, by obeying the lawful orders of the Board, and by conducting herself at all times in a professional manner and in a manner reflecting well on the District.

Subject to the laws of the State of Arizona, Board policy and directives, and contractual obligations of the District, the Superintendent shall have the authority and latitude to organize, assign, and manage administrative, supervisory, and instructional staff in the best interest of the District.

3. **CERTIFICATION:** This Contract is conditioned upon the Superintendent's furnishing to the Board and maintaining during the term of this contract the necessary certificate issued by the Arizona State Board of Education to act as Superintendent of the District.

4. **BASE SALARY:** During the term of this Contract, the District shall pay to the Superintendent an annual Base Salary of One Hundred and Seventy Five Thousand dollars (\$175,000). The Base Salary monies referenced in this paragraph are in addition to and exclusive of the contingent performance pay monies referenced in paragraph 6 below. If District administrators are given a general salary increase for the 2025-2026 and/or 2026-2027 fiscal year(s), regardless of whether such increase is a percentage salary increase or a stated fixed sum of additional salary, the Superintendent's Base Salary for such fiscal year(s) shall automatically be increased by the same percentage or dollar amount that is provided to other District administrators but shall not exceed 3% of Dr. Bartlett's current base salary. Adjustments to the base salary may be made during the contract term.

5. **BENEFITS AND SUPPLEMENT COMPENSATION:** The Superintendent shall receive the same benefits, including but not limited to insurance and short-term leave days, as set forth in District policy for other administrators on twelve-month contracts. In addition, the Superintendent shall be provided the following supplemental benefits and compensation:

- a. In addition to the term life insurance provided to all District twelve-month administrators, the District shall pay an additional one thousand dollars (\$1,000) per year toward the purchase of additional term life insurance insuring the Superintendent's life. This payment is conditioned on the Superintendent qualifying for additional term life insurance coverage under the District's currently adopted group plan.
- b. The parties agree that, due to the nature of the Superintendent's duties, she is expected and intends to engage in significant travel within the District (as well as elsewhere within Pima County) for business purposes. The parties also agree that the Superintendent will not be supplied with a District automobile for business use

within Pima County and that the Superintendent will therefore incur significant business-related transportation expenses. The District therefore agrees to pay to the Superintendent, as additional compensation, a Transportation Allowance in the amount of seven thousand two hundred dollars (\$7,200) per year during the term of this Contract. In consideration of this Transportation Allowance, the Superintendent agrees not to submit requests for mileage reimbursement for business travel inside Pima County. For business travel outside Pima County, the Superintendent is permitted to submit and receive customary mileage reimbursement.

- c. The Board encourages and expects the Superintendent to engage in District-related civic and business activities both inside and outside of Pima County, and encourages and expects the Superintendent to establish business, professional, and social contacts in the community in order to build community support for the District. The Board recognizes that these activities will require the Superintendent to incur significant expenses, many of which will not be able to be reimbursed. The District therefore agrees to pay to the Superintendent, as additional compensation, a Business and Civic Activity Allowance in the amount of two thousand five hundred dollars (\$2,500) per year during the term of this Contract.
- d. The Board expects and encourages the Superintendent to maintain electronic/digital contact with District Board members and administrators regardless of her physical location inside or outside the District. The District therefore agrees to pay to the Superintendent, as additional compensation, a Technology Allowance in the amount of one thousand two hundred dollars (\$1,200) per year during the term of this Contract.
- e. The Superintendent shall be entitled to twenty-five (25) paid vacation leave days per year. Vacation leave days will accrue and shall be used in accordance with District policies applicable to administrators with twelve-month contracts.

6. PERFORMANCE PAY: During each fiscal year of this Contract, in addition to the Base Salary and other compensation paid to the Superintendent, the District shall set aside five thousand dollars (\$5,000) as contingent performance pay monies. The Superintendent shall earn performance pay monies based on her progress on and/or achievement of agreed-upon goals, as follows: During July and/or August of each year of this Contract, the Superintendent and Board shall establish agreed upon goals for the Superintendent. Between May 20 and June 20 of each year of this Contract, the Superintendent shall be rated on a scale of 0% to 100% with respect to whether, overall, she has demonstrated appropriate progress with respect to, and/or has achieved, the agreed-upon goals. The rating will be reflected by a single vote of the Governing Board. The Superintendent will be paid performance pay monies based on this percentage rating multiplied by the five thousand dollars (\$5,000) of performance pay monies set aside for that fiscal year. Performance pay monies shall be paid to the Superintendent in a lump sum, subject to customary deductions, on or before June 30 of each fiscal year.

7. CONSULTING AND OUTSIDE ACTIVITIES: The Superintendent may use some or all of her vacation time to participate in consulting, lecturing, writing, speaking, or other professional outside activities, so long as such activities do not substantially interfere with the performance of her duties to the Governing Board and provided such activities do not detract from or are not inconsistent with her role as Superintendent of the District. If the Board deems the activity to be in violation of this section, it may ask the Superintendent to discontinue such consulting/outside activities. The Superintendent agrees to

discontinue consulting/outside activities that violate this section when requested to do so by the Board. In no case will the Board be responsible for any expense related to the performance of such outside activities.

8. PROFESSIONAL DEVELOPMENT: The Governing Board expects and encourages the Superintendent to continue her professional growth by participating in the meetings, operations, programs and other activities sponsored by local, state, and national school administration and school board associations, and by participation in seminars and courses that would serve to enhance her ability to carry out her duties in the District. The Governing Board will allow a reasonable amount of release time to attend to such matters and, to the extent permitted by A.R.S. §15-511(D), will pay the expenses of such memberships and attendance within the budgetary limits established by the Governing Board.

9. PROFESSIONAL LIABILITY: The Governing Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against her in her official capacity as an agent and employee of the Governing Board or in her individual capacity, provided that the claim arose while she was acting within the scope of her employment and excluding any criminal investigation and/or prosecution. 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.

10. TERMINATION FOR CAUSE: Nothing in this Contract is intended, nor shall it be construed, to affect or alter the Governing Board's right to dismiss the Superintendent for cause. In the event of termination for cause, the Superintendent shall be entitled to no payments or benefits after the effective date of the termination, including but not limited to any payments or benefits that otherwise might be due upon termination of this Contract.

11. ARIZONA LAW GOVERNS: This Contract has been executed in Arizona and shall be governed in accordance with the laws of the State of Arizona.

12. LIMITATION CLAUSE: Nothing in this Contract shall be deemed to impair or limit the rights, duties, or powers conferred upon the Board or the Superintendent by virtue of the laws of the State of Arizona and the regulations of the State Board of Education. If any provision of this Contract is found to violate applicable law or regulation, it shall be deemed severable from the remainder of the Contract.

13. PAYMENT OF ALLOWANCES: The Transportation Allowance, the Business and Civic Activity Allowance, and the Technology Allowance that are referenced in paragraph 5 above shall be paid to the Superintendent in a lump sum in July of each fiscal year, subject to customary deductions. Should, for any reason, the term of this contract not be fulfilled by Dr. Bartlett and her employment is terminated, Dr. Bartlett agrees to reimburse the District for any allowances advanced for any time period after the termination of employment. Insurance Expense Allowance payments shall be subject to customary deductions and shall be divided into equal payments that are paid on the same dates as Base Salary payments are paid.

14. INTEGRATION AND ATTORNEY'S FEES: This Contract contains all the terms agreed upon by the parties with respect to the subject matter of this Contract, and it supersedes all prior agreements, arrangements, and communication between the parties, whether oral or written. Any subsequent amendment or addendum to this Contract must be in writing and signed by both parties. If either party is required to commence litigation to enforce the terms of this Contract, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, this Agreement is executed by the Governing Board and Dr. Denise Bartlett this 28th day of November, 2023.

Dr. Denise Bartlett

Denise Bartlett

GOVERNING BOARD

[Signature]
Robert S. Hadley
[Signature]
[Signature]
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