

**EMPLOYMENT CONTRACT BETWEEN  
GARY T. CATALANI  
AND THE GOVERNING BOARD OF  
SCOTTSDALE UNIFIED SCHOOL DISTRICT NO. 48**

This Employment Contract ("Contract") is made and entered into this 3<sup>rd</sup> day of March, 2009, (hereinafter "Effective Date"), by and between the Governing Board of the Scottsdale Unified School District No. 48, hereinafter referred to as DISTRICT or GOVERNING BOARD, and Gary T. Catalani, hereinafter referred to as SUPERINTENDENT.

WHEREAS, DISTRICT desires to provide SUPERINTENDENT with a written Employment Contract in order to enhance administrative stability and continuity within the schools which DISTRICT believes generally improves the quality of its overall educational program; and,

WHEREAS, DISTRICT and SUPERINTENDENT believe that a written Employment Contract is necessary to describe their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the educational program of the schools.

NOW, THEREFORE, DISTRICT and SUPERINTENDENT, for the consideration herein specified, agree as follows:

**1. TWO-YEAR, THREE-MONTH TERM**

This Contract shall commence on April 2, 2009, and shall end on June 30, 2011.

**2. RENEWAL/NON-RENEWAL AND NOTICE**

A. DISTRICT may, by specific action and with the consent of SUPERINTENDENT, extend the termination date of the existing Contract to the full extent permitted by State law.

B. Not earlier than May 1 of the fiscal year preceding the final fiscal year of this Contract, the GOVERNING BOARD may offer to extend or renegotiate this Contract for a new term permitted by A.R.S. § 15-503. Superintendent shall notify Board of the provisions of this section at least sixty days before May 1 of the fiscal year preceding the final fiscal year of this Contract. The GOVERNING BOARD, in its sole discretion and with or without cause, may decline to extend or renegotiate this Contract for a new term in the fiscal year preceding the final fiscal year of this Contract, or determine to not offer a new Contract in the last fiscal year of this Contract. Further, if requested by the Superintendent, this Contract shall not be extended. If (1) this Contract is not extended or renegotiated in the fiscal year preceding the final fiscal year of this Contract, or (2) a new Contract is not offered in the last fiscal year of this Contract, the Contract shall continue only for the balance of the term set forth in this Contract and shall not be renewed unless renewal is specifically approved by the GOVERNING BOARD, all subject to Paragraphs 11 and 12 of this Contract.

C. If DISTRICT determines to extend the Contract term pursuant to subsection B above, then this Contract shall be extended on the same terms and conditions set forth herein subject to such increases in compensation or benefits as GOVERNING BOARD shall determine in its sole discretion as set forth herein, and without any need to renegotiate the terms of this Contract. If DISTRICT determines to not extend the Contract pursuant to Subsection B above, it shall notify SUPERINTENDENT by February 1 of the final fiscal year of the Contract. SUPERINTENDENT shall give GOVERNING BOARD notice of this deadline at least sixty (60) days in advance.

**3. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT.**

A. Certification. SUPERINTENDENT shall obtain a valid, Arizona reciprocal superintendent certificate, issued by the Arizona Department of Education, on or before June 30, 2009. Thereafter, SUPERINTENDENT shall maintain a valid superintendent certificate, issued by the Arizona Department of Education, for the remainder of the employment contract.

B. Duties. SUPERINTENDENT shall have charge of the administration of the schools under the direction of the GOVERNING BOARD. SUPERINTENDENT shall at all times conduct the administration of the schools in accordance with the statutes of the State of Arizona and the policies set by the GOVERNING BOARD, and in compliance with any other applicable law or regulation.

C. Outside Activities. SUPERINTENDENT shall devote his full professional time, attention and energy to the business of the DISTRICT. However, he may serve as a consultant to other districts or educational entities or agencies, lecture, engage in writing activities and speaking engagements, or engage in other activities which are of a short-term duration, as long as the absences do not interfere with the performance of his duties. Any compensation received shall be retained by SUPERINTENDENT.

**4. PROFESSIONAL GROWTH OF SUPERINTENDENT.**

DISTRICT encourages the continuing professional growth of SUPERINTENDENT through his participation, as he might decide in light of his responsibilities as SUPERINTENDENT, in:

A. The operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;

B. Seminars and courses offered by public or private educational institutions;  
and

C. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of SUPERINTENDENT to perform his professional responsibilities for DISTRICT.

D. DISTRICT shall permit a reasonable amount of release time for SUPERINTENDENT to attend such matters and shall pay up to and including fifteen hundred dollars (\$1500.00) for the necessary fees for travel and subsistence expenses, as approved by DISTRICT in the annual budget. SUPERINTENDENT shall keep a current record available to the GOVERNING BOARD of all such release time utilized by SUPERINTENDENT.

**5. COMPENSATION.**

A. Base Salary. DISTRICT shall pay SUPERINTENDENT at an annual base salary rate of one hundred ninety-five thousand dollars (\$195,000.00). This annual salary rate shall be paid to SUPERINTENDENT in accordance with the schedule of salary payments in effect for other certified employees. For the first three months of this contract, the salary shall be annualized.

B. Adjustment to Annual Salary. SUPERINTENDENT shall receive a salary increase commensurate with the average salary percentage increase of the administrator groups in School Year 2010-2011 and annually thereafter if the Contract is extended.

**6. VACATION AND OTHER BENEFITS.**

A. Health and Life Insurance. SUPERINTENDENT waives health benefits. SUPERINTENDENT also waives life insurance. SUPERINTENDENT does not waive disability insurance.

B. Payments in Lieu of Health Benefits. In lieu of health benefits, DISTRICT shall pay SUPERINTENDENT ten thousand dollars (\$10,000.00), less applicable deductions and assessments, to be paid on April 2, 2009. Beginning in January 2010, DISTRICT shall pay SUPERINTENDENT a deferred compensation payment, for either a (457(b)) or a (403(b)) plan. Such payments shall be made quarterly in the amount of two thousand, five hundred dollars (\$2500.00) each quarter. Such payments shall terminate with this Employment Contract, ending with a final two thousand, five-hundred dollar (\$2500.00) payment in April 2011.

C. Sick Leave and Vacation. On April 2, 2009, SUPERINTENDENT shall be credited with ten (10) days of general leave. Vacation leave shall be accrued to match the annual allocation of 25 vacation days, prorated. In addition, on July 1 of each subsequent year of this Contract, SUPERINTENDENT shall be credited with sixteen (16) days of general leave. On July 1st of each year of this Contract, SUPERINTENDENT shall be credited with twenty-five (25) days vacation. Unused general leave days may be accumulated and carried over in additional contract years. Unused vacation days, up to and including forty-five (45) days, may be accumulated and carried over into the next Fiscal Year.

D. Reimbursement of Leave Upon Severance. Upon severance, SUPERINTENDENT shall be reimbursed at the rate of fifty percent (50%) all unused general leave days. SUPERINTENDENT shall be reimbursed, at the rate of fifty percent (50%), all vacation days, up to forty-five (45) days, upon severance. The rate of calculation shall be the daily rate.

E. Educational Membership Fees. Up to a limit of fifteen hundred dollars (\$1,500.00) per year, DISTRICT shall pay one hundred percent (100%) of SUPERINTENDENT's membership charges to the American Association of School Administrators, the Arizona Association of School Administrators and other professional and civic groups, membership in which SUPERINTENDENT feels it is necessary to maintain and improve his professional skills, as permitted by State law and as approved by DISTRICT in the annual budget.

F. Annuity. DISTRICT, in accordance with applicable state and federal law, and in accordance with the request of SUPERINTENDENT, shall in addition, provide compensation to SUPERINTENDENT of nine thousand dollars (\$9,000.00) annually, beginning July 1, 2009, as designated by SUPERINTENDENT for payment into a tax-deferred annuity or other investment program as selected by SUPERINTENDENT.

G. Travel and Other Expenses. The DISTRICT shall reimburse the SUPERINTENDENT for reasonable and necessary travel and business expenses for education-related purposes directly incurred by the SUPERINTENDENT as approved by DISTRICT in the annual budget.

H. Automobile Allowance. The GOVERNING BOARD shall provide SUPERINTENDENT an automobile allowance of \$600 a month for business and personal use during the term of the Contract. SUPERINTENDENT shall be responsible for all expenses associated with the automobile.

I. Professional Liability. DISTRICT agrees that it shall indemnify SUPERINTENDENT in accordance with DISTRICT policy ("Indemnification") and obtain liability insurance with the carrier of its choice wherein SUPERINTENDENT shall be a named insured. To the extent allowed by law, and subject to standard exclusions, such liability insurance policy shall provide coverage to SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceeds brought against SUPERINTENDENT in his individual capacity, or in his official capacity as agent and employee of DISTRICT, provided the incident arose while SUPERINTENDENT was acting within the course and scope of his employment.

In no case will individual Board members be considered personally liable for indemnifying SUPERINTENDENT against such demands, claims, suits, actions and legal proceedings.

J. In the event SUPERINTENDENT reasonably determines that there is a conflict between his interest and that of DISTRICT, SUPERINTENDENT may select independent counsel of his choice, only to the extent the expense is covered by the aforementioned insurance policy or is covered by DISTRICT policy and as permitted by State law.

K. DISTRICT shall not, however, be required to pay any costs of any legal proceedings or disputes of any kind in the event DISTRICT and SUPERINTENDENT have adverse interests in such litigation or dispute.

7. **EVALUATION.**

The GOVERNING BOARD shall evaluate and assess the performance of SUPERINTENDENT semi-annually, no later than June 8 and December 8 of each year, during the term of this Contract, as required by DISTRICT policy and State law. SUPERINTENDENT shall provide GOVERNING BOARD with sufficient notice of the requirements of this Paragraph to permit the GOVERNING BOARD to perform the evaluation in a timely manner.

8. **TERMINATION BY DISTRICT FOR CAUSE.**

A. Throughout the term of this Contract, SUPERINTENDENT shall be subject to discharge for good cause, except that the GOVERNING BOARD shall not arbitrarily and capriciously dismiss him. Prior to taking any final termination action, the GOVERNING BOARD shall serve SUPERINTENDENT a written notice of intent to terminate and a statement of the reasons for the termination (hereafter "statement of charges"). "Cause" means a cause which bears any reasonable relationship to SUPERINTENDENT's unfitness to discharge his duties assigned or is in a reasonably objective sense detrimental to DISTRICT, to be determined solely in the best judgment of the GOVERNING BOARD. "Cause" includes but is not limited to the following:

- a. Poor performance.
- b. Commission of a felony or serious misdemeanor.
- c. Conduct constituting moral turpitude.
- d. Material breach of any provision of this Contract.
- e. Excessive use of alcohol or drugs.
- f. Failure or refusal to perform normal and expected duties or those duties specifically assigned by the GOVERNING BOARD or DISTRICT policy.
- g. Fraud, misrepresentation, or concealment of material facts and disloyalty.
- h. Breach of confidentiality.
- i. Sexual harassment.
- j. Any substantially similar acts or omissions that constitute good cause for termination of SUPERINTENDENT'S Contract.

B. After a notice of intent to terminate and a statement of charges for the termination have been served on SUPERINTENDENT prior to termination, he will be afforded a right to appeal as set forth below.

C. SUPERINTENDENT may request a hearing on the statement of charges by so advising the GOVERNING BOARD in writing within ten (10) days from receipt of the statement of charges. Upon request from SUPERINTENDENT for a hearing, the GOVERNING BOARD shall set a date not less than fourteen (14) nor more than thirty (30) days after receipt of the request, unless agreed upon by both parties that a different date should be set. The parties agree that such hearing shall be conducted by an arbitrator satisfactory to both parties. The hearing and discovery procedures shall be established by the arbitrator and shall be substantially in accordance with the discovery and hearing procedures set forth in the American Arbitration Association National Rules for the Resolution of Employment Disputes. The hearing shall be held either in Phoenix or Scottsdale at a location selected by the arbitrator. If the parties cannot agree on an arbitrator, an arbitrator shall be selected by the Presiding Judge of the Maricopa County Superior Court. The ruling by the arbitrator shall be final and binding on all parties for all purposes and may be confirmed in any court of competent jurisdiction. If the arbitrator grants his appeal, the exclusive remedy the arbitrator may award to SUPERINTENDENT is the remedy set forth in Paragraph 9 herein.

D. Upon service of a notice of intent to terminate SUPERINTENDENT, the GOVERNING BOARD may, at its discretion, place SUPERINTENDENT on paid administrative leave immediately upon issuance of such notice.

**9. TERMINATION OF CONTRACT FOR NO CAUSE.**

A. The GOVERNING BOARD or SUPERINTENDENT may terminate this Contract without cause with no less than ninety (90) days written notice.

B. The parties acknowledge that if GOVERNING BOARD terminates SUPERINTENDENT pursuant to this Paragraph, the damages to SUPERINTENDENT will be difficult to calculate. It is therefore agreed that if GOVERNING BOARD terminates SUPERINTENDENT according to this Paragraph, DISTRICT shall pay SUPERINTENDENT his base salary, as defined in Paragraph 5A-B, for the remainder of his Contract term, plus any payment for accumulated leave and/or vacation to which SUPERINTENDENT is entitled pursuant to Paragraph 6D (the "Severance Payment"). In no event, however, shall the Severance Payment exceed the amount of SUPERINTENDENT's base salary for eighteen (18) months plus payment for accumulated leave and/or vacation to which SUPERINTENDENT is entitled pursuant to paragraph 6D.

C. As a condition precedent to receiving the Severance Payment, SUPERINTENDENT shall execute a severance agreement acceptable to the GOVERNING BOARD, which shall include SUPERINTENDENT'S (i) full release of the GOVERNING BOARD, DISTRICT and all of 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.

D. If SUPERINTENDENT's employment is terminated pursuant to this Paragraph, all fringe benefits furnished by DISTRICT shall terminate on the date of termination of this Contract.

**10. SAVINGS CLAUSE.**

If, during the term of this Contract, a Court of competent jurisdiction determines that a specific clause of the Contract is illegal in federal or State law, the remainder of the Contract not affected by such a ruling shall remain in force.

**11. NOTICES.**

All notices or other communications provided for in this Contract to be given or sent to a party by the other party shall be deemed validly given or sent if in writing and hand-delivered or mailed, postage prepaid, by registered or certified United States mail, return receipt requested, addressed to the parties at their addresses set forth above. Any party may give notice to the other party at any time by the methods specified above, a change in the addresses at which, or the person to whom, notices to be addressed as follows:

If to SUPERINTENDENT:

Gary T. Catalani  
c/o Scottsdale Unified School District No. 48  
3811 North 44<sup>th</sup> Street  
Phoenix, AZ 85018

If to GOVERNING BOARD:

President, Governing Board  
Scottsdale Unified School District No. 48  
3811 North 44<sup>th</sup> Street  
Phoenix, AZ 85018

**12. ENTIRE AGREEMENT.**

This Contract contains the entire understanding between the parties with respect to the employment of SUPERINTENDENT by DISTRICT, and supersedes all prior and contemporaneous agreements and understandings, inducements and conditions, express or implied, oral or written with respect to said employment. There are no representations, warranties or commitments, except as set forth or referred to herein. The express terms of this Contract control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms in the Contract.

**13. MODIFICATION.**

This Contract may not be amended or modified other than by a written agreement or addendum fully executed by DISTRICT and SUPERINTENDENT.

**14. GOVERNING LAW.**

This Contract shall be deemed to have been executed and delivered within the State of Arizona, and the rights and obligations of the parties under this Contract shall be construed and enforced in accordance with, and governed by, the laws of the State of Arizona without regard to principles of conflicts of laws.

**15. SIGNATURES AND COUNTERPARTS.**

The parties acknowledge and agree that this Contract may be executed by facsimile and in counterparts, all of which shall constitute one instrument and shall be deemed to be an original.

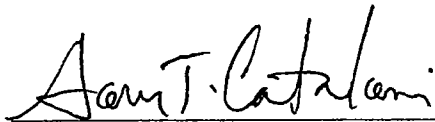
**16. ADVICE OF COUNSEL.**

SUPERINTENDENT and DISTRICT acknowledge that this is a legally binding Contract, and further acknowledge and agree that they have had the opportunity to consult with legal counsel of their choice.

IN WITNESS WHEREOF, DISTRICT has caused this Employment Contract to be approved in its behalf by a duly authorized officer and SUPERINTENDENT has approved this Employment Contract effective on the day and year specified in Paragraph 1.

SUPERINTENDENT

GOVERNING BOARD OF THE SCOTTSDALE  
UNIFIED SCHOOL DISTRICT NO. 48



GARY T. CATALANI, Ed.D.

By 

PRESIDENT OF GOVERNING BOARD  
KAREN BECKVAR  
OR BOARD MEMBER