

TUCSON UNIFIED SCHOOL DISTRICT NO. 1

ADDENDUM TO EMPLOYMENT CONTRACT (FOR SERVICE AS INTERIM SUPERINTENDENT)

This Third Addendum (“Addendum”) is entered into this 27th day of June, 2017, between Tucson Unified School District No. 1 of Pima County, Arizona (the “District”), through its Governing Board (the “Board”), and Dr. Gabriel Trujillo (“Dr. Trujillo” or “Interim Superintendent”) (collectively, “the parties”).

The District currently employs Dr. Trujillo as its Assistant Superintendent for Curriculum and Instruction through an existing contract of employment and first contract addendum executed by Dr. Trujillo on August 19, 2016 (together, “the existing contract”). In addition, the Board and Dr. Trujillo have entered into a Second Addendum to the existing contract, by which the Board asked, and Dr. Trujillo agreed, to assume additional responsibilities and duties as Interim Superintendent of the District beyond those contemplated by the existing contract and pending the Board’s recruitment and hiring of a new superintendent for the District. The Board wishes to extend Dr. Trujillo’s term of service as Interim Superintendent, and Dr. Trujillo is willing to continue serving in that capacity. In addition, the Board wishes to renew Dr. Trujillo’s contract as Assistant Superintendent for Curriculum and Instruction.

The parties believe that the educational program and mission of the District will benefit from a Board-Interim Superintendent relationship in which the respective roles of the parties are clearly defined through the mutual promises and covenants included in this Addendum.

1. DUTIES AND RESPONSIBILITIES:

Dr. Trujillo agrees, during the term of this Addendum, to faithfully perform the duties and obligations of Superintendent of the District and as executive head of the administration of the District, including, but not limited to, those duties and obligations imposed by the laws of the State of Arizona, the policies of the Board, and the administrative regulations of the District. Dr. Trujillo shall have, under the direction of the Board, general supervision and management of all the District schools and facilities. Dr. Trujillo shall act as an advisor to the Board on matters pertaining to the school administration or the School District, and he will inform the Board as to administrative action taken on the Board’s behalf. Dr. Trujillo shall recommend, effect, or cause to be effected, the policies and programs of the Board as they may be adopted and revised.

Provided that such action occurs in compliance with applicable law and Board policies, and is not contrary to any specific action or directive of the Board, Dr. Trujillo shall have the authority and responsibility to organize, reorganize, and arrange administrative, supervisory and other staff positions within the District, and the authority and

responsibility to place and transfer personnel within the District. This authority shall include the ability to assign some of his existing duties as Assistant Superintendent of Curriculum and Instruction, the position in which he shall also continue to serve during his term as Interim Superintendent under this Addendum. Any modification of his duties as Assistant Superintendent of Curriculum and Instruction shall be only be made after consultation with the Board. As Interim Superintendent, Dr. Trujillo shall make recommendations for the hiring and termination of District employees, but all final hiring and termination decisions shall be made by the Board.

Dr. Trujillo shall, at all times during the term of this Addendum, or any renewal thereof, hold and maintain (a) a valid superintendent's certificate issued by the Arizona State Department of Education, and (2) a valid fingerprint card.

2. TERM AND NATURE:

The Board agrees to employ Dr. Trujillo as Assistant Superintendent for Curriculum and Instruction for the 2017-2018 Fiscal Year. The Board directs the issuance of an appropriate Senior Leadership Team Contract to Dr. Trujillo to effect such employment. In addition, the Board agrees to employ Dr. Trujillo as Superintendent on an interim basis for the term commencing on July 1, 2017, and continuing to and including September 30, 2017, or the date on which a new Superintendent begins serving, whichever date is earliest. The parties may mutually agree to extend the term of this Addendum or enter into a new form of contract for continuing service by Dr. Trujillo as Superintendent. If this Addendum is terminated because a new Superintendent has begun serving the District, Dr. Trujillo shall continue in his position as Assistant Superintendent for Curriculum and Instruction, consistent with then current terms of employment applicable to the position at that time.

3. INTERIM SALARY ADJUSTMENT:

In consideration of the additional efforts, expertise and leadership required of Dr. Trujillo as Interim Superintendent under this Addendum, the Board agrees that Dr. Trujillo's annualized base salary ("Base Salary") shall be Two Hundred Thousand Dollars (\$200,000.00), on an annualized basis, to be paid by installment payments in the same manner as salary payments paid to other twelve-month District administrators. Upon expiration of this Addendum or any extension thereof, Dr. Trujillo's base salary shall return to that appropriate for his assignment as Assistant Superintendent of Curriculum and Instruction.

4. PERFORMANCE STIPEND:

Arizona law requires that this superintendent contract include performance pay, and it is the intention of the parties that the Performance Based Compensation provided for in Dr.

Trujillo's existing contract fulfill this requirement. None, some, or all of the Performance Based Compensation described under the existing contract shall be paid to Dr. Trujillo as Interim Superintendent and Assistant Superintendent for Curriculum and Instruction based on his partial or complete achievement performance goals to be set by the Governing Board as soon as possible following execution of this Addendum, in consultation with Dr. Trujillo. The Board and the Dr. Trujillo shall meet to discuss the evaluation of his performance as Interim Superintendent, with specific reference to these specified performance goals and shall determine the amount of the Performance Based Compensation to be paid.

5. EVALUATION:

The Board shall evaluate the Interim Superintendent, under this Addendum, no later than September 15, 2017, using the criteria and an evaluation process developed by the Board in consultation with the Superintendent.

6. FRINGE BENEFITS AND ADDITIONAL COMPENSATION:

The Interim Superintendent shall remain entitled to receive all forms of fringe benefits and additional compensation provided to him under the existing contract.

7. REIMBURSEMENT OF EXPENSES FOR PROFESSIONAL ACTIVITIES

The Board encourages the Interim Superintendent to engage in District-related business and professional activities both inside and outside of Pima County. The Board recognizes that these activities will require the Interim Superintendent to incur significant expenses. The Superintendent shall be reimbursed for such expenses as permitted by law, and unless otherwise determined by the existing contract terms.

8. COMPLETE AGREEMENT; REQUIREMENT THAT AMENDMENTS BE IN WRITING; AND SEVERANCE OF TERMS:

This Addendum, together with the existing contract, contains the entire agreement between the parties, and any prior or contemporaneous agreements, whether oral or written, are voided by execution of this Addendum. Any subsequent amendment(s) or addendum(s) to this Addendum must be in writing and be signed by both parties. If a court of competent jurisdiction finds any provision of this Addendum to be unenforceable, it is the intention of the parties that the remainder of the Addendum shall remain in full force and effect.

This Contract of Employment of Superintendent was approved by the Tucson Unified School District Governing Board at a meeting held on the 27th day of June, 2017.

SUPERINTENDENT:

GOVERNING BOARD OF
TUCSON UNIFIED SCHOOL
DISTRICT NO. 1 OF PIMA
COUNTY, ARIZONA

Dr. Gabriel Trujillo

Date: _____

By: Michael Hicks

Its: President

Date: _____