

# Ganado Unified School District No.20

Our Vision is to be a professional learning community that focuses on all students exceeding educational expectations.



Our Mission is to ensure all students a quality education and strengthen Diné cultural values for life long learning.

## Minutes of Public Meeting Of the Governing Board of the Ganado Unified School District No. 20 December 14, 2022, at 8:30 a.m. – District Board Room, Ganado, Arizona

- I. CALL TO ORDER:** Marcarlo Roanhorse, Board President called the meeting to order at 8:44 a.m.
- II. ROLL CALL:** Judy James was present in person; Wanda Begay was present in person; Teresa Gorman was present by zoom; Marcarlo Roanhorse was present by zoom.
- III. APPROVAL OF AGENDA: Discussion, and Possible Action to Approve the Agenda.** Mrs. Wanda Begay motions to approve the agenda, second by Ms. Judy James.  
*Voice Vote: Ms. James – Aye; Mrs. Begay – Aye; Mrs. Gorman – Aye; Mr. Roanhorse – Aye;*  
*Motion Carries: 4, 0, 0*

Mrs. Teresa Gorman motions to enter into executive session on IV. Old Business, item A, second by Mrs. Wanda Begay. Entered into executive session at 8:47 a.m.

*Voice Vote: Ms. James – Aye; Mrs. Begay – Aye; Mrs. Gorman – Aye; Mr. Roanhorse – Aye;*  
*Motion Carries: 4, 0, 0*

Ms. Judy James motions to exit executive session, second by Mrs. Teresa Gorman. Exited executive session at 8:56 a.m.

*Voice Vote: Ms. James – Aye; Mrs. Begay – Aye; Mrs. Gorman – Aye; Mr. Roanhorse – Aye;*  
*Motion Carries: 4, 0, 0*

Nathan Schott with Hufford, Horstman, Mongini, Parnell, Tucker PC provided a synopsis of what transpired in executive session. He stated that the board entered into executive session for settlement negotiation updates over the past couple of days. He stated that he has conveyed the district's information to Dr. Dobias' attorney and reported to the board on where things stand. There is no action to take on this item. Settlement information is confidential and has nothing to say other than that negotiations have been successful and recommend to the board to move on to the next item.

### IV. OLD BUSINESS

- A. \*Discussion and possible action regarding settlement of issues surrounding Betsy Dobias' employment. \*Possible executive session per A.R.S. §§38-431.03(A)(3) Advice from legal counsel and 38-431.03(A)(4) Pending or contemplated litigation or settlement discussions.**

### V. NEW BUSINESS

Mr. Roanhorse stated that an executive session notice was served to Betsy Dobias, 24-hours prior to the meeting. He stated that he received notice that this item be discussed in open session.

- A. \*Discussion and possible action to approve a settlement agreement with Betsy Dobias. \*Possible executive session per A.R.S. §§38-431.03(A)(1) Personnel; 38-431.03(A)(3) Advice from legal counsel; and 38-431.03(A)(4) Pending or contemplated litigation or settlement discussions.** Mrs. Wanda Begay makes a motion that V. New Business, item A be discussed in open session as requested by employee, second by Mr. Marcarlo Roanhorse. Nathan Scott stated that there is an action item before the board which is a settlement agreement with Betsy Dobias and that the board has been provided a copy of the settlement agreement. Mr. Schott stated that the agreement has been approved by Betsy Dobias as well as her attorney, who have approved the conditions set forth in the settlement agreement and is acceptable by all parties. He stated that they have discussed at length the conditions, where there was negotiations back in forth on these terms and it is to his understanding that all the conditions in the agreement is acceptable to all the parties and all that is needed a is a formal approval by the board and signatures. The resignation would be complete and the parties would settle all their claims and dispute with each other and everyone can move forward. Ms. Judy James makes a substitute motion to approve the settlement agreement, waiver and release of all claims as outlined in the agreement between Betsy Dobias and Ganado Unified School District Governing Board, second by Mrs. Wanda Begay.

*Voice Vote: Ms. James – Aye; Mrs. Begay – Aye; Mrs. Gorman – Abstain; Mr. Roanhorse – Aye;  
Motion Carries: 3, 0, 1*

Mr. Roanhorse stated that an executive session notice was served to Dr. Thomas, 24-hours prior to the meeting, which was received and signed. Dr. Thomas requested that this item be discussed in open session.

**B. \*Discussion and possible action to approve an Interim Superintendent Contract for Leandra Thomas. \*Possible executive session per A.R.S. §§38-431.03(A)(1) Personnel and 38-431.03(A)(3) Advice from legal counsel.** Ms. Judy James makes a motion to discuss this item, second by Mrs. Wanda Begay. Nathan Schott stated that he put this contract together yesterday contingent upon the settlement agreement. He stated that Leandra Thomas has been in the acting status contract where she is still technically under her teaching contract but receiving an additional daily stipend for each day she is taking on the role of Acting Superintendent. He stated that this contract before you is an Interim Superintendent Contract. Although it is an Interim contract it has more of the same terms, conditions, benefits, and responsibilities that a regular Superintendent contract that the board is used to is in the Interim Superintendent contract. Mr. Schott went through the provisions.

**Paragraph 1** – term of employment and would be effective on date of approval which would be today, through June 30, 2023.

**Paragraph 2** – Duties of the Superintendent, Arizona Law and Governing Board Policies would be the responsibility of Dr. Thomas.

**Paragraph 3** – Salary. He stated that the 2<sup>nd</sup> part of Paragraph 3 has to do with the Performance Pay as the Arizona Law require that a certain percentage of the base salary that is provided to the Superintendent be the performance pay. In the past you have done up to a percentage or a certain dollar amount. This contract withholds \$2,000.00 of performance pay because the evaluation has already been done. The performance pay will be done at the end of the year either in May or June with the same terms and conditions that the board is used to. There are 8 items in that performance pay evaluation instrument if Dr. Thomas meets all 8 of those, she gets full performance pay. The board can decide intervals other than May or June, but the state requires that a Superintendent Performance pay element is included.

**Paragraph 4** – Benefits assignments. The usual Superintendent contract has 20 days annual leave which is included in the contract, except the 20 days annual leave is prorated for this agreement. Life Insurance policy of \$100,000.00 subject to insurability, free group health insurance through the district's health insurance carrier, housing is rent free, utilities paid by the school district, organizational members of \$1,000.00 which an allowance to join and educational organization at her selection, because it is a half of a contract he made it \$500.00. This could be changed at the board's discretion. The contract states that a cell phone and a district vehicle will be assigned to the Interim Superintendent.

**Paragraph 5** – Benefits provided as a condition for employment and for tax purposes, they are not taxable to the Interim Superintendent as they are required such as rent, school car, etc. As long as they are used for district purposes and not personal.

**Paragraph 6** – Interim Superintendent evaluation. The Superintendent was evaluated and if the board decides to perform another evaluation, then that at the board discretion. This is also in the policy.

**Page 4** – Items A-M is a List of items that the board listed be included. The board can direct changes.

**Paragraph 7** – Standard clause that the Interim Superintendent is provided due process if the board is going to terminate her for cause. She is entitled to written charges, notice of a hearing and provided a fair hearing before the board and standard provisions related to discharge for cause.

**Paragraph 8** – Superintendent has and will maintain a Superintendent Certificate and valid fingerprint card for the duration of the term of the contract. If she doesn't, she will be reassigned.

**Paragraph 9** – Whole Harmless provision mean that as long as Dr. Thomas is acting in furtherance of her contract and acting in good faith in the scope of her employment contract in that event that she is sued by anyone for any reason, the district will defend her and pay her legal costs. This protects her from any personal risks as she makes decisions and acting in good faith in the scope of her employment.

**Paragraph 10** – Savings clause is if anyone wants to challenge the contract as illegal and if a reviewing court takes a look at the contract and identifies that one or more of the provisions is illegal contrary to state or federal law that provision will be excluded from the contract and the remaining provision of the contract will remain.

The remaining pages are the performance pay evaluation.

Mrs. Gorman pointed out that annual other leave might be a typo. Mr. Schott stated it should read annual and other leave.

Mr. Schott went over Exhibit A for the Performance Pay where the board will evaluate the interim Superintendent:

Standard One: LEADERSHIP AND DISTRICT CULTURE:

Interim Superintendent shows Leadership through empowering others, visioning, helping shape school culture and climate, and understanding multi-cultural and ethnic differences.

Standard Two: POLICY AND GOVERNANCE:

Interim Superintendent works with the Board to formulate internal and external District policies and demonstrates good school governance.

#### Standard Three: COMMUNICATION AND COMMUNITY RELATIONS

Interim Superintendent establishes affective two-way communications not only with students, staff and parents, but the community as a whole. The Superintendent seeks community feedback and works towards building a community support for the school district.

#### Standard Four: FINANCIAL AND ORGANIZATIONAL MANAGEMENT

Interim Superintendent shows the ability to gather and analyze data for professional decision-making which includes fiscal management and school facilities oversight and demonstrates the ability to make appropriate and informed recommendations to the Board.

#### Standard Five: CURRICULUM PLANNING DEVELOPMENT

Interim Superintendent stays up-to-date in curriculum, teaching, learning and testing theories and makes sound recommendations for curriculum development, teaching techniques, and learning technologies.

#### Standard Six: INSTRUCTIONAL LEADERSHIP

The Interim Superintendent exhibits the skills required to institute a curriculum system based on State standards and includes a curriculum which emphasizes the most effective teaching techniques and ensures that all instructional resources are used to maximize student achievement.

#### Standard Seven: HUMAN RESOURCES MANAGEMENT

Interim Superintendent demonstrates the required expertise in developing and implementing a staff performance evaluations system and exhibits the required skills in applying appropriate policies and contractual and legal requirements for personnel selection, including the development, retention, promotion and discipline of employees.

#### Standard Eight: VALUES AND ETHICS OF LEADERSHIP

Interim Superintendent exhibits the understanding of and modeling of high ethical and moral leadership standards which includes acting with staff, students, the Board, and the community with integrity, fairness, and an ethical manner.

Mrs. Begay stated that per Exhibit A; if Dr. Thomas is eligible for Performance Pay as she has completed the duties and responsibilities. She stated that in all fairness, she believes that she has assumed the Acting Superintendent job within the realm of her education and in all fairness should be equal to what Dr. Dobias was receiving.

Mr. Roanhorse stated that he asked that this contract be devised based upon a former contract just to start the formalities and could be a discussion. Mr. Schott stated that no money was withheld from her contract for performance pay, therefore is not eligible for performance pay.

Dr. Thomas stated that she does not have a Superintendent certificate but she is working toward getting one.

Mr. Schott stated that Arizona Law does not require a Superintendent to have a Superintendent certificate and can modify the language to clarify that.

Mr. Roanhorse stated that on Page 3 for organizational membership, he would like to bring it back up to \$1,000.00 and to make sure she has all the support and resources from the board; Page 4, item H – Indicating increasing each of the school letter grade; Page 5, item A – Previous superintendents were not required to have their Superintendent's certificate and is working toward getting her certificate. He is requesting to redact the requirement of a Superintendent's certificate as Dr. Thomas is currently working toward obtaining her certificate.

Ms. James stated that the salary is too low as they set high expectations in her roles and responsibilities and performance pay evaluations. She recommends a higher amount. She recommends \$108,000.00 and not to require a Superintendent Certificate since Arizona Law does not require a Superintendent to have one. The expectations in the contract letter M and to emphasize the use of the Foundations of Learning within the school district.

Mrs. Begay stated that the salary be increased to \$105,000.00 for the Interim Superintendent. Mrs. Begay is asking that the school letter grades be raised and to raise student achievement.

Mr. Roanhorse went back over the modifications recommended for the Interim Superintendent contract as follows:

- \$105,000.00 base salary;
- Benefits to include and between annual and other;
- \$1,000.00 organizational membership
- No to include requirement of Arizona Superintendent Certificate

Mr. Roanhorse motions to approve with the above modifications and not to include the requirement of the Arizona Superintendent Certificate as stated earlier, second by Mrs. Wanda Begay. Mr. Schott to make the contract modifications and sent to Cameo Pete, Human Resources and Mr. Roanhorse to complete process.

*Voice Vote: Ms. James – Aye; Mrs. Begay – Aye; Mrs. Gorman – Abstain; Mr. Roanhorse – Aye;*

*Motion Carries: 3, 0, 1*

**VI. PERSONNEL**

**A. Discussion and possible action for hire of Certified Staff for SY'2022-2023:**

1. Kristin White, Registered Nurse

**B. Discussion and possible action for hire of Classified Staff for SY'2022-2023:**

1. Shirlene Lilly, Accounting Specialist

**C. Discussion and possible action to approve Supplemental Contracts/Extra Duty Pay for FY'2022-2023:**

1. Assist with accounting processes to finalize completion reports over winter break from December 21, 2022 – January 3, 2023:
  - a. Shirlene Lilly Not to exceed 48 hours
2. GMS Teachers to help with creating new schedules for the second semester over winter break due to counselor vacancy from December 21, 2022 – January 3, 2023:
  - a. Mickey Jones Not to exceed 16 hours
  - b. Shannon Begay Not to exceed 16 hours
  - c. Hope Willie Not to exceed 16 hours

Mrs. Wanda Begay motions to approve, VI. Personnel, items A-C, second by Mrs. Teresa Gorman.

*Voice Vote: Ms. James – Aye; Mrs. Begay – Aye; Mrs. Gorman – Aye; Mr. Roanhorse – Aye;*

*Motion Carries: 4, 0, 0*

**VII. ADJOURNMENT:** Ms. Judy James motions to adjourn, second by Mrs. Wanda Begay. Meeting adjourned at 10:05 a.m. by acclamation.

*Voice Vote: ALL – Aye;*

*Motion Carries: 4, 0, 0*

Respectfully submitted by Ruth Kanuho, Superintendent Secretary

Completed on: December 19, 2022

Dated this 2<sup>nd</sup> day of February, 2023

  
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 Joseph Mora, Governing Board President