



**MAY 20, 2014**  
**SPECIAL GOVERNING BOARD MEETING**  
**MINUTES**

Members of the Governing Board may attend either in person or by telephone conference call.

Members Present; Kevin Hartigan, President; Pete Shearer, Clerk; Judi Beckerleg, Member,  
Brian Donehoo, Member; SuZan Pearce, Member

**CALL TO ORDER**

Mr. Hartigan moved to call the meeting to order at 7:33 AM. Ms. Beckerleg seconded the motion.  
The motion carried 5/0.

**PLEDGE OF ALLEGIANCE**

The pledge of Allegiance was recited.

**APPROVAL OF THE AGENDA**

Mr. Hartigan moved for approval of the agenda as presented. Mr. Shearer seconded the motion. The  
motion carried 5/0.

**CALL TO THE COMMUNITY**

**NEW BUSINESS**

Discussion and Possible Approval of the Revised Budget

Mr. Dickerson explained some of the changes.

Ms. Beckerleg asked a few question for better clarification and understanding.  
Mr. Dickerson answered those questions.

Mr. Hartigan moved for approval of the Revised Budget for 2014 as presented. Mr. Donehoo  
seconded the motion. The motion carried 5/0.

Discussion and Possible Action related to Mr. Beery's request for release from the Payback clause in  
the teacher's contract (Revisited-due to further information from legal Counsel)

Legal counsel from Mangum, Walls, Stoops, and Warden, Ms. Kellie Peterson was present and shared  
some insight and perspective regarding this topic. First she felt that the school could absolutely charge  
this amount or it would not have been allowed in the contract.

The consequences of doing so are within the Board's discretion. There is case law on this that has  
been upheld. The verbiage should be as a penalty, this is liquidated damages.

Liquidated damages are; under a contract, you are entitled to the benefit of what that contract was  
going to give you. Liquidated damages, is when you don't know exactly how the district is going to  
lose out if the teacher breaks the contract. Because the damages is unquantifiable, they are not clear,

the board is creating a head of time what damages it is going to cost the district if the teacher leaves early.

This cost is entitled to represent things like recruiting in the middle of the year, paying for Substitute, unquantifiable damage to the students due to not having a consistent teacher throughout the year. When someone breaches the contract long before the school starts, these items are less relevant.

There is not a clear case in Arizona of this being okay and establishing what a fair amount is...do you want this to be the test case? Again the board is able to exercise its discretion, is this fair under the circumstances?

She also shared that if this is done and enforced now it would be seen and more punitive.

The question from the Board then was; what is a reasonable time frame?

The suggestion was that any time after the school year has started and through-out the school year, even two weeks before school starts.

There was some discussion about scenarios that could play out and ultimately, where does one draw the line?

Ms. Peterson suggested in the future that you could also have different fees associated with different times that a contract might be broken. An example given was; if the contract is signed and the teacher breaks the contract prior to June 30<sup>th</sup> the fee will be 250.00 dollars because this is a reasonable estimate of the advertising cost. If the contract is breached between July 1<sup>st</sup> and the time school starts that's 500.00 dollars. If breached during the school year, it is 1000.00 dollars.

The consensus of the Board appears to be a deadline of May 30<sup>th</sup> for the deadline.

One thought process was that the contracts technically go into effect July 1<sup>st</sup>. With that date in mind, and if there were to be a drop dead date...would not July 1<sup>st</sup> be an effective date to begin charging the 1000.00 dollars. Would this be a binding date in court?

The response was that this seems a very fair date as it fits with the recruiting schedule and the concerns of the Board and the concept of the contract running from this date to that date. This would also be with the term of the contract and the Board plans to enforce it.

One board member thought that the school district should be given 30 days' notice if they plan to break the contract to better the recruitment options for the district. This would make the drop dead date June 1<sup>st</sup> for the coming year.

It was shared that other school districts do this in a variety of ways; some do it when school starts, some are case by case, graduated fee scale.

Mr. Hartigan moved to waive the 1000.00 fee. Ms. Pearce seconded the motion. The motion carried 3/2.

#### Discussion and Possible Action related to the Scoping of the easement for the Tusayan School Park

Mr. Hartigan moved to table this item for a future meeting pending more information and possible trip to the school site. Ms. Beckerleg seconded the motion. The motion carried 5/0.

Discussion and Possible Approval of the Leave of Absence for Kaitlyn Russell

Mr. Hartigan moved to approve the Leave of Absence for Kaitlyn Russell for one year. Ms. Beckerleg seconded the motion. The motion carried 5/0.

**EXECUTIVE SESSION**

The Governing Board reserves the right to move into Executive Session for consideration of employment, in person or telephonically, pursuant to A.R.S 38-431.03(A)(1)(5).

Mr. Hartigan moved to adjourn into executive Session at 8:25 AM. Mr. Donehoo seconded the motion. The motion carried 5/0.

**RECONVENE REGULAR SESSION**

Mr. Hartigan moved to reconvene the regular session at 8:50 AM. Mr. Shearer seconded the motion. The motion carried 5/0.

Possible Approval of Superintendent Contract

Mr. Hartigan moved to approve the Superintendent’s contract. Ms. Beckerleg seconded the motion. The motion carried 5/0.

**ADJOURNMENT**

Mr. Hartigan moved to adjourn the meeting at 8:51 AM. Mr. Donehoo seconded the motion. The motion carried 5/0.

Respectfully Submitted by:

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Barbara Shields, Board Secretary & Date

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Kevin Hartigan, President

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Pete Shearer, Clerk

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Judi Beckerleg, Member

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SuZan Pearce, Member

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Brian Donehoo, Member