

**TACOMA SCHOOL DISTRICT NO. 10
PIERCE COUNTY, WASHINGTON
SUPERINTENDENT'S CONTRACT**

THIS AGREEMENT is entered into by and between the Board of Directors of Tacoma School District No. 10, Pierce County, Washington (hereinafter called the "District,") and Carla Santorno (hereinafter called the "Superintendent") to govern the terms of her employment as the District's Superintendent from the period of July 1, 201~~9~~8 to June 30, 202~~1~~4.

In consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. The Superintendent agrees that for a term commencing on the 1st day of July 201~~9~~8 and ending on the 30th day of June 202~~1~~4, she will perform the duties of the Superintendent of Tacoma School District No. 10 and the District agrees to employ her for said period as its Superintendent.
2. On July 1, 2018 the Superintendent's contract was approved for Two Hundred Ninety One Thousand Six Hundred Five Dollars and Sixty Cents (\$291,605.60). This contract provided for a salary increase effective September 1, 2018 based upon the teacher's salary schedule in the collective bargaining agreement between the Tacoma Education Association and the Tacoma School District. The applied 2.5% increase resulted in a new total annual salary of Two Hundred Ninety Eight Thousand Eight Hundred Ninety Five Dollars and Seventy Nine Cents (\$298,895.79). After additional negotiation, the final teacher's salary schedule increase was 14.4%. In light of District budget concerns, the Superintendent voluntarily waived the additional teacher's salary scale increase and any other Cost of Living increase for the 2018-2019 school year.
3. For the 2019-2020 school year only, the Superintendent voluntarily waives any salary increases other than the Implicit Price Deflator.
4. For the term of July 1, 2019 through June 30, 2020, tThe District shall pay to the Superintendent, and the Superintendent shall accept as compensation for her services, an annual salary of Two Hundred Ninety-~~Eight One~~ Thousand ~~Eight Six~~-Hundred ~~Five Ninety Five~~ Dollars and ~~Sixty Seventy Nine~~ Cents (~~\$291,605.60~~298,895.79) subject to adjustment beginning September 1, 2019 for a 2% Implicit Price Deflator provided by the State Legislature. The Superintendent's salary shall be paid in twice monthly installments, consistent with the pay periods for other certificated administrators. The District will review the Superintendent's salary prior to June 30 annually. ~~Should the salary scale for the District's teachers increase during the term of this agreement, the Superintendent will receive a commensurate increase in her salary (i.e. if the salary schedule for teachers is raised by 1%, the Superintendent will receive a 1% increase in her annual salary).~~ The compensation provided herein may not be reduced unless its payment would place the District in violation of law or would require the District to pay a penalty for exceeding the legally permitted salary.

5. Pursuant to RCW 42.24.090, the District has determined that reimbursement for the Superintendent's use of her personal automobile is less costly than providing a District automobile for her use in conducting District business. In lieu of individual claims for miles driven, the Superintendent shall receive Eight Hundred Dollars (\$800) per month for operation of her personal automobile for all work-related travel. This amount shall be distributed in equal installments according to the payroll schedule for all District employees.
6. The Superintendent shall accrue thirty (30) days of vacation annually, exclusive of holidays, on the first day of July of each contract year. Up to forty (40) days of unused vacation may be carried forward from one contract year to another and up to sixteen (16) days may be cashed out annually at the rate of one to two hundred twenty (1/220). In the event of termination of the Superintendent's contract, regardless of cause, the District shall pay to the Superintendent accumulated unused vacation days, as allowed by federal and state laws and regulations, at the rate of one to two hundred twenty (1/220) at the time of termination. In determining accrued vacation days at the time of termination, the vacation days for which payment is made shall be those last earned. The vacation days shall be taken at reasonable times and the Board of Directors shall be notified of the particular time being taken in advance of the vacation days being taken. The Superintendent shall otherwise be provided with the same forms and amount leave, holidays, professional development, and other benefits as all other exempt District staff members.
7. The Superintendent shall have access to the same dental, medical, life, and vision insurance programs available to exempt employees. The Superintendent shall receive the same insurance contributions from the District that are available to all other exempt employees. The Superintendent shall be entitled to receive any retirement benefits provided through the Washington State Department of Retirement Systems that are otherwise available to full-time exempt employees of the District. The Superintendent will also be able to make contributions to a tax-sheltered annuity or a deferred compensation plan available to any other exempt employee of the District. It is intended that, to the extent permitted by law, any amounts invested in a tax-sheltered annuity or deferred compensation plan on behalf of the Superintendent on or after June 30, ~~2016-2019~~ be excluded from the Superintendent's gross income.
8. The Superintendent shall attend appropriate professional meetings at the local, state, and national level. The necessary and reasonable expenses of attendance at authorized meetings shall be paid for or reimbursed to the Superintendent by the District.
9. The District shall pay dues and association fees for the Superintendent's membership in the American Association of School Administrators, the Washington Association of School Administrators, and in such other professional organizations as are approved by the District's Board of Directors.
10. In addition to membership in the above professional organizations, in order to enhance the District's relationships and involvement with community members and businesses, the Superintendent shall join and be active in a community service organization ~~of her choice~~ as agreed upon by the Board of Directors and Superintendent. The District will pay only membership dues and meal expenses associated with attending such meetings, such dues and expenses not to exceed Two Thousand Dollars (\$2,000.00) per year. In addition, the

Superintendent is authorized to participate in the community service organization's meetings and committees during normal District business hours. The Superintendent shall not exert influence on other employees or officers to provide financial contributions or other support to the community service organization, nor use the organization as a forum for lobbying in support of or opposition to political or legislative actions or the promotion of endeavors in which the officer or employee may have a direct or indirect financial interest or may acquire a personal benefit or gain. The Superintendent may also be active in and join other civic organizations that benefit the community as agreed upon by the Board of Directors and the Superintendent. Expenses incurred as a District representative to other service clubs or community activities approved by the Board of Directors will be paid for or reimbursed by the District.

11. The Superintendent shall fulfill all of the terms of this contract and perform all of the duties normally required of a superintendent of a public school district in the State of Washington and such duties as are prescribed by the laws of the State of Washington, the policies, rules, and regulations of the Board of Directors of the District, the State Superintendent of Public Instruction, the State Board of Education, and the Professional Educators Standards Board.
12. During the term of her employment, the Superintendent shall devote her entire time, energies and skills to the services of the District and to the promotion of its interests, and shall not accept any other employment nor engage in any outside business or enterprise but may, with prior approval of the Board, undertake consultative work, speaking engagements, writing or teaching that does not conflict with her duties as Superintendent. When such services are provided during normal District business hours, the Superintendent shall take appropriate leave or assign payment for such services to the District.
13. The Superintendent shall be responsible for the administration of instruction and the business affairs of the District. It is the responsibility of the Superintendent to organize, reorganize and arrange the administrative and supervisory staff as best serves the interests of the District and to recommend to the Board of Directors the selection of all personnel in accordance with state statutes and the policies and regulations adopted by the District. Nothing contained in this paragraph shall authorize the Superintendent to perform any act that, under the statutes of the State of Washington, cannot be delegated by the Board to the Superintendent
14. During the term of this contract, the Superintendent shall maintain residency within the boundaries of the District.
15. The Superintendent will participate as requested by the Board of Directors in the development of a tool for the purposes of evaluating her performance during the duration of this agreement which shall identify the process to be used for the duration of the terms of this agreement for the purposes of evaluating the Superintendent's performance. The Board of Directors shall evaluate the Superintendent at least annually. The Board of Directors shall devote a portion of at least one (1) meeting annually to a discussion of the working relationship between the Superintendent and the Board of Directors.
16. The Board shall, individually and collectively, refer promptly all material criticism, complaints and suggestions called to its attention to the Superintendent for review and response.

17. To the extent permitted by law, the District shall defend, hold harmless and indemnify the Superintendent and her community property from any and all demands, claims, suits, actions, damages, costs, charges and expenses, including court costs and attorneys' fees; provided that the incident out of which such demands, claims, suits, actions, damages, costs, charges and expenses arise has occurred while the Superintendent is acting within the scope of her employment and in the good faith performance of her duties. The District's obligations under this paragraph shall not apply to action by the District relating to the Superintendent's employment.
18. This contract may be terminated by:
 - a. Mutual agreement; or
 - b. Retirement, provided the Superintendent gives the Board at least six months' notice of the proposed retirement; or
 - c. Resignation, provided the Superintendent gives the Board at least three months' notice of the proposed resignation; or
 - d. Absence from her employment for whatever cause for a continuous period of six (6) months beyond her total accrued sick leave, vacation and extraordinary leave by written notice to her; or
 - e. Disability, such that she cannot perform the essential duties of Superintendent. The Board reserves the right to require the Superintendent to submit to a medical examination, physical or mental, to determine whether she is disabled such that she cannot perform her duties as Superintendent. The physician(s) shall be selected by the Superintendent from among three Board nominees. All costs relating to the determination of whether Superintendent has incurred a permanent disability shall be paid by the District. In the event the termination of this contract is due to disability, the Board will reassign the Superintendent to inactive administrative status for the period of her remaining accumulated sick, vacation or extraordinary leave; or
 - f. The Board may terminate without cause the Superintendent's employment with the District upon an affirmative vote of a majority of the Board at any regular or special meeting by giving the Superintendent notice of unilateral termination. In the event of such termination, the Board shall pay the Superintendent severance pay as set out in paragraph 17; or
 - g. The Board may terminate the Superintendent's employment for cause, which includes, but is not limited to:
 - I. Misconduct or dishonesty directly related to the performance of Superintendent's duties for the District; or

- II. Conviction (or entry of a plea bargain admitting criminal guilt or entry of a no contest plea) in any felony or other criminal proceeding directly related to job performance that would otherwise disqualify the Superintendent from employment; or
- III. Drug or alcohol abuse to the extent that such abuse has a material effect on Superintendent's performance of her duties and responsibilities under this agreement; or
- IV. Willful and continued failure to substantially perform her duties under this Agreement after being provided written notice and opportunity to cure; or
- V. Commitment of an act or acts of moral turpitude that may have an adverse impact on the District's reputation; or
- VI. Death.

19. If termination of this Agreement is for any reason in Paragraph 16 above except subsection (f), the Superintendent and/or her estate shall not be entitled to severance pay. If this Agreement is terminated by the Board of Directors without cause under Paragraph 16(f) above, the District shall:

- a. Provide the Superintendent her annual salary and benefits for the duration of this agreement consistent with its payment and benefit schedule for exempt employees. At the expiration of the duration of this agreement, the Superintendent would be entitled to exercise whatever rights she has under the state Public Health Act (often referred to as the State's version of "COBRA "), and would be solely responsible for making Public Health Act/COBRA payments at her own expense; or
- b. Provide the Superintendent with the monetary value of her annual salary and benefits for the duration of this agreement in a single lump sum payment within thirty (30) days of providing her notice of unilateral termination. The Superintendent would be entitled to exercise whatever rights she has under the state Public Health Act/COBRA as of the date of unilateral termination, and would be solely responsible for making Public Health Act/COBRA payments at her own expense.

The determination as to if severance will be paid pursuant to subsection a or subsection b of this paragraph shall be made by the Superintendent in writing within five (5) business days of her receipt of notice of unilateral termination.

- 20. If any provision of this contract should be found contrary to law, the remainder of the contract shall continue in effect.
- 21. This contract constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. It also supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof. There are no additional verbal or written agreements that add to, subtract from or

modify the terms thereof. This Contract may be modified only by written agreement signed by the parties.

22. If any dispute, proceeding or lawsuit related to Superintendent's employment under this Agreement ("Dispute") arises, the parties shall resolve such Dispute as follows:
- a. Either party may submit any Dispute to mediation, by giving written notice to the other party. Upon such notice, the parties shall submit the Dispute to mediation in accordance with the National Rules for the Resolution of Employment Disputes of the American Arbitration Association, except that Disputes with regard to the existence of a permanent disability shall first be handled pursuant to the procedures set forth in paragraph 17(e) above.
 - b. The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from the American Arbitration Association if they have been unable to agree upon such appointment within ten working days following submission of the Dispute to mediation under subparagraph (a) above. In any such mediation, each party shall bear their own expense and costs.
 - c. If the mediation does not resolve the Dispute, either party may file a suit or action relating to this Agreement and it shall be brought exclusively in the Superior Court of Washington, Pierce County. In any such action, each party shall bear their own expense and costs.
23. Any notice required to be given under this contract shall be deemed sufficient if it is in writing and sent by mail to the residence of the Superintendent or to the President of the Board at the District's Central Administration Building.

IN WITNESS WHEREOF, the Parties have executed this contract as of the last date of the signature appearing below.

DATED, ~~June 28, 2018~~

TACOMA SCHOOL DISTRICT NO. 10

CARLA J. SANTORNO

