

## Marysville School District

### SUPERINTENDENT'S EMPLOYMENT AGREEMENT

This Superintendent's Employment Agreement ("Agreement") is entered into and is hereby agreed by and between the Board of Directors ("Board") of the Marysville School District ("District"), Snohomish County, Washington and reflected in the minutes of the meeting held on March 21, 2022, has and does hereby employ Dr. Zachary Robbins as Superintendent of Schools. The Agreement shall be effective July 1, 2022.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Board and Superintendent (collectively referred to as the "Parties") agree as follows:

#### I. TERM

- A. This Agreement is for a contract period commencing July 1, 2022 through June 30, 2025 on the terms and conditions set out in this contract. Each year of the contract shall include 260 working days minus twelve (12) paid holidays and thirty (30) vacation days for an actual work year of 218 days. Both parties agree that Dr. Zachary Robbins shall perform the duties of the Superintendent of Schools of the District as prescribed by the laws of the State of Washington and by the policy and procedure made thereunder by the Board.

#### II. POWERS AND DUTIES

- A. In accordance with state law, including RCW 28A.400.010 and RCW 28A.400.030 and the rules, policies, and procedures as established by the Board, the Superintendent shall serve on a full-time basis and have charge of the administration of the schools; shall be the chief executive officer and chief administrative officer of the District and official secretary for the Board; shall direct and assign teachers, principals, and other employees of the schools under the Superintendent's supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; shall select, place, and transfer personnel; shall implement and from time to time suggest and recommend the adoption or amendment of policy or procedure deemed necessary for the well ordering of the District; and, in general, the Superintendent shall perform all duties incident to the Office of the Superintendent and carry out such other duties and directives as may be prescribed by

the Board from time to time, all subject to the approval of the Board to the extent required by law. Without the written consent of the Superintendent, the Board shall not reassign the Superintendent to another position in the District, and it shall not reassign the Superintendent's duties to other employees in the District unless the Superintendent is on leave and therefore unavailable.

- B. The Superintendent shall regularly report to the Board on the affairs of the District by such methods as the Board shall direct.

### III. EMPLOYMENT PROVISIONS

- A. In consideration of an annual salary to be paid at the rate of one-twelfth ( $1/12$ ) of \$265,000 each month beginning July 1, 2022, the Superintendent agrees to perform faithfully the duties of Superintendent of Schools and to serve as Chief Executive Officer and Secretary to the Board. Under no circumstances shall the annual salary of the Superintendent described above be reduced while this Agreement is in effect. The Superintendent's salary may be subject to increase in accordance with the terms of the Agreement.
- B. The Contract of the Superintendent will be reviewed by the Board no later than February 1 of the first year of this Agreement and annually on or before February 1 thereafter, to consider whether a new three (3) year contract shall be awarded in lieu of the remaining portion of this Agreement, or whether this Agreement, for expressed reasons, shall continue toward its maturity. The annual salary may be increased for each contract year on the basis of an annual salary survey of salaries in comparable regional school districts, subject to Board determination of fully satisfactory performance by the Superintendent and provided that in no event will the salary be reduced. The Superintendent shall receive state legislated annual cost of living increases commensurate with those provided for other certificated administrators employed by the District.
- C. The Superintendent will notify the Board of Directors annually by February 1 of his intent to remain employed by the District.
- D. At the beginning of each year of this Agreement, the Superintendent shall receive twelve (12) days annual sick leave with compensation for illness, injury, and emergency, with unused leave treated in accordance with law and District policy for certificated administrators.
- E. At the beginning of each year of this Agreement, the Superintendent shall receive 30 days of vacation. At the end of each year of this contract, the Superintendent at his option may be paid for up to ten (10) days of unused vacation days. Additionally, the Superintendent is entitled to thirteen (13) paid holidays per calendar year, and they shall be included as days of service as indicated herein:

New Year's Day	Veterans Day
Martin Luther King Jr. Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve
Juneteenth	

- F. The Superintendent shall also be afforded medical, dental, and vision insurance benefits, leaves, and other benefits commensurate with those provided for other certificated administrators employed by the District.
- G. In recognition of civic, community, school district, and out-of-district functions the Superintendent is expected to be involved in, even though the events may fall on evenings, weekends and holidays, the Superintendent will be compensated for the equivalent of 10 (ten) days of service annually at the per diem rate of the Superintendent's salary paid in 12 (twelve) equal installments.
- H. In addition to the base salary described in Section III. A above, and subject to any regulatory requirements under the law, the District shall provide additional gross salary compensation in the form of an elective contribution of no less than 8% (8 percent) of base salary in a 403 (b) account and no less than 5% (5 percent) of the base salary to be invested in a deferred compensation plan (457), for the benefit of the Superintendent, through such annuity company or regulated investment company as the Superintendent may designate. This contribution shall be considered additional income beyond the Superintendent's base salary, and will be run through payroll as a deferred wage each month in the amount of 1/12 (one twelfth) of the total annual contribution. This contribution is intended to be additional salary compensation and shall be made in a manner that the Washington State Retirement System will consider it to be salary compensation (or "earnable compensation"), if different than the manner described herein. The District shall report this contribution to the Washington State Retirement System as salary compensation ("earnable compensation").
- I. In lieu of other expense reimbursement for in-District travel, the Superintendent shall receive \$350 gross compensation per month to defray costs incurred in using his automobile for official travel within the District. (Pursuant to RCW 42.24.090, it is the determination of the Board that this means of reimbursement is less costly than providing an automobile to the Superintendent). The Superintendent will also be entitled to out-of-District mileage at the established IRS standard mileage rate and other reasonable expense reimbursement for official business as Superintendent as provided by law and District policy for certificated administrators.
- J. In addition to the base salary described in Section III, and in recognition of his relocation to the District from out of State and related preparation, the Superintendent will be

provided a one-time gross compensation payment intended to assist with moving expenses of \$15,000. Such payment will be made within the first 30 days of this contract.

#### IV. BOARD/SUPERINTENDENT COMMUNICATION

- A. By August 15, 2022, the Board and the Superintendent shall meet to discuss and agree on the process and procedures for how they will communicate and work together. Annually thereafter, the Board and the Superintendent shall review the process and procedures for how they communicate and work together and make any necessary revisions. The Board, individually and collectively, will refer promptly to the Superintendent all significant criticisms, complaints and suggests called to its attention for study and recommendation, if necessary.

#### V. EVALUATION

- A. Beginning on July 31, 2022, and for each subsequent July 31 of this Agreement, the Board and the Superintendent shall meet to discuss and agree on the form, process, and goals for the Superintendent's annual evaluation.
- B. Any of the timelines and deadlines pertaining to the evaluation of the Superintendent's performance may be adjusted at the request of either party and with mutual Agreement of the Board and Superintendent and the suspension or revision of related Board Policy subject to state law.
- C. Beginning on May 1, 2023 and for each subsequent May 1 of this Agreement, the Board shall evaluate the Superintendent using the agreed upon form and criteria. By April 1, 2023 and each subsequent April 1 of this Agreement, the Superintendent shall provide the Board a self-appraisal using the agreed upon form, and the Board shall take the self-appraisal into account in conducting its annual evaluation of the Superintendent.

#### VI. PROFESSIONAL DEVELOPMENT

- A. To assist with the Superintendent in his transition to a superintendency in the District and State, the:

1. District will make available at no cost to him a mutually selected in-State mentor for periodic meetings and support in the District. This is intended to be in addition to his participation in the Washington Association of School Administrators (WASA) although WASA may be a resource for retention of such a mentor.
  2. District will afford the Superintendent a coach assigned by mutual Agreement from the Board and the Superintendent. The total budget of the coach agreement will not exceed \$6,000 for the 2022-2023 school year. The meetings with the coach shall be 2 times monthly for 1-2 hours as needed.
- B. The Board recognizes that it is important for the Superintendent to continue his professional development while subject to this Agreement. As a result, the District shall pay the dues for the Superintendent to participate in professional organizations such as the American Association of School Administrators and the Washington Association of School Administrators and Shall pay the registration and associated travel expenses for the Superintendent to attend meetings of professional organizations such as the American Association of School Administrators and the Washington Association of School Administrators.

## VII. TECHNOLOGY

- A. The District shall provide the Superintendent the technology necessary to carry out the duties of the Superintendent under this Agreement, including a smartphone, tablet, laptop, and printer/scanner for his home, and monthly charges associated with this technology.

## VIII. COMMUNITY INVOLVEMENT

- A. The Superintendent shall devote his time, attention, and energy to the business of the District; however, he may serve as a consultant to other districts or educational agencies on his off-duty time and to the extent there is no conflict with his duties or applicable District policy.
- B. The Superintendent agrees to maintain membership and active participation in the local Chamber of Commerce and in at least one local service club at District expense in accordance with Board policy.

## IV. TERMINATION; SEVERANCE PAY

- A. This Agreement may be terminated by mutual Agreement, or retirement, or resignation of the Superintendent.
- B. During the term of this Agreement, the Superintendent will be subject to discharge for cause.
- C. Should the Board believe cause exists to terminate this Agreement, the Board must deliver a written statement of the cause for termination, including the underlying facts giving rise thereto, to the Superintendent. The Superintendent shall then be entitled to a conference with the Board, at which time the Superintendent will be given a reasonable opportunity to address the written statement of grounds for termination, including the underlying facts. The Superintendent shall have the right to have a representative of his choice at the conference with the Board.
- D. In the event that the Board chooses to terminate this Agreement based on cause, the Superintendent may appeal any final decision by the Board to do so under RCW28A.405.300. If the Superintendent appeals the decision to terminate this Agreement under RCW28A.405.300, he shall continue to be paid until the hearing officer renders a decision.
- E. Should the Board terminate this Agreement for any reason other than cause, the Superintendent shall be entitled to his base salary and benefits under this Agreement, including lump sum compensation for unused vacation and sick leave earned under the terms of this Agreement.
- F. Should the Superintendent wish to terminate this Agreement, the Superintendent will provide a written statement to the Board of Directors. The Superintendent will not be monetarily penalized but will not be entitled to any compensation or benefits after the termination under any remaining term.
- G. Should the Superintendent be criminally prosecuted in a court of law for any felonious and intentional criminal act unbecoming of the District Superintendent, the Board of Directors will have an option to terminate this contract and all benefits. The Superintendent shall be entitled to a conference with the Board with his attorney to address the underlying facts and it is contemplated that the District and Superintendent will consider all surrounding circumstances. In the event that the Board chooses to terminate this Agreement based on this clause, the Superintendent may appeal any final decision by the Board under RCW28A.405.300 but the parties agree the sole issue in the hearing will be whether the felonious conduct alleged is unbecoming of one who holds the office of Superintendent for the District. If the Superintendent appeals the decision to terminate this Agreement under this clause, he shall continue to be paid until the hearing officer renders a decision.

## X. INDEMNIFICATION

- A. The Board agrees, as a further condition of this Agreement, that it will defend, hold harmless and indemnify the Superintendent, and to the extent allowed by law, his community property, from any and all third party demands, claims, suits, actions, damages, costs, charges, and expenses, including court costs and attorney fees; provided that the incident out of which demands, claims, suits, actions, damages, costs, charges and expenses arise has occurred while the Superintendent is acting within the scope of his employment and during the good faith of this contract.

XI. MISCELLANEOUS

- A. This Agreement shall be subject to and interpreted consistent with laws of the State of Washington.
- B. If any provision of this Agreement shall be found to be contrary to law or state regulation, then such provision shall be deemed not valid except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.
- C. This Agreement represents the entire contract between the parties regarding the employment of the Superintendent by the District and there are no oral agreements that modify its terms.
- D. This Agreement may be modified, altered, amended, or terminated only by written Agreement signed by the Parties.
- E. In any suit or action relating to this Agreement, the substantially prevailing party shall be entitled to recover its costs, including attorney fees, from the other party.
- F. The Superintendent shall fulfill all aspects of this Agreement, any exception hereto being by mutual consent of the Board and the Superintendent. Ethical violations will be viewed as a violation of the Administrators' Code of Ethics. All violations will be reported by the Board to the Association of School Administrators and state educational authorities, in addition to any other remedy provided by law.

DATED this 21st

day of March, 2022

BOARD OF DIRECTORS

\_\_\_\_\_  
Paul Galovin, President

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Wade Rinehardt, Vice President

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*Dr. Robbins*, Superintendent

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Keira Atchley, Director

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Katie Jackson, Director

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Connor Krebbs, Director