

**QUINCY SCHOOL DISTRICT NO. 144-101
GRANT COUNTY, WASHINGTON
SUPERINTENDENT CONTRACT**

THIS AGREEMENT, entered into by and between the Board of Directors of the Quincy School District No. 144-101, Grant County, Washington, hereinafter called "the District" and John Boyd, hereinafter called the "Superintendent"

WHEREAS, the District and the Superintendent desire to enter into a contract whereby the Superintendent will perform services as such for the District for a period of three (3) years on terms and conditions acceptable to both parties; and

WHEREAS, this contract has been approved by the Board of Directors in accordance with its action as found in the minutes of the Board of Directors' meeting of the District held on the 28th day of June, 2016

NOW, THEREFORE, 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, 2017, and ending on the 30th day of June, 2020, he will perform the duties of the Superintendent of Quincy School District 144-101 and the District agrees to employ the Superintendent for said period as its Superintendent.

This contract shall, on June 30th of each year during its term, be automatically renewed and extended for one (1) additional year, maintaining an unexpired three-year (3) term, unless the Board of Directors notifies the Superintendent in writing, by the preceding February 1st of its intention not to extend this contract or any extensions for an additional year.

The Superintendent shall remind the Board President of the existence of this renewal clause by providing a written notice between November 15 and January 1 of each year. Failure by the Superintendent to provide notice to the Board between November 15 and January 1 shall invalidate the requirement within this paragraph that the Board provide notice to the Superintendent and shall, without further action by the Board, result in termination of this Agreement at the end of its term.

During the term of this contract, the Superintendent will be subject to discharge for sufficient cause, provided that the Board shall comply with all conditions of this contract and applicable provisions for notice and hearing under Washington State law.

2 The District shall pay to the Superintendent and the Superintendent shall accept as compensation for his services an annual base salary of One Hundred Sixty-Two Thousand, Two Hundred and Sixty Two Dollars (\$162,262). The Superintendent's base salary shall be paid in equal monthly installments. The Board of Directors will review the Superintendent's base salary prior to June 30 of each year and may adjust the base salary upward in accordance with the usual procedures followed in the District for senior administrators. Each year the Superintendent shall receive any Legislative annual Cost of Living Adjustment (COLA) to be implemented for the District's Certificated Employees. 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 permitted salary.

3. 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

certificated administrators of the District. The District, at the request of the Superintendent and in accordance with applicable state statutes and regulations, shall periodically withhold and transfer an amount of salary, said amount and vendor to be determined by the Superintendent, to permit the Superintendent to participate in tax deferred annuity and/or 403b programs.

4. In lieu of individual claims for local area miles driven, the Superintendent shall receive five hundred fifty dollars (\$550) per month for operation of his personal automobile for work-related travel within the school system and the community. The Superintendent will also be entitled to out-of-District mileage and other expense reimbursement for official business as provided by law and District policy for exempt certificated administrators.

5. The work year of the Superintendent will consist of a minimum of 217 days. The Superintendent shall accrue thirty (30) days of paid vacation annually, exclusive of holidays. The Superintendent shall receive thirteen (13) paid holidays annually. Up to fifteen (15) days of unused vacation may be carried forward from one contract year to another and up to fifteen (15) days of unused vacation may be cashed out annually at the per diem rate based upon the annual salary divided by two-hundred seventeen (1/217) hereinafter called the "per diem rate.". In the event of termination of the Superintendent's contract, regardless of cause, the District shall pay to the Superintendent accumulated unused vacation days up to a maximum of 30 days, at the per diem rate at the time of separation. The Superintendent shall be entitled to sick leave benefits at the rate of twelve (12) days per annum. Sick leave days are to be cumulative and subject to cash out buy-back rights pursuant to Washington State law and the District's attendance incentive program. The Superintendent shall otherwise be provided with the same forms and amounts of leave benefits and holidays as all other certificated administrators.

6. The Superintendent shall have access to the same dental, medical, life, and vision insurance programs for himself and any qualifying dependents as is available to certificated administrators and the Superintendent shall receive at least the same employer insurance contributions from the District that are provided to certificated administrators. The benefits called for herein are subject to negotiations upward at the discretion of the Board of Directors at the end of each school year.

7. The Superintendent shall attend appropriate professional meetings at the local, regional and state level, and when authorized by the Board of Directors, at the national level. The Superintendent shall be provided the actual, reasonable travel expenses incurred by him when attending meetings, conventions or conferences or other actual expenses which occur in the conduct of District business. The District shall provide funds for registrations, commercial travel, and out-of-state travel costs.

8. The District shall pay dues and association's fee for: Washington Association of School Administrators (WASA), American Association of School Administrators (AASA), Washington State Association of Supervision and Curriculum Development (WSASCD), and other Superintendent memberships in professional organizations agreed to between the Board of Directors and Superintendent.

9. 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 at least two civic and/or community service organizations that benefit the community and the District. The District will pay the Superintendent's membership dues associated and any actual costs associated with attending meetings of such organizations, not to exceed an amount of Seven hundred and fifty (\$750.00) per contract year. The Superintendent is expressly authorized to participate in the civic and/or community service organization's meetings during normal District business hours, if that is when such meetings are held.

10. The District agrees, as a further condition of the Superintendent's employment contract, that it will defend, hold harmless and indemnify the Superintendent 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 have occurred while the Superintendent is acting within the scope of his employment and during the good faith performance of his contract. The District shall provide the Superintendent with a legal defense provided that if a conflict exists between the legal position of the Superintendent and the District, the Superintendent may obtain independent counsel which fees thereof shall be indemnified by the District if the Superintendent is entitled to a defense as provided above. This provision is not intended to apply and shall not apply to any dispute or legal action of any kind between the Superintendent and the District. Entitlement to costs, damages, and/or fees of any nature, including attorney's fees in all such disputes and actions between the Superintendent and the District which may arise, shall be the responsibility of the District only to the degree required by the laws of the State of Washington. The District shall facilitate the procurement of a Superintendent's bond pursuant to RCW 28A.330.060.

11. The Superintendent shall perform all of the duties normally required of a Superintendent of a public school district in the State of Washington and abide by the policies, rules and regulations of the Board of Directors of the District, the State Superintendent of Public Instruction and the State Board of Education.

12. During the term of his employment, the Superintendent shall devote his entire time, energies and skill to the services of the District and to the promotion of its interest; however, the Superintendent, by agreement with the Board of Directors, may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations.

13. The Superintendent shall have the complete freedom to act as the chief executive officer of the District and to recommend to the Board of Directors the organization, reorganization and arrangement of the administrative and supervisory staff in such manner as in his judgment best serves the interest of education and the school district. The Superintendent shall handle the administration of instruction and the business affairs of the District with the assistance of the staff. It is the responsibility of the Superintendent to recommend to the Board of Directors the selection, placement and transfer of all personnel with the District in accordance with the state statutes and the policies and regulations adopted by the Board of Directors. Nothing contained in this paragraph shall authorize the Superintendent to perform any act which under the statutes of the State of Washington cannot be delegated by the Board of Directors to the Superintendent.

14. The Superintendent shall fulfill all of the terms of this contract and all other requirements imposed by law. Failure to fulfill the obligations agreed to or required by law will be viewed by the Board of Directors as a violation of the administrative code of ethics and may be reported by the Board of Directors to the Superintendent of Public Instruction.

15. The Board of Directors shall devote a portion of at least two (2) meetings annually to a discussion of the working relationship between the Superintendent and the Board of Directors. The Board of Directors shall evaluate and assess in writing, using a mutually agreed upon format, the performance of the Superintendent at least once a year during the term of the contract. This evaluation and assessment shall be reasonably related to the position description of the Superintendent, the goals and objectives of the District for the year in question, and the Superintendent's leadership and administrative abilities.

16. The Board of Directors, individually and collectively, will refer promptly to the Superintendent for study and recommendation all criticisms, complaints and suggestions relating to the operation of the schools called to their attention.

17. The Superintendent in accepting this contract agrees to maintain a permanent residence in the Quincy School District throughout the employment period

18. The District shall pay the Superintendent a stipend of one hundred dollars (\$100.00) per month to maintain cell phone and data service to enable the Superintendent to carry a cell phone with data capabilities to allow him to be available for all district business by cell phone and/or email when he is not in his office.

19. The Superintendent agrees to complete a Washington State Superintendent Certification Program of his choosing, subject to Board approval, during the first three-year term of this contract. As of May 2017, this requirement has been fulfilled.

20. The Board recognizes that the extra work to manage and oversee construction projects requires the superintendent to work beyond the normal work day. The Board agrees to pay an annual \$ 7,000 construction stipend to compensate for the extra time and effort required to manage construction projects related to \$120 million projects currently underway in the Quincy School District from the 2017-2018 contract through the 2019-2020 contract.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 8th Day of August, 2017

SUPERINTENDENT

BOARD OF DIRECTORS
QUINCY SCHOOL DISTRICT 144-101

John Boyd

By _____
President

By _____
Vice-President

By _____
Director

By _____
Director

By _____
Director