

SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

It is hereby agreed by and between the Board of Directors of the Kent School District No. 415, located in King County in the State of Washington (hereinafter called the "Board"), and Dr. Calvin J. Watts (hereinafter referred to as "Dr. Watts"), that the Board, in accordance with its action as found in the minutes of the meeting held on March 25, 2015, has and does hereby employ Dr. Watts as Superintendent of Schools for the period July 1, 2017 through June 30, 2020.

PROFESSIONAL RESPONSIBILITIES

The Superintendent shall perform the duties of his position and for the public schools in the Kent School District as prescribed by the laws of the State of Washington and by the rules and regulations made there under by the State Board of Education, the Superintendent of Public Instruction, and the Board of Directors of the Kent School District No. 415.

The Superintendent shall devote his time, skills and attention to his employment during the term of his contract. Each year of the contract shall include 260 work days minus paid holidays and vacation days as provided herein, provided that the Superintendent as an exempt employee may be required to work outside of the work day, as necessary. However, with prior approval of the Board he may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations up to a maximum of five (5) days per year that do not conflict with his duties as Superintendent. Whenever payment is received for such services and such services are provided during normal business hours, the Superintendent shall record such time as leave or assign such funds to the District. Prior to accepting such activities the Superintendent shall report same to the Board of Directors for prior approval.

The Superintendent shall have the responsibility for the organization and reorganization of the administrative and supervisory staff, including instruction and business affairs. The Superintendent shall also provide appropriate recommendations to the Board of Directors regarding all policies under consideration by the Board. The responsibility for recommending placement and transfer of personnel shall be vested in the Superintendent subject to approval by the Board. The Board, individually and collectively, shall refer promptly all material criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation. The Superintendent or his designee, if the Superintendent is unavailable, shall be entitled to attend all Board meetings, including closed sessions, excepting meetings for the purpose of evaluating the performance of the Superintendent.

In recognition of the purposes of this Agreement, the Superintendent shall not be assigned to any other position or have Superintendent's duties assigned to others without the Superintendent's consent.

PROFESSIONAL GROWTH AND COMMUNITY INVOLVEMENT

The Superintendent is expected to maintain active membership in the business community and at least one (1) civic organization at District expense and to participate actively in other community affairs.

The Superintendent shall attend appropriate professional meetings at the local, state, and national level, the actual expenses of said attendance to be paid by the District. Travel for official business outside of the State of Washington must be pre-approved by the Board of Directors.

In addition, the District will pay the Superintendent's dues for the Washington Association of School Administrators, the American Association of School Administrators, and appropriate other professional institutional memberships as approved by the Board of Directors.

COMPENSATION

The annual salary effective July 1, 2017 to June 30, 2018, to be paid the Superintendent by the Board shall be \$254,500. On July 1 annually the Board will consider a percentage increase, if any, for the subsequent year of employment. The annual salary is to be paid in monthly installments in accordance with the policy of the Board governing payment of other professional staff members of the District.

VACATION AND OTHER BENEFITS

The Superintendent shall receive the following:

1. a. Twenty-five (25) days of vacation annually, accumulated on a monthly basis at 2.09 days per month. The Superintendent shall be required to take a minimum of ten (10) days of vacation each contract year. The ten (10) days required to be used annually include any days donated through the district's shared leave program to another employee.
- b. The Superintendent shall not accumulate vacation days in an amount exceeding two (2) times the annual entitlement, consistent with district policy and procedure. As of June 30 each year, vacation days in excess of two (2) times the annual entitlement shall be lost.
- c. The Superintendent may annually elect to receive compensation for up to ten (10) days of unused vacation at the Superintendent's adjusted per diem rate, consistent with other non-represented administrators. This election shall occur by June 30 each year of this contract and be based on the June 30 accumulation.
- d. To the extent consistent with law and without causing the District any financial penalty or risk of pension chargeback liability, unused vacation will be compensated upon

termination of employment as Superintendent consistent with the provisions for other non-represented administrators who separate from employment.

- e. The Superintendent's vacation schedule will be established with the prior approval of the President of the Board of Directors. Leave documentation such as required by the district for all non-represented administrators will be submitted as soon as practicable by the Superintendent to the President of the Board of Directors documenting any absence of the Superintendent, including leaves for vacation and leaves for illness, injury, or emergencies (as granted below).
2. The Superintendent is eligible for group insurance and reimbursement benefits provided to the non-represented certificated administrators of the District provided that the District will also provide an employee benefit stipend up to \$625 per month to assist the Superintendent in providing District-approved health insurance for the Superintendent and his spouse and eligible dependents. If the Superintendent qualifies for life insurance under standard underwriting criteria, the District shall provide a term life insurance policy for a total amount \$300,000.
3. District contributions to the Superintendent's state retirement plan based upon the same formula as is used in making like contributions to the state retirement plans of other certificated administrators of the District, and/or make other retirement contributions as may be determined and approved by the Board.
4. Holidays recognized for non-represented certificated administrators of the District as follows:
 - New Year's Day and the day before or day after
 - Martin Luther King Day
 - Presidents' Day
 - Memorial Day
 - Independence Day (Fourth of July)
 - Labor Day
 - Veterans' Day
 - Thanksgiving Day and the day after
 - Christmas and the day before and the day after
5. Twelve (12) days of annual leave with compensation for illness, injury, and emergencies. Unused leave shall be treated in the same manner applicable to the non-represented certificated administrators of the District. Leave accumulated but unused during prior school district employment in the state of Washington shall be credited to the extent allowed by RCW 28A.400.300.
6. For purposes of VEBA eligibility and participation, the Superintendent shall be considered a member of the non-represented administrators. Any compensation under this section impacted by an annual VEBA vote of such non-represented administrators otherwise

payable to the Superintendent will be dispersed and/or deposited consistent with the annual vote.

7. The District shall provide technology devices for the Superintendent as are necessary for the performance of his job duties. This will include the same level of technology support as the District provides for other senior administrative staff. The Superintendent's use of such technology is subject to the District's Acceptable Use Policy.

REIMBURSEMENTS

In lieu of other expense reimbursement for travel, the Superintendent shall receive \$850.00 per month to defray costs incurred in using his automobile for official travel in-district and within fifty (50) miles (one-way) of the district administration building. (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 be entitled to out-of-District mileage for official travel in excess of fifty (50) miles (one-way) from the district administration building and other expense reimbursement for official business as provided by law and District policy for administrators. Travel for official business outside of the State of Washington must be approved in advance by the Board of Directors.

All requests by the Superintendent for the reimbursement of expenses associated with official business must be completed pursuant to district policy and procedure, and submitted to the President of the Board of Directors for approval.

MEDICAL EXAMINATION

The Superintendent agrees to have a comprehensive medical examination each year. A statement certifying to the medical competency of the Superintendent shall be filed with the President of the Board by June 15 of each year covered by the contract and treated as confidential information by the Board. The District shall pay the cost of this medical examination.

EVALUATION

The Board of Directors shall provide the Superintendent an annual evaluation of job performance in June of each year according to a previously agreed-upon format and mutually established goals. The Board will determine whether the Superintendent's performance satisfactorily meets the measures, metrics and expectations established by the Board and Superintendent. Unless the Superintendent expressly requests otherwise in writing, such evaluation of the Superintendent by the Board of Directors shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law.

The Board and the Superintendent shall agree upon the evaluation tool and its components, which will be consistent with Board policies and goals and will help to identify the Superintendent's strengths, areas for growth, commendations, and to further enhance the overall professional growth of the Superintendent.

RESIDENCY

The Superintendent shall live within the boundaries of the District.

CONTRACT RENEWAL AND TERMINATION

If this contract is not to be extended for an additional year beyond July 1, 2020, the Board must give written notice of the same to the Superintendent no later than July 1, 2019. Absent such notice, the Board shall affirmatively renew the contract for 2020-2021 by agreeing to a new contract, with the Superintendent's compensation, benefits, and reimbursements to be determined by the Board following discussion between the parties, provided that the compensation, benefits, and reimbursements will not be lower than in the prior year.

The Board may terminate this contract at any time after the Superintendent has been absent from his employment for a continuous, extended period of time by providing written notice to him. The Board reserves the right to require the Superintendent to submit to a medical examination, physical and/or mental, when the Board in its discretion deems the Superintendent unable to perform his essential duties. The physician(s) shall be selected by the Board and paid by the District. If the Superintendent is determined through this medical examination to be disabled to the extent that he cannot perform his duties, the Board may terminate his contract. In the event of termination of this contract due to extended absence or disability, any further obligations of the Board under this contract shall thereupon cease, provided that, in the event of termination due to disability, the Board shall reassign the Superintendent to inactive administrator status for the period of his accumulated disability leave and/or vacation entitlements for a period of time up to but no later than June 30, 2020.

During the term of this contract, the Superintendent shall be subject to discharge for sufficient cause as provided by law.

This contract shall be subject to and interpreted consistent with the laws of the State of Washington. Should any dispute arise regarding this Agreement, the parties agree that the venue for such disputes shall be any court of competent jurisdiction located in King County, Washington. If any provision of this contract 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 contract shall continue in full force and effect.

This contract 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.

INDEMNIFICATION

To the extent allowed by law and pursuant to Board Policy 3810, the Board shall defend, indemnify and hold harmless the Superintendent in his individual capacity or his official capacity as agent and employee of the Board from any and all demands, claims, suits legal proceedings, financial loss, including reasonable attorneys' fees, money judgments including punitive damages arising out of any act or failure to act brought against him during the course of his employment, provided that at the time of the act or omission complained of, the Superintendent was acting within the scope of his responsibilities of employment and in compliance with Board policies and procedures. Notwithstanding the foregoing, individual Board members shall in no event be personally liable for such indemnification. This Indemnification provision shall survive termination of this agreement.

This contract may be amended at any time by mutual agreement of the Board and the Superintendent.

Dated this 28th day of June, 2017.

Dr. Calvin J. Watts

FOR THE KENT SCHOOL DISTRICT NO. 415

Karen DeBruler, President

Debbie Straus, Vice-President

Agda Burchard

Russell Hanscom

Maya Vengadasalam