

## **SUPERINTENDENT'S CONTRACT OF EMPLOYMENT ADDENDUM**

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"), agree to the following Contract Addendum, which modifies the Superintendent's Contract of Employment originally dated July 1, 2017. Unless otherwise noted, the provisions of the July 1, 2017 Contract of Employment remain in full force.

### **PROFESSIONAL RESPONSIBILITIES**

This section shall replace the previous Professional Responsibilities section from the July 1, 2017 Contract of Employment. 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. For the purposes of this section, Board approval shall mean formal approval done in an open public meeting.

#### **Consultation on District Time**

With prior approval of the Board the Superintendent may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations on District time 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 assigns such funds to the District. Prior to accepting such activities, the Superintendent shall report the same to the Board of Directors for prior approval.

#### **Consultation on Personal Time**

The Superintendent may engage in consultative services on his own personal time. If the Superintendent provides consultative services regarding evaluation of a product or service that is promoted by the company/entity and potentially used by the District he shall not receive anything of economic value for this consultative work without the approval of the Board of Directors. The Superintendent will submit any requests for consultative work on personal time, to the entire Board for approval forty-five (45) days before the start of the work.

## **Conflicts of Interest**

The Superintendent shall avoid any conflicts of interest in the execution of any consultative work completed on either District or personal time.

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, except 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.

## **COMPENSATION**

This section shall replace the previous Compensation section from the Superintendent's July 1, 2017 Contract of Employment. The annual salary effective July 1, 2017 to June 30, 2019, to be paid the Superintendent by the Board shall be \$254,500. Before 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.

## **CONTRACT RENEWAL AND TERMINATION**

This section shall replace the previous Contract Renewal and Termination section from the July 1, 2017 Contract of Employment. The Superintendent contract is hereby renewed through June 30, 2021. If this contract is not to be extended for an additional year beyond July 1, 2021, 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 2021-2022 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.

Unless otherwise noted, this Addendum incorporates the July 1, 2017 Superintendent's Contract of Employment. This Addendum, along with the unmodified provisions of the July 1, 2017 Superintendent's Contract of Employment, represent the entire Agreement between the parties regarding the employment of the Superintendent by the District and there are no oral agreements that modify its terms.

Dated this 24<sup>th</sup> day of July 2018.

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Dr. Calvin J. Watts

FOR THE KENT SCHOOL DISTRICT NO. 415

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Maya Vengadasalam, President

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Debbie Straus, Vice-President

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Denise Daniels

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Karen DeBruler

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Ross Hardy