



BOARD BUSINESS

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into this ____ day of _____, 2019 ("Effective Date"), by and between the Board of Directors ("Board") of Wenatchee School District No. 246 ("School District"), and Dr. Paul Gordon, ("Superintendent").

WHEREAS, RCW 28A.400.010 requires the Board to appoint a superintendent, who shall have supervision over the departments of the School District;

WHEREAS, after conducting an extensive search, the Board desires to appoint the Superintendent to be the superintendent of the School District and further desires to employ the Superintendent in accordance with the terms of this Contract, and

WHEREAS, Superintendent desires to be employed by the Board in accordance with the terms of this Contract, and

WHEREAS, the parties intend that this Contract will supersede and replace any prior agreements between the parties, upon the Effective Date of this Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained, it is agreed by and between the parties hereto as follows:

1. Employment. The Board hereby agrees to employ Superintendent, and the Superintendent hereby agrees to enter into the employ of the Board as superintendent of the School District. Such employment shall be subject to the terms and conditions of this Contract, and shall begin on July 1, 2019.

2. Duties. In Superintendent's capacity as superintendent of the School District, Superintendent shall be responsible for and perform all acts and duties incident thereto, including, but not limited to, the following:

- a. The performing of all duties and responsibilities of Superintendent of the School District as set forth in the Policy and Procedures Manual of the School District as now or hereafter adopted;
- b. The performing for the Board and the School District of all duties and responsibilities of school superintendents generally imposed by or implied from the laws of the state of Washington, including, but not limited to, applicable laws, rules or regulations, or customs and practices within the state of Washington;

- c. The serving as the chief administrative officer and the executive officer of the School District and the secretary of the Board; and,
- d. The performing of such other duties and responsibilities as from time to time may now or hereafter be assigned to Superintendent by the Board.

3. Term. This Contract shall become effective on the Effective Date, and continue in force thereafter through the 30th day of June, 2022. The Superintendent's work year shall begin on July 1, 2019 and shall consist of two hundred sixty (260) days, less twenty-five (25) vacation days and fourteen (14) holidays, for the net work year of two hundred twenty-one (221) days. For purposes of this Contract, "work year" shall have same meaning as "Contract Year," which is defined in paragraph 11(g) of this Contract.

4. Performance Review and Extension. At the second regular Board meeting in February of each Contract year, and for each succeeding Contract Year for any extension, the Board shall review with the Superintendent the Superintendent's performance as superintendent of School District; Superintendent's progress toward goals established by the Board; the working relationship among Superintendent, the Board, the staff, the students and the community at large; whether the term of the Contract should be extended beyond the 30th day of June, 2022; changes in Annual Salary and other terms and conditions of employment for any extension period; and any other matters relative to the employment of the Superintendent. Superintendent shall advise the Board of this obligation no later than December 15th of each Contract Year, and for each succeeding Contract Year for any extension.

Following the annual evaluation of the Superintendent, but no later than June 15th of each Contract Year, and for each succeeding Contract Year for any extension, the Board may vote to extend the unexpired term of this Contract, provided that the term of the Contract shall never exceed three (3) unexpired years. Such action shall be made by motion and roll-call vote in a regular meeting of the Board.

The Board, in its sole discretion, and with or without cause, may decline to extend this Contract. Further, the Superintendent, in the Superintendent's sole discretion, and with or without cause, may decline to extend this Contract. In either event, the Contract shall continue only for the balance of the term.

5. Compensation. The Board shall pay to Superintendent, and Superintendent agrees to accept from the Board in full payment of the Superintendent's services, compensation and other benefits as follows:

- a. Annual Salary. Beginning July 1, 2019, the Board shall pay to Superintendent annual salary of One Hundred Ninety-Nine Thousand Dollars (\$199,000) ("Annual Salary"). The Annual Salary is not inclusive of the other benefits and compensation otherwise provided. The Annual Salary shall be paid in equal

monthly installments in accordance with the policy of the Board governing the same for its full-time professional employees or as otherwise agreed. For any employment that is done for a partial Contract Year, the Annual Salary shall be prorated. The Annual Salary of the Superintendent shall be increased effective on July 1, 2020, and each July 1st of every Contract Year thereafter, including during any extensions, by no less than the same percentage rate of increase, if any, established through state and/or local funding sources for the School District's Assistant Superintendent or the Principals/Directors for the same period, whichever amount is less.

b. Benefits. During the term hereof, Superintendent shall receive or participate in the following benefits:

(1) Vacation Leave. Superintendent shall be entitled to twenty-five (25) working days of vacation per Contract Year. Unused vacation shall not be carried over to the next Contract Year. The Superintendent, upon his request, shall be able to cash out a maximum of nineteen (19) days of vacation leave per Contract Year at the per diem rate. Vacations shall be taken subject to the approval of the Board and shall be scheduled to least interfere with the operations of the School District. For any employment that is done for a partial Contract Year, the vacation days shall be prorated. If any vacation days have been accumulated, but are unused at the end of the term of this Contract, the Superintendent may cash out the vacation days at the per diem rate up to a maximum of nineteen (19) days. The per diem rate shall be calculated by dividing the Annual Salary by the net work year of two hundred twenty-one (221) days.

(2) Sick Leave. Superintendent shall be entitled to twelve (12) days of sick leave per year. Sick leave may be accumulated and shall otherwise be governed by the provisions generally applicable to teachers as now or hereafter established by Board Policy, other action of the Board, or applicable laws, rules or regulations. For purposes of computing the Superintendent's daily pay rate for sick leave buy back, the Superintendent's work year consists of two hundred twenty-one (221) days. For any employment that is done for a partial Contract Year, the sick days shall be prorated. If any sick days have been accumulated, but are unused at the end of the term of this Contract, the Superintendent may cash out the sick days pursuant to the pay rate for sick leave buy back stated in this paragraph.

(3) Health Insurance. Superintendent shall be provided the same state health benefit allocation generally available to employees of the School

District; provided that the School District shall be responsible for payment of any payment for only the insurance premium for Superintendent and Superintendent's spouse or registered domestic partner.

- (4) Travel - Reimbursement. In lieu of other expense reimbursement for in-district travel, the Superintendent shall receive during the term of this Contract the sum of Five Hundred Dollars (\$500.00) per month, to defray the costs incurred in using his automobile for official travel. (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 and other related travel expense reimbursement for official business as provided by law and Board Policy for administrators.
- (5) Medical Examination. The Superintendent shall have a yearly comprehensive medical examination by a qualified medical team. A statement certifying to the physical competency of the Superintendent shall be filed with the Board. The results of the medical examination shall be kept confidential. The School District shall pay the cost of the medical examination.
- (6) Holidays. Superintendent shall receive the same holidays provided generally to twelve-month employees of the School District.
- (7) Life Insurance. During the term of this Contract, the School District shall provide and pay for the benefit of Superintendent a policy of term life insurance insuring Superintendent's life in the amount of Five Hundred Thousand Dollars (\$500,000.00). The beneficiaries of the policy shall be designated by the Superintendent.
- (8) Professional Growth and Development. Superintendent is encouraged to attend appropriate professional meetings at the local, state and national levels, including, but not limited to, those of Washington Association of School Administrators and the American Association of School Administrators. As approved from time to time by the Board or in accordance with its general policies, reasonable costs of attendance will be paid by the School District. The reasonable costs of attendance, shall be up to Three Thousand Dollars (\$3,000.00) per Contract Year for any and all costs, fees and expenses associated with the professional growth and development of Superintendent, including without limitation costs for tuition, travel, training, technology hardware and

operational software, and books and educational materials related to his studies and/or training.

Superintendent may accumulate and carry over to the following Contract Year part or all of said sum; provided, however, Superintendent may not carry over more than Three Thousand Dollars (\$3,000.00) per Contract Year. For any employment that is done for a partial Contract Year, the costs, fees and expenses associated with the professional growth and development shall be prorated. Any unused professional growth and development funds available at the end of the term of this Contract shall not be cashed out and paid to Superintendent.

- (11) Cell Phone. In lieu of the School District providing the Superintendent with a cell phone and monthly phone plan for use in connection with his official duties, the Superintendent shall receive additional compensation of One Hundred Fifty (\$150.00) per month. (It is the determination of the Board that this means of reimbursement is less costly than the Board providing a cell phone to the Superintendent and paying for a monthly phone plan.)
- (12) Moving Expenses. The Board will reimburse the Superintendent for one-time moving expenses of up to Fifteen Thousand Dollars (\$15,000.00) upon submission of appropriate supporting documentation, substantiating actual moving expenses for relocation to the Wenatchee area. Moving expenses include, but are not limited to, costs to pack and ship personal possessions, temporary storage fees and transportation costs. Moving expenses do not include temporary housing or meal expenses.
- (13) Other Benefits. Superintendent shall further be entitled to such other benefits as may from time to time be approved by the Board specifically for Superintendent or required to be provided to Superintendent by law. Except for such benefits or the benefits set forth in this Contract, Superintendent shall be entitled to no further benefits from the Board except as specifically required by law.

6. Loyalty. Superintendent shall devote all of the Superintendent's time, attention, knowledge and skills solely and exclusively to the business and interests of the Board and the School District. Superintendent may, however, undertake consulting work, speaking engagements, writing, lecturing or other activities which do not interfere with the discharge of Superintendent's duties and responsibilities hereunder. The determination of the Board as to whether such other work interferes with the discharge of Superintendent's duties and responsibilities hereunder shall be conclusive.

7. Discharge and Termination. Superintendent may be discharged and this Contract terminated at any time (even during the term of this Contract) for cause; provided, however, that the Superintendent shall have the right to notice and hearing pursuant to Washington State law. In addition, this Contract may be terminated pursuant to paragraphs 8 (pertaining to disability) and 9 (pertaining to contract buy-out) below.

8. Disability. Should the Superintendent be unable to perform any or all of his duties under this Contract due to disability, the Board shall have the right to reduce the Superintendent's Annual Salary in its sole discretion to a level commensurate with the remaining abilities of the Superintendent. If such disability continues for more than twelve (12) consecutive months or if said disability is permanent, irreparable or of such a nature as to make the performance of his duties impossible, the Board, at its option, may terminate this Agreement, whereupon the respective duties, rights and obligations of Superintendent and the Board shall terminate.

9. Contract Buy-Out. The Board shall have the right, with or without cause, and with or without giving any reason therefor, to terminate this Contract and purchase or buy-out Superintendent's rights or interest herein. The purchase price shall be the full amount of compensation (Annual Salary and benefits) owing to Superintendent for the balance of the Contract Year (as defined in paragraph 11(g)) in which occurs the effective date of termination, together with an additional amount that is equal to twelve (12) monthly installments of the Annual Salary.

To terminate this Contract under this provision, the Board shall notify the Superintendent of its election to terminate the Contract and the effective date of termination, which may be immediately. Notice shall be in writing, personally delivered to the Superintendent or mailed by certified mail, return receipt requested, postage prepaid, addressed to Superintendent at Superintendent's last known address as disclosed for income tax purposes to the Board's business office. If mailed, such notice shall be considered effective three (3) business days after mailing, irrespective of when received. The notice shall be accompanied by payment of the purchase price, less required withholdings of income taxes, retirement or social security contributions and the like. Upon termination and payment, the Superintendent shall have no further rights or claims whatsoever against the Board, the individual members thereof or the School District regarding Superintendent's employment and shall be deemed to have resigned Superintendent's position and/or any employment with the School District as of the effective date of termination.

For example, assume the following:

- a. On September 1, 2019, the Board notifies the Superintendent of its election to terminate the Contract.
- b. The notice to the Superintendent states that the effective date of termination is November 30, 2019.

Under the foregoing set of facts, the Superintendent would be paid compensation (Annual Salary and benefits) for the balance of the 2019-2020 Contract year, i.e. December 1, 2019 to June 30, 2020, together with an additional twelve (12) monthly installments of Annual Salary (i.e. \$199,000).

10. Referrals to Superintendent. The Board collectively or individually, shall promptly refer to the Superintendent all criticisms, complaints and suggestions called to their attention relative to Superintendent or the School District for Superintendent's study and recommendation.

11. General Terms.

- a. Governing Law. This Contract has been executed in the state of Washington and shall be governed in accordance with the laws of the state of Washington in every respect and other applicable laws, rules and regulations. This Contract is further subject to the Board's policies, rules and regulations as now or hereafter adopted. Venue and jurisdiction of any lawsuit involving this Contract shall exist exclusively in the state courts in Chelan County, Washington.
- b. Headings. Paragraph headings and numbers have been inserted for convenience reference only. If there shall be any conflict between any such headings or numbers and the text of this Contract, the text shall control.
- c. Exclusive Terms. This Contract contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written, including, but not limited to, any prior contract. This Contract shall not be modified, amended, altered, or supplemented except by agreement in writing duly executed by both of the parties hereto.
- d. Severability. The provisions of this Contract shall be deemed severable, and the invalidity of any portion hereof shall not affect the validity of the remainder thereof.
- e. Counterparts. This Contract may be signed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
- f. Binding Effect. This Contract shall be binding upon and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors and assigns.
- g. Contract Year. For purposes of this Contract, the term "Contract Year" refers to the period from July 1st to June 30th of each year.

h. Notice. Unless otherwise notified in writing, each party shall send notices and other communications to the other party at the address shown below:

To Board: Board of Directors
Attention: President of the Board
235 Sunset Ave.
Wenatchee, WA 98801

with a copy to: Danielle R. Marchant
Davis, Arneil Law Firm, LLP
617 Washington St.
Wenatchee, WA 98801

To Superintendent: Dr. Paul Gordon

i. Public Records. The District is a public agency as defined by the Public Records Act (Ch. 42.56 RCW). District records, the contents of which that are not otherwise declared by law to be exempt, are public records and are subject to inspection and copying by any person. In the event a request for this Contract is made under the Public Records Act, Superintendent agrees that this Contract may be released in response to the request.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in Wenatchee, Washington, the day and year first above written.

BOARD OF DIRECTORS OF
WENATCHEE SCHOOL DISTRICT NO. 246:

By _____
SUNNY HEMPHILL, President

By _____
LAURA JAECKS, Vice President

By _____
SARAH KNOX, Member

By _____
DR. MICHELE SANDBERG, Member

By _____
DR. KARINA VEGA-VILLA , Member

SUPERINTENDENT:

DR. PAUL GORDON

Contract Request Form

Non-Federal

RECEIVED
FEB 08 2019
BY: FINANCE

Please submit this form with your **unsigned** contract to Denise Watson 2 weeks before the School Board meeting. Upon review and approval, the contract will be included on the agenda for School Board approval.

All contracts require school board approval.

The only authorized signatures on a contract are Brian Flones, Jon DeJong, Larry Mayfield, or the School Board.

Is this contract New (we do not have a current contract with them), a Renewal (same contract - extending length time) or a Revision (something added, removed or changed from the original).	New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Revision <input type="checkbox"/>
---	--

Cost of Contract - If there is no cost put N/A in the box, **Revenue** - if this is a grant or we are receiving funds, **Budget code** for contracts with a cost or put in N/A if it is revenue or no cost.

Cost of Contract: \$7,950.00 Or Revenue: N/A Budget code: 3100-21-7000-000
 or PO# _____

Contract is scheduled to begin: Date of Execution <input type="checkbox"/> or Specific Date: <u>2/6/2019</u>	Contract is scheduled to end: Active until terminated <input type="checkbox"/> or Specific Date: <u>2/28/2019</u>
---	--

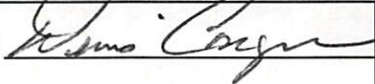
Contract Details:
 Brief Description/Purpose
 (If this is a revision what changed:)

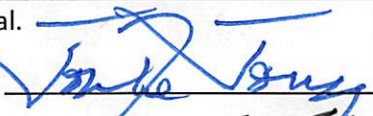
Create a video for the promotion of Career and technical education courses.

Agency Contact Information (to whom & where contract needs to be mailed)

Agency Name: North 40 Productions
 Attention: Jeff Ostenson
 Street address or PO Box: 15 Orond Ave
 City, State, Zip Code: Wenatchee, WA 98801
 Email Address: Jeff@north40productions.com
 Phone Number: 509-888-2212

Be sure to follow state bid requirements as outlined in RCW 28A.335.190

Contract Requested By: <u>Dennis Conger</u> <small>Print/Type Name</small>	Signature: 
---	--

I have read this contract and recommend it for board approval.	
Requesters Administrator: <u>Jon DeJong</u> <small>Print/Type Name</small>	Signature: 

Reviewed by: <u>Larry Mayfield</u> <small>(District Office) Print/Type Name</small>	Signature: 
Attorney Review Needed: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Date Completed: <u> / / </u> Bd Packet 3/12/19



Dear Dennis:

Thank you for coming to North 40 for your production needs. The following proposal outlines our understanding of the project to create a video sharing the value of the Wenatchee School District's Career and Technical Education (CTE) program.

Project Goal:

To create media that shares the value of the CTE program to students and the community. The audience for this project will be students, parents, educators and the community at large.

Approach:

For this project we propose to ask a set series of questions to a group of around 15 CTE students on a set location at the high school. From this we will edit a compelling and energetic 2- to 3-minute video that will help audiences understand the CTE program and share its importance to the school district and community. Appropriate b-roll imagery will be used to further share the story and engage the audience. An additional interview with you or other appropriate "expert" on the program may be needed to fill in important program content.

Production:

Production will be completed for this project in one full-day. We propose to create a set location at the high school and film approximately 15 students answering a set list of questions. This will take approximately half of a day. For the second half-of the day, we will film b-roll imagery of students participating in CTE program classwork. We will work with you to determine the schedule for these shoots to acquire the needed media.

Estimated Budget:

The following outlines an estimated budget based on our understanding of the project to date.

PRE - PRODUCTION		
Project development		\$650.00
Pre-production coordination and project management	\$250.00	
Script treatment and interview questions	\$400.00	
PRODUCTION		
Filming		\$3,000.00
On location filming - up to 1 full day	\$3,000.00	
Misc		\$250.00
Sound bed selection and license	\$250.00	
POST PRODUCTION		
Media acquisition and preparation		\$200.00
Digital transfer of media to server w mirror backup	\$50.00	
Footage logging	\$150.00	
Editing		\$3,850.00
Video editing	\$2,500.00	
Graphics for titles	\$250.00	
Sound editing	\$500.00	
Color editing	\$500.00	
Output	\$100.00	
PROJECT TOTAL		\$7,950.00

BILLING AND CONTACT INFO

North Forty Productions Productions
15 Orondo Ave
Wenatchee, WA 98801
UBI#: 602-626-052
EIN#: 20-5106618
Tel. 509-888-2212
Email: jeff@north40productions.com

If the terms and conditions of the above meet with your approval, please sign where indicated below and return a signed copy to our office. We look forward to the opportunity to be of assistance on this project.

We, the undersigned agree on the scope, schedule, resources and budget as outlined above.
Signed this date 2/26/19 :

GTE Superintendent

North Forty Productions

Brian Flores