

North Kitsap School District

This agreement is entered into by and between the Board of Directors (the Board) of the North Kitsap School District No. 400 (the District), Kitsap County, Washington and Patrice Page (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 two (2) years, July 1, 2015 through June 30, 2017, on terms and conditions acceptable to both parties; and

WHEREAS, each year of the contract shall include 260 work days minus paid holidays and paid vacation days for an actual work year of at least 218 days, and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

1. In consideration of an annual salary to be paid at the rate of one-twelfth (1/12) of \$148,920 each month for the period of July 1, 2015 through June 30, 2017, the superintendent agrees to perform faithfully the duties of the superintendent of the School District as prescribed by the laws of the State of Washington, and by the policies, rules, and regulations made thereunder by the Board, the State Superintendent of Public Instruction, and the State Board of Education.
2. Subject to Board approval, the superintendent will organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in her judgment, best serves the school district. The responsibility for selection, placement, and transfer of the personnel shall be vested in the superintendent subject to the approval by the Board: and the Board, individually and collectively, agrees to refer, as appropriate, criticisms, complaints, and suggestions called to its attention to the superintendent for study and consideration. Nothing contained in this paragraph authorizes the superintendent to perform any act which under statutes of the State of Washington cannot be delegated by the Board to the superintendent.
3. The superintendent shall regularly report to the Board on the affairs of the District by such methods as the Board shall direct.
4. Prior to June 15 of each succeeding school year, the parties will meet to establish goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described. Said goals and objectives shall be among the criteria by which the superintendent is evaluated as hereafter provided.
5. The Board shall spend part of two (2) meetings annually to a discussion of the working relationship between the superintendent and the Board. The discussion shall include an evaluation of the superintendent's performance as measured by the evaluative criteria and goals and objectives established by the Board and superintendent.
6. Following each annual evaluation of the superintendent and prior to the anniversary date of this contract, the Board and superintendent will attempt to agree upon adjustment(s) to the contract, including salary and benefits, which will not be less than those provided in the preceding contract year.

Further, following each annual evaluation and prior to the anniversary of this contract, the board agrees to notify the superintendent whether the contract will be extended for an additional year.

Any and all changes to this contract are to be reflected in the form of a replacement employment contract.

7. Consistent with law, the superintendent agrees to have a comprehensive medical examination not less than once every year. A statement certifying to the medical competency of the superintendent shall be available to the Board upon request and shall be treated as confidential information by the Board. The costs of the examination not covered by insurance, if any, would be covered by the District.
8. In lieu of other expense reimbursement for in-District travel, the superintendent shall receive \$400.00 per month to defray costs incurred in using his/her 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-County mileage and other expense reimbursement for official business as provided by law and District policy for certificated administrators.
9. The superintendent will accrue 30 days of paid vacation per year, exclusive of legal holidays, on the first day of July. Vacation days must be taken at reasonable times so as not to disrupt the proper functioning of the district. The board president shall be notified of the vacation times being taken in advance and in writing. The daily rate will be calculated based upon workdays of 218 days.

Annual vacation may be accumulated up to 30 days. Once 30 days are accumulated, vacation must be used within 12 months of the year in which it is earned. On termination of employment with the district or upon retirement, the superintendent is to be paid for accumulated vacation up to but not exceeding 30 days. In all events, the superintendent's right to compensation for vacation shall be interpreted to avoid any risk to the district of any financial penalty, such as excess compensation billings from any retirement system.
10. The superintendent will have 15 optional work days to be paid at a per diem based on 218 work days.
11. 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.
12. In addition to the annual base salary set forth above, the District shall pay into the superintendent's plan account under the District's {IRC § 403(b) plan} {IRC § 457(b) plan} an employer-provided non-elective contribution equal to 13% of the superintendent's annual salary each year. Both parties intend, but neither assures the other, that those contributions be excluded from the superintendent's gross income for federal income tax purposes. The superintendent shall direct investment of the non-elective contributions and amounts attributable to them, but shall direct investment subject to the plan's terms, including the District's selection of the plan's investment alternatives.
13. The superintendent shall devote her time, attention and energy to the business of the District; however, she may serve as a consultant with approval of the Board to other districts or educational agencies on his/her off-duty time.
14. The district shall pay the superintendent's dues for membership in the American Association of School Administrators (AASA) and the Washington Association of School Administrators (WASA).

15. The Board expects the superintendent to continue her professional development in areas that would directly impact the advancement of the district's goals and objectives. The district will support up to \$4,000 per year for professional development. These funds may be used for seminars, classes, course of study, travel for professional development activities, purchase of computer equipment or software, dues in additional educational, community, and professional associations that the superintendent deems appropriate in supporting the goals and direction of the district, and/or purchase of printed or video materials. It is critical that these funds be used to support the mission and goals for the district.
16. The district will reimburse the superintendent according to board policy for reasonable expenses necessarily incurred while attending state and local meetings, as provided for in the district budget. The superintendent is expected to have and maintain a vehicle for her professional duties. Mileage will be reimbursed at the standard rate established by the district for approved business travel. In recognition of the superintendent's use of her personal cell phone for district-related calls, email and text messages, the district will compensate the superintendent \$100 per month. This reimbursement will not require itemized receipts and will therefore be reported as non-wage income.
17. The superintendent shall be afforded insurance coverage, leaves, and other benefits commensurate with those provided other certificated administrators employed by the District.
18. The superintendent is required to maintain active membership and active participation in the Poulsbo and Kingston Chambers of Commerce and in one local service club and do so at District expense in accordance with Board policy.
19. The superintendent shall establish and maintain his/her primary residence within the bounds of the District.
20. The superintendent shall fulfill all aspects of this contract, 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.
21. During the term of this agreement, the superintendent will be subject to discharge for just cause.
22. The Board agrees, as a further condition of the superintendent's employment contract, that it will defend, hold harmless and indemnify the superintendent, and to the extent allowed by law, her community property, from any and all third party demands, claims, suits, actions, damages, costs, charges and expenses, including court costs and attorney's 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 her employment and during the good faith performance of her 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, with the concurrence and agreement of the Board, obtain independent counsel which reasonable 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 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 attorneys' 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.
23. This contract shall be subject to and interpreted consistent with the laws of the State of 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.

24. 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.

Accepted this _____ day of _____ 2015.

By: _____
Superintendent

ACCEPTANCE APPROVED ON _____, 2015 by the Board of Directors of the North Kitsap School District.

Board President

Board Vice President

Member

Member

Member