



North Kitsap School District

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Meeting: June 13, 2019

Category: Action Item

Subject: Superintendent Contract

Summary: The Superintendent received a positive evaluation from the board for the 2018-2019 contract year. The evaluation denoted the superintendent as meeting goals and making significant progress on key initiatives. The Superintendent also met standard on all of the evaluation criteria used for evaluation for the 2018-2019 year.

The board has established a commitment for competitive salaries for all employee groups. In both 2017-2018 and in 2018-2019, the superintendent's compensation was below the regional median range for similar sized districts. All other employee groups in NKSD are at or above the median range for comparable districts. Even with the adjustments in this contract, available data shows that the superintendent will still be at or below the regional median for similar sized districts with this contract.

The board has also established a commitment towards equitable treatment of all employees, and negotiated raises have demonstrated a consistent percentage raise for employee groups. The superintendent's percentage raise from 2017 to this proposed contract is a smaller/lower percentage than raises for other employee groups.

Professional development had been previously funded as a separate line-item at the rate of \$6000/year; moving forward, that amount has been incorporated into the base salary.

NORTH KITSAP SCHOOL DISTRICT # 400

Poulsbo, Washington 98370

EMPLOYMENT CONTRACT

for

THE SUPERINTENDENT

It is hereby agreed by and between the Board of Directors of the North Kitsap School District No. 400, located in Kitsap County, Washington, hereinafter referred to as the "Board" and Dr. Laurynn Evans, that the Board in accordance with its action at its meeting on June 13, 2019 has and does hereby employ Dr. Laurynn Evans, hereinafter referred to as the "Superintendent" to serve as Superintendent of the North Kitsap School District. Said employment is for a period commencing July 1, 2019, and ending June 30, 2022.

WITNESSETH:

1. **EMPLOYMENT:** In consideration of an annual salary of \$190,000, the Superintendent agrees to faithfully perform the duties of the Superintendent of the North Kitsap School District as prescribed by the law of the State of Washington and by the policies, rules and regulations made hereunder by the Board. The annual salary shall be paid in equal monthly installments in accordance with the rules and regulations governing payment of other professional staff members in the District. An additional \$2500 shall be added to the base contract in recognition that the Superintendent holds a doctorate level degree. Documentation of the degree shall be on file with the District to verify the stipend.
2. **CERTIFICATION:** As a condition of this contract, the Superintendent shall provide proof of a valid Washington State Superintendent Certificate issued by the Washington State Superintendent of Public Instruction's Office, with said certificate to be valid during the term of this contract.
3. **ORGANIZATION OF STAFF:** 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 and to select, place and transfer personnel. Nothing contained in this paragraph authorizes the superintendent to perform any act which under statutes of the State of Washington that cannot be delegated by the Board to the Superintendent.
4. **COMPLAINTS, CRITICISMS:** The Board, individually and collectively, will promptly refer to the Superintendent all criticisms, complaints and suggestions called to the Board's attention for study, recommendation and/or action as needed.
5. **EVALUATION and CONTRACT REVISION:**
 - A. Annual goals for the District and Superintendent shall be established jointly by the Board and Superintendent, and said goals shall be among the criteria by which the Superintendent is evaluated. No more than three strands of the WSBSE will be identified jointly by the Board and Superintendent as additional evaluation criteria.

B. February Review: On or before February 1st of each contract year, the Board shall devote all or a portion of at least one meeting, to discuss the working relationship between the Superintendent and the Board, along with the evaluation of the Superintendent's performance. Further, within one week of the February evaluation meeting, the board president will formally notify the superintendent regarding the extension of her contract for an additional year.

C. Final Evaluation: Though periodic opportunities shall be provided during executive sessions for discussion of the Board-Superintendent relationship, the Board also agrees to evaluate, during the month of May, the Superintendent's job performance, both orally and in writing. The evaluation shall be based upon progress toward goals and other appropriate factors pertinent to the Superintendent's administration and leadership in the District.

D. Salary Adjustment and Contract Revisions: 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. Any and all changes to this contract are to be reflected in the form of a replacement employment contract.

6. PROFESSIONAL and CIVIC ORGANIZATION DUES: 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). 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.

7. PROFESSIONAL DEVELOPMENT: The Superintendent, with prior Board approval shall attend appropriate professional meetings at the national, state and local level, and the District shall provide funds for the registration fees and travel costs.

8. OTHER COMPENSATION and BENEFITS: In addition to annual salary, the Superintendent shall receive the following forms of compensation in consideration for the faithful performance of the duties of the Superintendent of the North Kitsap School District.

A. Sick Leave: Twelve (12) days sick leave with compensation for illness or injury. Such unused leave shall accumulate from year to year to a maximum of the Superintendent's work year days. The Superintendent shall be eligible for the attendance incentive program in accordance with WAC 392-136.

B. Other Leaves: Personal and Bereavement leave options as provided other North Kitsap School District Administrators.

C. Holidays: The Superintendent shall take the following legal holidays, and they shall be included as days of service:

- | | |
|-------------------------|------------------------|
| New Year's Day | Veterans Day |
| Martin Luther King, Jr. | Thanksgiving Day |
| Presidents Day | Day after Thanksgiving |

Memorial Day
Independence Day
Labor Day

Christmas Eve
Christmas Day
Day after Christmas

D. Vacation: The Superintendent shall receive thirty (30) days of vacation annually, exclusive of legal holidays, and shall be entitled to accumulate vacation days from year to year, accumulation not to exceed thirty (30) days. The Board recognizes that vacation time is important and expects vacation time to be used for that purpose. No more than thirty (30) vacation days will be used in one contract year. Vacation days shall be deemed used in the order in which they were earned. Upon separation of employment, unused vacation will be compensable up to a maximum of thirty (30) days (or other lower amount needed to avoid an excess final compensation finding by the retirement system). The Superintendent may buy back up to ten (10) vacation days annually.

E. Extra Duties/Days: The Superintendent will have 20 optional work days to be paid at a per diem based on 218 work days divided by the Superintendent's annual salary set forth in Sections 1 and 8 G.

F. Leave Cash Out: Extra days and/or cash out of vacation days will be compensable at the rate of $1/218^{\text{th}}$ of the Superintendent's total annual compensation (annual salary set forth in Sections 1 and 8 G.). Upon separation from employment, if the Superintendent is eligible under chapter 392-136 WAC, unused sick leave days (as per WAC 392-136) shall be cashed out at the rate of $1/218^{\text{th}}$ of the total annual compensation of the Superintendent.

G. Annuity: In addition to, and as part of the annual base salary set forth in Section 1 above, the District shall provide the Superintendent an amount equal to 15% of the Superintendent's annual base salary set forth in Section 1 above each year for the purchase of District provided tax sheltered annuities or regulated company stock held in custodial investment accounts under 26 USC Section 403(b) as authorized under RCW 28A.400.250, and/or deferral of salary from this amount to District sponsored deferred compensation plans under 26 USC Section 457 as directed by the Superintendent. Both parties intend, but neither assures the other, that these payments be excluded from the Superintendent's gross income for federal income tax purposes. The Superintendent shall direct investment of the contributions and amounts attributable to them subject to the plan's terms, including the District's selection of the plan's investment alternatives

H. Benefits: The Superintendent shall receive medical, dental and other insurance coverage as provided to the District's certificated employees.

I. Transportation: In lieu of other expense reimbursement for in-District travel, the Superintendent shall receive \$600.00 per month to defray costs incurred in using 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 other expense reimbursement for official business as provided by law and District policy for

certificated administrators.

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.

J. Technology: The District shall provide the Superintendent a separate district cell phone and cell service, at District expense. The District will not compensate the Superintendent for use of her personal cell phone for District related calls.

9. OUTSIDE WORK: The Superintendent hereby agrees to devote her time, skill, labor and attention to said employment during the duration of this contract; provided, however, that the Superintendent, with prior permission of the Board, may undertake consultative work, speaking engagements, writing, lecturing and other professional duties and obligations in accordance with State law. In recognition of the considerable time and effort required outside of the regular work day to produce written work, it is understood that publications will be the sole property of the Superintendent.
10. TERMINATION: This agreement may be terminated by the following means:
 - A. Sufficient Cause. The Superintendent shall be subject to discharge for just cause during the term of this Contract, and shall be provided, if requested, a hearing in accordance with applicable statutes.
 - B. Mutual agreement of Superintendent and Board. This contract may be terminated by written agreement of the Board and Superintendent, at which point all obligations of the Board and Superintendent shall cease.
 - C. Resignation. The Superintendent may terminate this contract by resigning and by giving the Board six months' notice of the proposed resignation, or with less notice by agreement with the Board.
 - D. End of Contract. Allowing the Contract to run its term (nonrenewal).
 - E. Retirement.
 - F. Death.
 - G. Disability. Should the Superintendent be unable to perform all of the Superintendent's duties by reason of illness, accident, or other causes beyond the Superintendent's control, and said disability exists for a period longer than the Superintendent's accrued sick and vacation leave, the Board may in its discretion make a proportionate deduction from the salary stipulated, and if such disability continues for more than ninety (90) days or if said disability is permanent, irreparable, or of such nature as, in the discretion of the Board, will make the performance of duties impossible, the Board may, at its option, terminate this agreement; whereupon, the respective duties, rights and obligations hereof shall terminate.
11. HOLD HARMLESS: The Superintendent, spouse and marital community, shall be indemnified and held harmless by the Board from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his

capacity as an agent and/or employee of the Board to the extent allowed by law. This indemnification shall include the cost of legal defense.

12. SAVINGS CLAUSE: If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such ruling shall remain in force.

13. RESIDENCY REQUIREMENT: The Superintendent shall establish and maintain her primary residence within the bounds of the District.

14. ENTIRE AGREEMENT: This contract represents the total agreement between the parties regarding the employment of the Superintendent by the Board and there are no verbal agreements, which modify its terms.

15. REPLACEMENT CONTRACT: This contract supplants and replaces the parties' 2017-18 contract, effective July 1, 2018.

BY SIGNING THE FOREGOING CONTRACT, Dr. Laurynn Evans AND THE BOARD OF DIRECTORS OF THE NORTH KITSAP SCHOOL DISTRICT #400, AGREE TO ITS TERMS:

Dated this 13th day of June, 2019 at Poulsbo, Washington.

SUPERINTENDENT

Dr. Laurynn Evans

NORTH KITSAP SCHOOL DISTRICT BOARD OF DIRECTORS

Cindy Webster-Martinson, President

Rick Eckert, Vice President

Glen Robbins, Director

Jim Almond, Director

Beth Worthington, Director