



Snoqualmie Valley

Public Schools

The Superintendent's Contract 2021-2024

It is hereby agreed by and between the Board of Directors ("Board") of Snoqualmie Valley School District No. 410 ("District"), King County, Washington, and Dr. Lance Gibbon (the "Superintendent") that the District, in accordance with the Board's action as found in the minutes of the meeting held on March 31, 2021, hereby employs Dr. Gibbon as Superintendent of Schools of the District for the period commencing July 1, 2021, and ending June 30, 2024, subject to the terms of this Contract.

Agreements

1. **Duties of Superintendent.** In consideration of the compensation and benefits provided for herein, the Superintendent agrees to devote full time and attention to performing faithfully the duties of Superintendent of Schools and Secretary of the Board, as prescribed by the laws of the State of Washington and by the policies, rules, and regulations made thereunder by the Board.
2. **Compensation.**
 - (a) For the 2021-22 contract year (July 1, 2021, through June 30, 2022), annual gross salary shall be \$290,000.00 (hereinafter referred to as "Contract Base Salary"), paid in accordance with the District's normal payroll policy. For the 2022-2023 (July 1, 2022, through June 30, 2023), and the 2023-2024 (July 1, 2023, through June 30, 2024) contract years, annual salary shall be increased over the 2021-2022 Contract Base Salary by an amount to be determined by the board as set forth in Section 4, below.
 - (b) The Superintendent shall receive the same salary cost of living adjustment increase as other administrators (if allowed by the state) in following years following the 2021-2022 term.
3. **Contract Extension.** The Board will review this contract annually, on or before February 20, to consider whether a contract extension should be awarded, or whether the ongoing contract should continue toward its maturity date. Any extension of the contract shall not be greater than one year. Failure to notify the Superintendent, in writing, prior to the 20th day of February of a given year, of the Board's intent not to renew and/or extend, the contract shall automatically result in a one-year extension of the contract. However, it is the responsibility of the Superintendent to remind the Board, and/or to place this item on the Board agenda prior to February 1 of each year. If the Superintendent fails to notify the Board then the automatic renewal is no longer in effect. The effect of this provision is that the Superintendent will continue to operate under a three-year contract unless so notified by the Board. An email to Board members shall be sufficient notice.
4. **Salary Adjustment(s).** The Board will, in good faith, periodically review the Superintendent's salary not less than every three (3) years, in an effort to maintain a salary competitive with appropriate comparison school districts. Upward adjustments in salary made during the life of this Contract shall be in the form

of an amendment hereto and shall become a part of this Contract; provided, however, that any adjustment shall not be considered a new contract with the Superintendent or an extension of the termination date of the existing contract.

5. **Work Days.** Annually, the Superintendent shall establish a calendar which includes 217 work days. The per-diem rate, as referenced in this Contract, shall be calculated using the Base Salary as outlined in Section 2, applied to these 217 workdays.
6. **Benefits.** In addition to the annual salary, the Superintendent shall receive the following benefits:
 - (a) Leave with compensation for illness, injury, and emergencies at the rate of one (1) day per month, with unused leave to accumulate and to be compensable to the extent allowed by law.
 - (b) Bereavement leave at five (5) days per occurrence for immediate family members and three (3) days for close family members.
 - (c) Holidays recognized by the District for all administrators.
 - (d) The Superintendent shall receive benefits through the State Employee Benefits Board (SEBB) program. The District will pay the required employer premium and the Superintendent will pay the required employee premium. All plans available to other District administrators and employees shall be available to the Superintendent.
 - (e) The Superintendent shall receive thirty (30) days of paid vacation per year; however, no more than five (5) or more consecutive days shall be taken at one time without prior consultation with the Board President. Vacation days shall be taken at reasonable times, and the Superintendent shall provide advance written notice to the Board President prior to using vacation days. Unused vacation days shall accrue from year to year, provided that accumulated vacation days shall not exceed thirty (30) days as of June 30 on any given year. The Superintendent may turn in up to twenty-one (21) vacation days per year for compensation at the *per-diem* rate of his/her Contract Base Salary. Vacation cash-out at retirement that may be deemed excess compensation by the Department of Retirement Systems shall not be allowed. Vacation accounting will be on a first-in, first-out basis.
 - (f) The Superintendent shall receive benefits through the Teachers Retirement Services as provided for by law, The District shall be responsible for making and reporting all payments to TRS in accordance with this agreement.
 - (g) The Superintendent may participate in a tax-deferred annuity program of his choosing from among the options available to District employees.

7. **Automobile and Mobile Phone Reimbursement.**

- (a) The Board shall provide \$900.00 per month to apply to the use by the Superintendent of his personal vehicle for District business. (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 expense reimbursement for official business.
- (b) It is the Board's expectation that the Superintendent be readily available to staff, Board members, and community by carrying a mobile phone and through email. The District will provide a \$100.00

monthly stipend to the Superintendent for the purpose of purchasing a suitable mobile telephone and monthly service plan with a provider of his/her choice to facilitate District voice and email communication.

8. **Professional Development.** The Superintendent shall continue his/her professional development and may participate in relevant learning experiences, which may include attending professional meetings at the local, state, and national levels. The District shall pay the actual reasonable expenses of the Superintendent's attendance at such professional meetings, including associated travel expenses, which shall be reimbursed in accordance with District policy and department budget.
9. **Membership in Professional and Civic Associations.** The District shall pay the Superintendent's annual dues for membership in the American Association of School Administrators (AASA) and the Washington Association of School Administrators (WASA). The District may, in the sole discretion of the Board, pay the Superintendent's annual dues for membership of additional professional associations chosen by the Superintendent. In addition, the District will pay membership dues and associated costs associated with the Superintendent's membership and active participation in (secular) local civic or service organizations of the Superintendent's choosing.
10. **Outside Work.** The Superintendent shall devote his time, attention, and energy to the business of the District. However, subject to prior approval from the Board, the Superintendent may contract for consulting work, speaking engagements, writing, lecturing, or other professional duties and obligations, so long as such work and opportunities do not conflict with the Superintendent's performance of the duties under this Contract. Upon request from the Board, the Superintendent shall provide a report of the additional professional activities in the Superintendent intends to participate during a scholastic year. The Superintendent shall use vacation days for such activities unless the Board agrees otherwise in advance.
11. **Organization of Staff.** Subject to review and approval by the Board, the Superintendent may organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, in such manner as in the Superintendent's judgment best serves the interests of the District. The responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent, subject to approval by the Board to the extent required by law.
12. **Evaluation of the Superintendent.** The Board and the Superintendent shall annually develop and agree upon performance goals and objectives that shall serve as the basis for an annual evaluation. Such goals and objectives shall be established no later than the first meeting of the Board in September of each year.
 - (a) The Board shall devote a portion of at least one meeting annually for discussion and evaluation of the performance and working relationship between the Superintendent and the Board. During the first year of this contract, reviews will be limited to informal. Every effort will be made to conduct this meeting by a date to be determined by the Board and the Superintendent. Such meeting shall be conducted in closed session unless mutually agreed otherwise. Evaluations shall be based upon the mutually developed and agreed upon performance goals and objectives for that year's evaluation. In addition thereto, the Board and the Superintendent shall assess the quality and effectiveness of their working relationship. After reviewing the performance of the Superintendent based upon the agreed upon goals and objectives established for the school year, the Board shall notify the Superintendent in writing whether the Superintendent has performed, in the Board's judgment, satisfactorily or unsatisfactorily.
 - (b) An evaluation shall be deemed to be "satisfactory" if a majority of Board members have rated the

Superintendent's performance as satisfactory in individual evaluations prepared by such Board members. The Board and Superintendent shall agree upon the format for the written evaluation to be used.

- (c) The Board will provide a formal evaluation of the Superintendent's performance at least once annually, no later than November 30 of each year. During the first year of this contract, reviews will be limited to an informal review.
- (d) If the Board concludes that the Superintendent's performance is unsatisfactory in any respect, the Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify the Superintendent that another evaluation will be conducted within six (6) months. Such written recommendations and the specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.
- (e) The Board, unless otherwise agreed to in writing with the Superintendent, shall maintain confidentiality concerning the contents of any evaluation.

13. Code of Professional Conduct. The Superintendent shall abide by the Code of Professional Conduct for Education Practitioners for the State of Washington, Chapter 180-87 WAC, and Washington State Board of Education Administrative Rules. In addition, the Superintendent will be responsible to see that all appropriate District administrators sign a document agreeing to abide by the same Code of Conduct.

14. Termination by Resignation. If the Superintendent unilaterally resigns, he shall, if reasonably possible, provide prior written notice to the Board of not less than 120 days. Absent extraordinary circumstances, such resignation will become effective only on June 30 of any year of the term hereof. Upon such resignation and termination of employment, the Superintendent shall not be entitled to receive additional compensation from the District following the date on which the resignation and termination of employment becomes effective.

15. Termination.

- (a) This Agreement may be terminated by mutual agreement, retirement, or resignation.
- (b) During the term of this agreement, the Superintendent will be subject to discharge only for sufficient cause.
- (c) Discharge "for cause," for the purposes of this Contract, shall mean a finding by the Board in good faith that the termination is due to one or more of the following: (a) continued and repeated gross neglect, insubordination, or incompetency; (b) willful misconduct by the Superintendent with respect to his/her duties and obligations under this Contract; and (c) unethical business practices or dishonesty in connection with or related to the District's business. If the Superintendent's actions or omissions to act are, in the Board's reasonable judgment, susceptible of cure, the Superintendent shall be given written notice which sets forth in reasonable detail (1) the facts and circumstances which the Board believes constitute a basis for termination for cause, (2) the expected corrective action, and (3) a reasonable time in the Board's judgment for completion of the corrective action specified. If uncured within the time set forth in such notice, or if in the Board's reasonable judgment such act or omission is not curable or corrective action is too late, the Superintendent shall be given written notice which sets forth in reasonable detail the facts and circumstances which constitute the

basis for termination for cause pursuant to this Section, which finding of termination for cause shall be as set forth in a duly-adopted resolution of the Board.

- (d) In the event that the Board chooses to terminate this Agreement after such conference based on its determination of probable cause, the Superintendent may appeal any final decision by the Board under RCW 28A.405.300. If the Superintendent appeals the decision to terminate this Agreement under RCW 28A.405.320, he/she shall continue to be paid until the hearing officer renders a decision. The hearing officer shall determine whether there is sufficient cause or causes to terminate the contract.

16. Disability. Should the Superintendent be unable to perform substantially all of the duties required by this Contract by reason of illness, accident, or other cause behind his/her control, with or without reasonable accommodation, and should such disability extend beyond available Washington sick leave and vacation days, the Board may consider whether to amend this Contract. If the Board decides to amend the Contract due to the perceived disability of the Superintendent and the Superintendent does not agree to the proposed amendment, a certified physician must examine the Superintendent to determine the degree of the Superintendent's disability. The parties may mutually select the physician to perform the examination. If they cannot so agree, then the local Educational Service District Superintendent shall select the physician. If the physician determines that the Superintendent is unable to perform substantially all of the duties required by this Contract, with or without such reasonable accommodation as may be required by law, and there remains neither Washington sick leave nor unused vacation days, the Board may act to place the Superintendent on long-term disability leave. For purposes of this Contract, "Disability" shall have the meaning set forth in the District's long-term disability policy then in effect. Following placement of the Superintendent on long-term disability leave, the parties' respective duties, rights, and obligations under this Contract shall terminate.

17. Medical Exam. The Superintendent shall have annual comprehensive medical examinations during the term of this Contract, the costs of said examinations to be borne by the District. Within thirty (30) days immediately following such medical examination, the Superintendent shall require the physician conducting the medical examination to give the President of the Board a report certifying the medical competency of the Superintendent. Said report shall be treated by the Board as confidential information.

18. Life Insurance. The District shall provide the Superintendent, at District's expense, with a fully paid term life insurance policy in the face amount of \$250,000.00, with a yearly premium not to exceed \$2,000. The Superintendent shall designate the beneficiary or beneficiaries for such policy. The life insurance policy term shall remain in effect throughout the life of this Contract.


19. Hold Harmless. The District shall defend, hold harmless, and indemnify the Superintendent and/or his/her spouse and marital community 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 out of the Superintendent's performance or failure of performance of duties for, or employment with, the District. The District shall provide the Superintendent with a legal defense, provided that if a conflict exists between the legal position of the Superintendent and that of the District, the Superintendent may, with the approval of the Board, obtain independent counsel, the reasonable fees for which shall be indemnified by the District. The District's obligations under this Section are limited to civil claims and litigation. This provision does not apply to any dispute or legal action between the Superintendent and the District. Entitlement to costs, damages, and/or fees of any nature, including attorney's fees in all such disputes and actions between the Superintendent and the District which may arise, shall be the responsibility of the

District only as required by laws of the State of Washington.

- 20. **Entire Agreement.** This Contract represents the total agreement between the parties regarding the employment of the Superintendent by the District, and it supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party, and there are no verbal agreements which modify the Contract terms.
- 21. **Savings Clause.** If it is found that a specific clause of this Contract is contrary to federal or state law, law, the remainder of the Contract not affected by such a ruling shall continue in full force and effect.
- 22. **Amendment and Waiver.** Unless otherwise agreed to herein, this Contract shall not be altered, amended or modified except by written instrument executed by the District and Superintendent. A waiver of any term, covenant, agreement or condition contained in this Contract shall not be deemed a waiver of any other term, covenant, agreement or condition, and any waiver of any other term, covenant agreement or condition, and any waiver of any default in any such term, covenant, agreement or condition, shall not be deemed a waiver of any later default thereof or of any other term, covenant, agreement or condition.
- 23. **Washington Law Applies.** The laws of the State of Washington shall be deemed as governing for the enforcement of the terms of this Contract. In the case of litigation, the jurisdiction shall be deemed to be governed by the courts of King County, Washington.
- 24. **Delivery of Notices.** All notices permitted or required in this Contract shall be given to the respective parties at the District's offices, 8001 Silva Ave. S.E., P.O. Box 400, Snoqualmie, WA 98065, or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed received when personally delivered or 48 hours after deposit in the U.S. Mail, first class postage. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.


By signing this Contract, Dr. Lance Gibbon and the Board of Directors of the Snoqualmie Valley School District No. 410 agree to its terms.

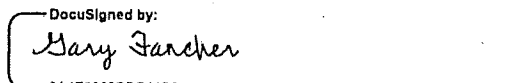
ACCEPTED this 1st day of May, 2021.


 Lance Gibbon, Ed.D.

Acceptance approved at a regular open public meeting of the Board of Directors, held in compliance with the requirements of Open Public Meetings Act on the 6th day of May, 2021.

By the Board of Directors of Snoqualmie Valley School District No. 410

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 President, Board of Directors

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 Member, Board of Directors

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Vice-President, Board of Directors

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Ram Dutt Vedullapalli

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Member, Board of Directors

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Carolyn Simpson

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Member, Board of Directors