

SUPERINTENDENT'S CONTRACT

This agreement, is entered into by and between the Board of Directors hereinafter called the "Board" of Sunnyside School District No. 201, Yakima County, Washington, hereinafter called the "District" and Jon Kevin McKay, herein after called the "Superintendent". The Board, in accordance with its action at its official meeting on the 21st day of April, 2016 has and does hereby employ Jon Kevin McKay as 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 three (3) years, July 1, 2016 through June 30, 2017, July 1, 2017 through June 30, 2018 and July 1, 2018 through June 30, 2019 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.

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

EMPLOYMENT: In consideration of an annual salary of \$ 170,000.00 for the period of July 1, 2016 through June 30, 2017, the Superintendent agrees to faithfully perform 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 there under by the Board, the State Superintendent of Public Instruction, and the State Board of Education. The annual salary shall be paid in twelve (12) monthly installments in accordance with the rules and regulations of the Board. The District shall pay to the Superintendent during the periods July 1, 2017 through June 30, 2018 and July 1, 2018 through June 30, 2019 such salary and benefits as may be mutually agreed upon between the parties, but which shall not be less than the rate of salary and benefits provided for the period July 1, 2016 through June 30, 2017. Beginning July 2017, the annual salary will be adjusted by COLA (if provided by the State). Additionally, the Superintendent may earn up to ten (10) optional work days for work completed outside the regular work day, and on weekends and holidays, to be paid in accordance with the per diem as provided for in the paragraph for "Vacation."

DISCHARGE: The Superintendent agrees to devote his/her time, skill, labor and attention to the duties of the Superintendent of the School District. During the term of this agreement, the Superintendent will be subject to discharge for cause, provided, however, that the Board shall comply with all conditions of this contract and with all applicable provisions provided by Washington State law.

ORGANIZATION OF STAFF: The Superintendent may organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment, best serves the school district. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent subject to approval by the Board.

BOARD-SUPERINTENDENT RELATIONSHIP: The Board shall have the primary responsibility for formulating and adopting policy. The Superintendent shall be the chief administrative officer for the District and shall have primary responsibility for implementation of Board policy. The parties agree, individually and collectively, not to interfere with or usurp the duties or responsibilities of the other

party. The Board, individually and collectively, will refer promptly all criticism, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

OUTSIDE WORK: The Superintendent may with prior approval of the Board undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations which do not conflict with the duties specified in this contract. The Superintendent shall use vacation days for such activities unless the Board agrees otherwise in advance.

PROFESSIONAL DEVELOPMENT: The Superintendent shall continue his/her professional development and may participate in relevant learning experiences, including attending professional meetings at the local, state and (with prior Board approval) national levels. Travel expenses associated with such meetings will be reimbursed in accordance with District policy.

PROFESSIONAL DUES, CIVIC ORGANIZATION DUES: The District shall pay the Superintendent's annual dues for membership in the American Association of School Administrators (AASA), Washington Association of School Administrators (WASA) and another association chosen by the Superintendent. In addition, the District shall pay the Superintendent's annual dues for up to two local (secular) civic organization of his/her choosing.

INSURANCE BENEFITS: The District shall contribute a monthly amount equaling premiums up to full family coverage for insurance plans available within the District and subscribed to by the Superintendent. The Superintendent shall also receive long term disability insurance with the premium not to exceed \$ 1600.00 per year.

MEDICAL EXAM: The Superintendent agrees to receive a comprehensive medical examination during every other year of the term of this contract, with the cost of the examination first coordinated with the District provided medical insurance and any remaining cost paid by the District. A statement by a qualified physician, certifying to the medical fitness of the Superintendent for the duties required of the position, shall be filed with the Board after such physical examination, which statement shall be treated as confidential information by the Board.

SICK LEAVE: The Superintendent shall be granted twelve (12) days of paid sick leave each year for illness, injury and emergencies to be used pursuant to district policy and law. Unused sick leave shall accumulate from year to year to the limit provided by law. Sick leave shall be eligible for buy back as provided by state law and if permitted for other employees of the school district.

VACATION: The Superintendent shall receive thirty (30) days of paid vacation per year. Not less than ten (10) days of vacation shall be taken during each contract year. Vacation days shall be taken at reasonable times and the Board Chair/President shall be notified of the particular time being taken, in writing, in advance of the vacation days to be used. Vacation days may be accumulated from year to year up to a maximum of thirty (30) days. The Superintendent will be paid for accumulated vacation days at the time of involuntary termination of employment from the District at the per diem rate of his/her annual salary for that year. The Superintendent shall be entitled to annually by June 30th buy back up to 20 vacation days per year. The per diem rate for vacation and optional day compensation shall be based upon the current annual salary divided by 260 days less holidays and annual vacation

leave. Upon voluntary termination or retirement, up to 30 paid vacation days may be used as salary for retirement calculations as per State retirement laws and guidelines.

HOLIDAY LEAVE: The Superintendent shall receive the same fringe benefits and paid holidays as other certificated employees. Holiday Salary for 11 days (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veteran's day Thanksgiving Day and the day immediately following, and the day before and Christmas Day.

TRANSPORTATION & TECHNOLOGY: In light of the unique nature of the professional duties of the Superintendent of Schools, the District agrees to provide for the driving responsibilities and costs of the Superintendent. (Pursuant to RCW 42.24.090, it is the determination of the board that reimbursement is less costly than providing an automobile to the Superintendent.) The District will pay the Superintendent \$650.00 per month for operation of his/her personal automobile for work related travel within the school system and community. A monthly payment of \$200 will be given as an administrative technology stipend.

RESIDENCE REQUIREMENT: The Superintendent agrees to reside in the District by no later than July 1, 2017. The District shall reimburse the Superintendent up to a maximum of \$2,500 for moving expenses. The Superintendent will present an itemized statement, with copies of receipts, when seeking reimbursement for moving expenses.

EVALUATION AND EXTENSION OF CONTRACT: The Board shall evaluate the Superintendent's performance by devoting all or a portion of four meetings for each contract year, or such other number of meetings as the Board and the Superintendent mutually agree, for a discussion of the working relationship between the Superintendent and the Board, along with the Board's evaluation of the Superintendent's performance. The Board evaluation of the Superintendent's performance shall reference annual goals and objectives for the Superintendent which shall be discussed and agreed upon by the Board and Superintendent by August 1 of each year for the coming school year. No later than February 1st, of each Contract year, the Board will review the Superintendent's employment status to determine whether to offer the Superintendent an extended Contract or, alternatively, to allow the present contract to continue toward its expiration date. The Board will also by June 1st determine whether an increase shall be made in the annual salary for the Superintendent. Any increase in annual salary made during the life of this contract shall be in the form of an amendment and shall become a part of this contract.

DISABILITY: The Board may terminate this contract at any time after the Superintendent has been absent from his employment for whatever cause for a continuous period of six (6) months, by written notice to him. The Board reserves the right to require the superintendent to submit to a job related medical examination, physical and/or mental, when the Board deems him disabled. The physician(s) shall be selected by the Superintendent from among three Board nominees and paid by the district. If the Superintendent is certified to be disabled such that he cannot perform his essential duties, the Board may terminate this 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.

HOLD HARMLESS: The Board agrees, as a further condition of the Superintendent's employment contract, that it will defend, hold harmless and indemnify the Superintendent, his or 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 have occurred while the Superintendent is acting within the scope of his or her employment and during the good faith performance of his or 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 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 to the degree required by the laws of the State of Washington.

SAVINGS CLAUSE: If any provision of this Contract should be found contrary to law, the remainder of the contract shall continue in effect. 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.

Accepted this 21st day of April, 2016

By:

Superintendent

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ACCEPTANCE APPROVED ON April 21, 2016

By the Board of Directors of Sunnyside School District,

By:

Board Chair

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Board Vice-Chair

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Member

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Member

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Member

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