

Toppenish School District No. 202 Superintendent of Schools Contract

This agreement, is entered into by and between the Board of Directors hereinafter called the "Board" of Toppenish School District No. 202, Yakima County, Washington, hereinafter called the "District" and John M, Cerna, herein after called the "Superintendent". The Board, in accordance with its action at its official meeting on the 1st day of July has and does hereby employ John M, Cerna 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, 2010 through June 30, 2013, 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 219 days; and

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 \$128,300.00 for the period of July 1, 2010 through June 30, 2011, 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, 2011 through June 30, 2012 and July 1, 2012 through June 30, 2013 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, 2010 through June 30, 2011.

OPTIONAL DAYS: The Superintendent shall have the option of fourteen (14) optional days at the contract per diem rate.

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: Subject to Board approval, the Superintendent will have complete freedom to 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.

COMPLAINTS, CRITICISMS: 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, which shall not exceed ten (10) days annually of the thirty (30) days vacation time.

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) and Washington Association of School Administrators (WASA).

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 (180 days). 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. 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 (to a maximum of thirty (30) days) at the time of termination of employment from the District at the per diem rate of his/her annual salary for that year. The per diem rate is calculated by subtracting the annual vacation days and the district recognized holidays from 260 and dividing the resulting figure into the gross annual salary for the Superintendent. The Superintendent shall be entitled to annually by June 30th buy back up to 15 vacation days per year at the per diem rate of his/her annual salary for that year.

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

PERSONAL DAYS: The Superintendent shall receive three (3) personal days per year. Any unused personal days may be cashed out anytime during the year.

BENEFITS: The Superintendent shall receive at least medical, dental, vision and other benefits equivalent to the amount paid by the State to the district for each FTE certificated employee. The Superintendent shall also receive the number of paid holidays consistent with school district practice and state law. In light of the unique nature of the professional duties of the Superintendent of Schools, the District recognizes that it is more economical to provide the superintendent with an automobile allowance rather than purchasing a vehicle, the district will

provide the superintendent with a car allowance of \$600.00 per month to cover all related costs including any travel outside of Toppenish School District, which will be reimbursed at the regular district rate.

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.

RESIDENCE REQUIREMENT: The Superintendent agrees to continue to reside in the District.

EVALUATION AND EXTENSION OF CONTRACT: The Board shall evaluate the Superintendent's performance by devoting all or a portion of at least one meeting no later than January 31st, and all or a portion of at least one meeting no later than June 15 of each contract year to 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.

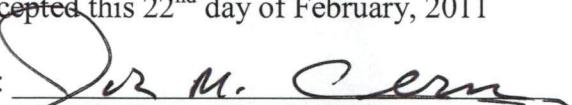
No later than February 1st, of each Contract year, the Board will review the Superintendent's employment status to determine whether to offer the Superintendent an extended Contract or, alternatively, to allow the present contract to continue toward its expiration date. The Board and Superintendent may mutually agree to adjust the salary of the Superintendent during the term of this contract. 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: It is conceivable that the Superintendent might be unable to perform some or all of the duties required by this Contract by reason of illness, accident or other cause beyond his control. If such disability extends beyond available Washington sick leave and vacation days, the Board may consider whether this Contract should be altered. If the Board chooses to consider an alteration of this contract due to the perceived disability of the Superintendent and that alteration is not mutually agreeable between the parties, the degree of disability must be determined by a certified physician. The physician may be a person selected by mutual agreement between the parties or, if mutual agreement cannot be reached, by a certified physician selected by the local Educational Service District Superintendent. If the physician determines that the Superintendent is disabled, the Board may reduce the workload and salary proportionate to the determined degree of disability. If the Superintendent is determined to be completely disabled and there remains no Washington sick leave nor unused vacation, the Board may act to place the Superintendent on long-term disability leave. Following placement of the Superintendent on long-term disability leave, the respective duties, rights and obligations of this Contract shall terminate.

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.

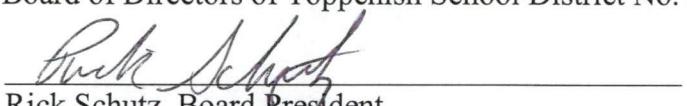
SAVINGS CLAUSE: If any provision of this Contract should be found contrary to law, the remainder of the contract shall continue in effect. This Contract represents the total agreement between the parties regarding the employment of the Superintendent by the Board and there are no verbal agreements which modify its terms.

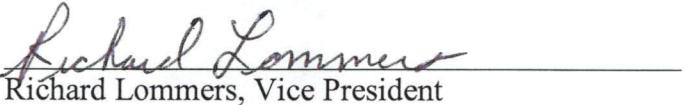
Accepted this 22nd day of February, 2011

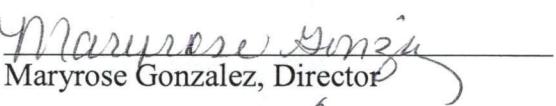
By: 
John M. Cerna, Superintendent

ACCEPTANCE APPROVED ON FEBRUARY 22, 2011

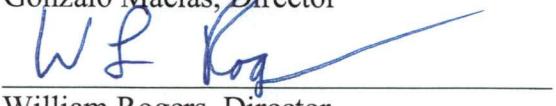
By the Board of Directors of Toppenish School District No. 202

By: 
Rick Schutz, Board President


Richard Lommers, Vice President


Maryrose Gonzalez, Director


Gonzalo Macias, Director


William Rogers, Director