

**LAKE WASHINGTON SCHOOL DISTRICT NO. 414
SUPERINTENDENT OF SCHOOLS
EMPLOYMENT CONTRACT**

THIS SUPERINTENDENT'S CONTRACT (the "Contract") is entered into by and between the Lake Washington School District No. 414, (hereinafter called the "District") acting by and through its Board of Directors located in King County in the State of Washington (hereinafter called the "Board") and Dr. Jon Holmen (hereinafter called the "Superintendent"). The Board, in accordance with its action as found in the minutes of the meeting held on March 23, 2020, hereby employs Dr. Jon Holmen to perform the duties of the Superintendent of Schools for the District as prescribed by the laws of the State of Washington and by the policies, rules, and regulations made thereunder by the Board of Directors of said District.

NOW, THEREFORE, the District and Superintendent, in consideration of the compensation and benefits provided for herein, agree as follows:

1. **TERM.** The District does hereby employ the Superintendent for a three-year period for the first year commencing July 1, 2020 and ending June 30, 2023. Each year of the Contract shall include 260 work days minus paid District holidays and paid vacation days for an actual work year of at least 218 days. No later than June 30 of each 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.

2. **COMPENSATION.** The Superintendent shall receive an annual salary of \$295,800.00 paid in accordance with the District's normal payroll policy. The Superintendent's per diem rate will be 1/218 of the annual salary. The Superintendent will be eligible to participate in the state retirement/pension program. In addition, the District shall contribute the annual gross sum equivalent to seven percent (7%) of the annual salary amount above to a 403(b) plan or state deferred compensation plan (DCP) for services currently rendered, which, however, shall not exceed the maximum allowed by the IRS. The Superintendent agrees to perform faithfully the duties of Superintendent of Schools and to serve as Executive Officer and Secretary of the Board of Directors. The Superintendent shall also receive the same salary cost of living adjustment as other administrators (if allowed by the state) in following years. The Board will, in good faith, review the Superintendent's salary every three years in an effort to maintain a salary competitive with appropriate comparison school districts. A review may be initiated at the request of the Superintendent.

3. **SALARY ADJUSTMENT(S).** The Board hereby retains the right to adjust the annual salary of the Superintendent during the term of this Contract; said salary adjustment shall not reduce the annual salary below the figures stated in this Contract. Any adjustment in salary made during the life of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that any adjustment shall not be considered a new contract with the Superintendent or that the termination date of the existing contract has been extended. The Board only by specific action may extend the termination date of the existing Contract. The Board may also, upon reasonable notice, purchase (buy-out) said Contract.

4. **CONTRACTED TIME.** Contracted time shall be Monday through Friday of each week. Vacation, weekend, federal, state, and local holidays recognized by the District for other certificated administrators should be non-contracted time. The Superintendent may substitute non-contracted time for contracted time as her duties require or permit.

5. **ORGANIZATION OF STAFF.** In accordance with state law and the policies and procedures established by the Board, the Superintendent will have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, which in her judgment, best serves the District. The Board shall vest the responsibility for selection, placement, and transfer of personnel in the Superintendent subject to approval of the Board to the extent required by law.

6. **OUTSIDE WORK.** The Superintendent shall devote her time, attention, and energy to the business of the District; however, he/she may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations, so long as these duties and obligations do not conflict with the duties specified in this Contract. A report of the consulting activities will be made available to the Board upon request. The Superintendent shall use vacation days for such activities unless the Board agrees otherwise in advance.

7. **VACATION.**

A. Vacation days shall be taken at reasonable times and the Board President shall be notified when the Superintendent will be inaccessible during vacation time, or where the vacation time will be in excess of three (3) consecutive days.

B. Thirty (30) days of vacation shall be awarded annually, accumulated on a monthly basis.

C. No more than twenty (20) days may accumulate annually. Unused vacation days may be carried over from year to year to a maximum of one hundred (100) days.

D. In light of the circumstances that materially limit the Superintendent's ability to utilize vacation days, the Superintendent may elect to receive compensation for unused vacation at the then applicable salary rate, 1/218 per day, on the following schedule: up to Thirty (30) days may be compensated during June in each contract year.

E. Unused vacation will be compensated upon termination of employment as Superintendent at the then applicable salary rate, 1/218 per day.

F. Vacation cash-out at retirement that may be deemed excess compensation by the Department of Retirement Systems shall not be allowed.

G. Vacation accounting will be on a first-in, first-out basis.

8. **BENEFITS.** 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. The District agrees to provide for the driving responsibilities and costs of the Superintendent by paying the Superintendent \$900.00 per month for operation of his personal automobile for work-related travel within the school system and community. Pursuant to RCW 42.24.090, it is the determination of the Board that this means reimbursement is less costly than providing an automobile to the Superintendent. The District will reimburse the Superintendent for all business travel, outside the District, at the current mileage rate

recognized by the IRS if the Superintendent is using his own vehicle. It is the Board's expectation that the Superintendent be readily available to staff, board, and community by carrying a cell phone and through e-mail. A \$100.00 monthly telecommunication stipend will be provided to the Superintendent to facilitate District voice and e-mail communication on his private cell phone/PDA. The Superintendent will enter into an agreement with the cellphone provider of his choice while employed as Superintendent with the District. The District shall pay the Superintendent a stipend in the amount of \$300.00 per month for miscellaneous expenses incurred in connection with and during the course and scope of the performance of his duties and obligations. The Superintendent shall receive the same doctoral stipend as paid to other District administrators.

9. 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 state 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. The Superintendent shall also be eligible for other leave days available to Executive level administrators of the District.

10. 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 Superintendent agrees to maintain membership and active participation in local (secular) civic or service organizations of his choosing and do so at District expense.

11. PROFESSIONAL DEVELOPMENT. The Superintendent shall continue her professional development and may participate in relevant learning experiences, including attending professional meetings at the local, state, and national levels. Travel expenses associated with such meetings will be reimbursed in accordance with District policy and department budget.

12. 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. The Board may request a statement from a qualified physician certifying the medical fitness of the Superintendent for the duties required of the position. Such statement shall be treated as confidential information by the Board.

13. RESIDENCE REQUIREMENT. The Superintendent shall reside in the District. It is understood that such residence may consist of a purchased or rented home, condo or apartment, but it should be the Superintendent's primary residence for no fewer than five (5) days a week. During the period by which the Superintendent has begun his duties, but not established permanent residence, any temporary residence will be within the District.

14. CODE OF PROFESSIONAL CONDUCT. The Superintendent shall abide by the Code of Professional Conduct for Education Practitioners for the State of Washington, Chapter 181-87 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.

15. EVALUATION OF PROFESSIONAL PERFORMANCE. The Board will evaluate the professional performance of the Superintendent no later than June 1 of each contract year. The evaluation will also include the working relationship between the Superintendent and the Board. The evaluation criteria shall include the Board's expectations outlined in the Governance Policies of the District and other performance indicators developed by the Board.

The Board, by February 1, will inform the Superintendent of its perception of the Superintendent's performance. Not later than February 1, the Superintendent shall inform the Board regarding his intention for employment in the following year.

16. TERMINATION BY RESIGNATION. If the Superintendent unilaterally resigns, he shall first provide reasonable written notice to the Board. The Board and Superintendent have a shared interest in ensuring continuity of services for students and leadership for the District. The Superintendent shall, at the earliest time possible, notify the board of a pending resignation. 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 be entitled only to the following compensation and benefits: (1) base salary through the effective date of the termination of her employment; (2) an amount for accrued and unused vacation leave, not to exceed one hundred (100) days of actual pay, calculated at the Superintendent's then applicable salary rate of pay, 1/218 per day; (3) an amount for any accrued and unused sick leave will be treated in accordance with applicable state law; and (4) such other benefits as may be required by state law, this Employment Contract or applicable Board policy.

17. DISCHARGE. During the term of this Contract, 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. 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: (1) continued and repeated gross neglect, insubordination, or incompetency; (2) willful misconduct by the Superintendent with respect to his or his duties and obligations under this Contract; (3) unethical business practices or dishonesty in connection with or related to the District's business; and (4) any conduct which constitutes moral turpitude or brings shame, ridicule or embarrassment to the District. 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 subsection, which finding of termination for cause shall be as set forth in a duly-adopted resolution of the Board.

18. 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 beyond his control, with or without reasonable accommodations, and should such disability extend 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, a certified physician must determine the degree of disability. 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 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, the Board may act to place the Superintendent on long-term disability leave. For the 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 respective duties, rights, and obligations of this Contract shall terminate.

19. INDEMNIFICATION AND PROFESSIONAL LIABILITY PROTECTION. 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, his 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 employment and during the good faith performance of his 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 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.

20. DISPUTE RESOLUTION. If any dispute, proceeding or lawsuit relating to the Superintendent's employment under this Contract arises, the parties agree to resolve the dispute through mediation. The parties will jointly appoint a mutually acceptable mediator, seeking assistance from JAMS Seattle or another mutually agreeable mediation service. The cost of any mediation shall be split equally by the parties. In the event the parties are unable to settle the dispute through mediation, both parties agree that any unresolved claims or disputes shall be subject to binding arbitration administered by JAMS Seattle.

21. SUCCESSORS AND ASSIGNS. This contract shall be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns, except that this Employment Contract shall not be assignable by the Superintendent.

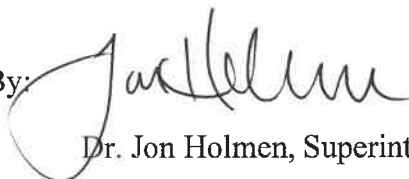
22. SAVINGS CLAUSE. This Contract shall be subject to and interpreted consistent with the laws of the State of Washington. If any provision of this Contract shall be found contrary to law or state regulation, then such provision shall be deemed not valid except to the extent permitted by law, but all other provisions of this Contract shall continue in full force and effect.

23. 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 the 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.

24. ENTIRE AGREEMENT. This Contract forms the entire 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 representations or written information given to the party by any representative of the other party, and there are no verbal agreements that modify the Contract terms.


25. DELIVERY OF NOTICES. All notices permitted or required in this Contract shall be given to the respective parties at the District's offices, 16520 NE 74th Street, Redmond, Washington 98052, or at such other address as the respective parties may provide in writing. Such notice shall be deemed received when personally delivered or 48 hours after deposit in the U.S. mail, first class postage.

Accepted this 20th day of April 2020.

By: 
Dr. Jon Holmen, Superintendent

Acceptance approved at a regular open public meeting of the Board of Directors, held in compliance with the requirements of the Open Public Meetings Act on the 20th day of April 2020.

By the Board of Directors of Lake Washington School District No. 414.



Siri Bliesner, President

Chris Carlson



Mark Stuart



Eric Laliberte



Cassandra Sage

