LAKE WASHINGTON SCHOOL DISTRICT NO. 414 AMENDMENT NO. 1 TO SUPERINTENDENT OF SCHOOLS EMPLOYMENT CONTRACT

THIS AMENDMENT NO. 1 (the "Amendment") is to the Employment Contract dated April 20, 2020 between Lake Washington School District No. 414 ("District") and Dr. Jon Holmen ("Superintendent").

RECITALS

A. The District and Superintendent have engaged in good faith discussions and negotiations whereby the Board has agreed to extend the contract of the Superintendent as well as make some clarifications and changes to the agreement.

IN CONSIDERATION OF the mutual agreements and covenants set forth thereunder and in the Employment Contract and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

WITNESSETH

- 1. <u>Section 1. Term.</u> The parties hereby amend Section 1 and extend the Term of the Superintendent's Contract for a three-year period with the first year commencing July 1, 2021 and ending June 30, 2024. The remainder of Section 1 remains unchanged.
- 2. Section 2. Compensation. Section 2 of the Contract is amended as follows: The Superintendent shall receive an annual salary of \$319,000.00 starting July 1, 2021, paid in accordance with the District's normal payroll policy. The remainder of Section 2 remains unchanged and shall remain in full force and effect.
- 3. Section 4. Contracted Time. Section 4 of the Contract is hereby amended by adding the following language: This time shall be considered compensatory time and recorded in the employee information system under the category of "Flex Time." Any compensatory time not used during the contract year will be rolled over to the following year or will be compensated at the end of each contract year at the then applicable salary rate, 1/218 per day. The Superintendent shall notify payroll by June 1, to cash out compensatory time. Should the Superintendent not notify payroll by June 1, the balance of compensatory time will be automatically rolled over to the next contract year.
- 4. Section 7. Vacation. Section 7(D). is hereby modified and restated as follows: 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 the contract year.
- 5. Section 15. Evaluation of Professional Performance. The last two sentences of Section 15 are hereby deleted and replaced by the following: The Board and Superintendent will meet in Executive Session for purposes of evaluating a public employee prior to November 15 and again prior to February 1. The Board 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 intentions for employment the following year.
- 6. Except as provided in this First Amendment, the Contract remains in full force and effect.

LAKE WASHINGTON SCHOOL DISTRICT NO. 414 AMENDMENT NO. 1 TO SUPERINTENDENT OF SCHOOLS EMPLOYMENT CONTRACT JUNE 28, 2021

THIS AMENDMENT accepted this 28th day of June 2021 by Dr. Jon Holmen, Superintendent.

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 28th day of June 2021.

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

Eric Laliberte, President

Chris Carlson

Mark Stuart

Siri Bliesner

Cassandra Sage