

FERNDALE SCHOOL DISTRICT NO. 502
SUPERINTENDENT'S CONTRACT
2018-2021

It is hereby agreed by and between the Board of Directors (the "Board") of Ferndale School District No. 502, Ferndale, Washington (the "District") and Linda Quinn (the "Superintendent") that the Board, in accordance with its action as found in the minutes of its meeting held on the 31st day of July, 2018, does hereby revise the Superintendent's current contract, effective July 1, 2018 and ending June 30, 2021.

1. In consideration of the annual salary and benefits provided for herein, the Superintendent agrees to perform faithfully the duties of Superintendent of the District as prescribed by the laws of the State of Washington and by the policies, rules, and regulations made thereunder by the Board; to perform the duties of Secretary to the Board; and to perform such other duties as are required of her by the Board.
2. For 2018-2019, the annual salary rate will be \$194,001. Salary and benefits for the second and third years will be established in accordance with paragraph 10 below. The annual salary will be paid in equal monthly installments.
3. The Superintendent agrees to devote her time, skill, labor and attention to her employment as Superintendent during the term of this contract, and to give her best efforts to the performance of her duties under this contract; provided, however, that by prior agreement with the Board, she may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations. The Superintendent will attend all meetings of the Board, except when her performance, reemployment or compensation is being considered, or when she is on an authorized absence from the District.
4. Subject to Board approval, the Superintendent will have the responsibility to organize, reorganize, and arrange the administrative and supervisory staff in the manner that in her judgment best serves the District. The Board expressly reserves to itself all the rights and duties vested in it as a board of directors under the laws of the State of Washington, and it is hereby understood that these rights and duties are not waived or diminished by execution of this contract.
5. The Superintendent may attend appropriate professional meetings at the local, state, and national levels, with actual expenses to be paid by the District to the extent provided by law and District policy.

6. The Board, individually and collectively, will refer promptly to the Superintendent for study and recommendation all significant criticisms, complaints, and suggestions called to its attention.
7. Subject to applicable law, the Superintendent will have a comprehensive medical examination each year by a physician licensed to practice medicine who is mutually agreed upon by the parties. A statement certifying to the medical competency of the Superintendent, and based upon the examination, will be filed by June 15 of each year covered by this contract, and treated as confidential information by the Board. The cost of said medical examinations and reports will be borne by the District.
8. Should the Superintendent be unable to perform any or all of her duties by reason of illness, accident, or other cause beyond her control, and her disability exists for a period of more than her accumulated sick leave and vacation, the District may make a proportionate reduction in salary; and if such disability is extended, irreparable, or of a nature as to make the performance of her duties impossible, the District may at its option terminate this contract under paragraph 12.B below, whereupon the respective duties, rights and obligations hereof will terminate.
9. The Superintendent's job performance will be evaluated by the Board on or before July 1 of each year, with the results to be made known to the Superintendent.
10. In connection with the annual evaluation, the Board and the Superintendent will endeavor to agree upon the salary and benefits for the ensuing years 2019-2020 and 2020-2021. Absent mutual agreement, the Board will determine the salary and benefits for each year, which will not be lower on an annualized basis than in the prior year.
11. In addition to annual salary, the Superintendent will receive the following in consideration for the faithful performance of the duties of the Superintendent of the District:
 - A. Twelve (12) days annual leave with compensation for illness, injury and emergencies, with unused leave to accumulate from year to year to the extent allowed by law and District policy for professional staff, and other leave entitlements pursuant to District policy for professional staff.
 - B. Holidays recognized by the District.

- C. Premiums for family medical, family dental, family vision, and Group Term Life Insurance offered by the District, on the same terms as for other District administrators.
- D. In lieu of other expense reimbursement for automobile travel on District business, \$500 per month to defray the costs incurred in using her automobile for official travel. (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.) Other travel expenses of the Superintendent will be reimbursed in accordance with District policy for certificated administrators.
- E. Payment by the District during each year of additional remuneration of \$15,687, which amount the Superintendent will invest in a tax-sheltered annuity or custodial account intended to meet the requirements of Section 403(b) of the Internal Revenue Code. The annuity or custodial account shall be made available to the Superintendent on the same basis as tax-sheltered annuities and custodial accounts are made available to all District employees generally. It is intended that, to the extent permitted by law, any amounts invested in a tax-sheltered annuity or custodial account on behalf of the Superintendent will be excludable from the gross income of the Superintendent under Sections 402(g), 403(b) and 414(v) of the Internal Revenue Code. Accordingly, any portion of the payments in excess of the applicable limits under such sections for exclusion from gross income shall be paid to the Superintendent as additional compensation, rather than invested in a tax-sheltered annuity or custodial account. For purposes of this paragraph, a "year" is a 12-consecutive-month period beginning on July 1, 2017 or anniversary of such date. In years two and three of this contract, the additional remuneration specified above shall be increased by the same percentage as the annual salary rate provided in Item 2.
- F. Thirty-five (35) days of vacation annually exclusive of legal holidays, to be used upon notification to the Board President. No more than four (4) continuous weeks of vacation may be taken in one calendar year. No more than two times the annual vacation entitlement may be accumulated: as of June 30 each year, vacation days in excess of the maximum accumulation of seventy (70) days shall be lost. If the Superintendent's responsibilities materially limit her annual utilization of vacation, the Superintendent may at the end

of each contract year elect to receive compensation for the balance remaining of unused vacation at the then-applicable per diem salary rate, 1/218th per day for 2012-13 and adjusted accordingly for future years. Up to thirty-five (35) days of unused vacation, or such fewer days as may be necessary to comply with law, or so that the District does not incur any attendant financial penalty or other legal constraint, will be compensable upon termination of employment as Superintendent at the then-applicable salary rate.

- G. District payment of the Superintendent's dues in the Washington Association of School Administrators, American Association of School Administrators, and other appropriate professional administrative organizations as agreed by the parties.
- H. Nine (9) optional days at per diem rate to be used for work/professional development outside the normal work day/year.
- I. The Superintendent may count up to five (5) non-traditional work days (weekends and/or holidays) toward her total contract days.
- J. The Superintendent will receive a \$1,200 annual stipend (\$100 per month) to pay for personal cell phones. The Superintendent is expected to supply the district with the phone number, use the cell phone for business purposes, be accessible, etc.
- K. Any percentage increase in total annual compensation for 2018-2019 that may be established for or negotiated with the district's supervisory or nonsupervisory certificated staff (whichever is greater) shall be added to the Superintendent's annual salary as set forth in paragraph 2 above.

12. This contract may be terminated as follows:

- A. During the term of this contract, the Superintendent will be subject to discharge for sufficient cause as provided by law.
- B. Alternatively, the Board may terminate this contract at any time after the Superintendent has been absent from her employment for whatever cause for a continuous period of four (4) months, by written notice to her. Subject to law, the Board reserves the right to require the Superintendent to submit to a medical examination, physical and/or mental, when the Board determines the Superintendent may be disabled. The physician(s) shall be selected and paid by the Board. If the Superintendent is certified to be

disabled such that she cannot perform her 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, provided that, in the event of termination due to disability, the Board will reassign the Superintendent to inactive administrator status for the period of her accumulated disability leave and/or vacation entitlements. Should a termination be warranted under this paragraph, the Superintendent shall have the option to resign in lieu of termination.

C. Notwithstanding any other provision of law or of this contract, the Board may at its sole discretion and for any reason terminate the employment of the Superintendent during the term of this contract. At such time, the Board will determine whether the termination is for sufficient cause. If for sufficient cause as so determined, the termination will be subject to statutory review procedures. If not for sufficient cause, and not for disability or absence under paragraph 12.B above, the termination will obligate (1) the District to pay the Superintendent the equivalent of one year's salary or for the number of months remaining on this contract, if less, and (2) the Superintendent to release and discharge the District, the Board, and District employees and agents from any claim arising from or relating to the termination except for accrued salary and benefit entitlements expressly provided for in this contract.

13. The Superintendent will reside within the District.

14. The District shall defend and hold harmless the Superintendent and spouse from any claim, action, or legal proceeding arising out of the Superintendent's performance or failure of performance of duties for, or employment with, the District, provided that the Superintendent was acting in good faith and within the scope of her employment and in compliance with the policies and procedures of the District. Where the District so defends, it will indemnify the Superintendent against any resulting judgment or settlement payment. The District's obligations under this paragraph are limited to civil claims and litigation, shall not apply to action by the District or Superintendent relating to the Superintendent's employment status, and are only effective to the extent that they are within the authority of the District under the laws of the State of Washington. In no event shall individual Board members be personally liable for any such defense, hold harmless, and/or indemnification.

15. This contract represents the total agreement between the parties regarding the employment of the Superintendent by the Board. It may be amended, in writing and according to law, at any time by mutual agreement of the Board and Superintendent.

By signing the foregoing contract, the Superintendent and the Board agree to its terms.

Dated this 31st day of July, 2018.

Dr. Linda Quinn, Superintendent

Board of Directors of Ferndale School District No. 502
Ferndale, Washington

By: _____
Dr. Kevin Erickson, President