

# SHELTON SCHOOL DISTRICT NO. 309

## Shelton, Washington

### SUPERINTENDENT'S CONTRACT

It is hereby agreed by and between the Board of Directors (the Board) of the Shelton School District No. 309 (the District), Mason County, Washington, and Robert (Wyeth) Jessee (the Superintendent) that the Board in accordance with its action as reflected in the minutes of the meetings held on August 22, 2023, hereby extends the employment of Mr. Jessee as Superintendent of Schools for an additional three-year term, under the terms and conditions set forth below.

#### Terms and Conditions

1. **TERM:** The term of this contract shall commence on July 1, 2023, and end on June 30, 2026, unless the term has been extended by agreement by the Superintendent and the Board. The contract shall include 260 workdays minus twelve (12) paid holidays and twenty-nine (29) paid vacation days for an actual work year of 219 days. No later than February 1<sup>st</sup> 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.
2. **EMPLOYMENT/SALARY:** In consideration of an annual salary to be paid at the rate of one-twelfth (1/12) of \$ \$240,350 each month beginning July 1, 2023, the Superintendent agrees to perform faithfully the duties of the Superintendent of Schools and to serve as Chief Executive Officer and Secretary to the Board. This salary reflects an inflationary increase for 2023-2024 of 3.7%, plus an additional 0.8%, for a total increase of 4.5%. The Board will, by June 1<sup>st</sup> of each year, determine whether an additional increase shall be made in the annual salary for the Superintendent for subsequent contract year, and shall provide written notice to the Superintendent of this determination.
3. **DISTRICT RESIDENCY:** The Superintendent will reside within Shelton School District boundaries or the boundaries of one of the nonhigh school districts served by the Shelton School District. The Superintendent will maintain residency in this attendance area for the term of this contract, unless other arrangements are mutually agreed between the Superintendent and the Board.
4. **DUTIES OF SUPERINTENDENT / ORGANIZATION OF STAFF:** The Superintendent shall perform the duties of the Superintendent of Schools of the District as prescribed by the laws of the State of Washington and by the rules and regulations made thereunder by the Board. This shall include, subject to Board approval, the Superintendent having responsibility to select, organize, reorganize, and arrange the administrative and supervisory staff in such manner as best serves the District; to administer the District's instructional program and business affairs; and to select, place, and transfer personnel.
5. **BOARD / SUPERINTENDENT COMMUNICATIONS AND RELATIONSHIPS:** No later than August 1 of each year the Board and the Superintendent shall meet to discuss and agree on how they will communicate and work together. In addition, the Board, individually and collectively, will refer promptly any significant criticisms, complaints and suggestions called to its attention to the Superintendent for study and recommendation.

6. GOALS AND FORM FOR EVALUATION OF THE SUPERINTENDENT: No later than June 15 of each year of this contract, the Board and Superintendent will meet to discuss and agree on annual goals for the Superintendent and the form to be used to evaluate the Superintendent. The agreed-upon goals shall be among the criteria by which the Superintendent is evaluated.
7. EVALUATION OF THE SUPERINTENDENT: No later than June 15 of each year of the contract, the Board shall evaluate the Superintendent. Prior to the Board evaluating the Superintendent, the Superintendent shall provide the Board a self-appraisal using the agreed-upon evaluation form and the Board shall consider this self-appraisal in conducting its evaluation.
8. VACATION: The Superintendent shall receive twenty-nine (29) days of vacation annually exclusive of legal holidays. Not less than ten (10) days of vacation shall be taken during each contract. Additionally, the Superintendent is entitled to twelve (12) paid holidays per calendar year. Vacation days shall be deemed used in the order in which they were earned. If the Superintendent has been unable to use all his vacation, up to twelve (12) days may be cashed out effective at the Superintendent's option during each contract year at any time until June. The Superintendent shall be compensated for up to a maximum of thirty (30) days of unused vacation remaining at the termination of this contract; provided, that this provision shall not be interpreted to require payment in an amount, when considered together with any election to receive compensation for unused vacation days on an annual basis, would cause the District to incur liability to the Department of Retirement Systems under chapter 41.50 RCW for "excess compensation." It is understood that for some Plan members, this provision may mean that the total leave cashed out by the Superintendent during any two (2) year period may not exceed thirty (30) total days, inclusive of the twelve days of annual cash-out referenced above. Vacation cash-out will be calculated at the per diem and salary rates applicable at the time of cash out, calculated at 1/219 of the total annual salary provided under Section 1 and Section 8 for each day.
9. SICK LEAVE: The Superintendent shall receive twelve (12) days annual sick leave with compensation for illness, injury, and emergency. Sick leave shall be eligible for buy back as provided by state law and if permitted for other employees of the school district.
10. SPEAKING, WRITING AND CONSULTING: The Superintendent shall devote his time, attention, and energy to the business of the District. With the Board President's permission he may engage in speaking, writing, and consulting, with or without honorarium, provided that such work does not impact the Superintendent's availability or performance of duties for the District. If the Superintendent is receiving an honorarium for consulting as a consultant to another school district, he shall engage in such consulting on his off-duty time.
11. PROFESSIONAL DEVELOPMENT: The Superintendent shall attend appropriate professional meetings at the local, state, and national level, the expenses of said attendance to be incurred by the District. The Superintendent also agrees to maintain membership and active participation in the Washington Association of School Administrators (WASA) and the American Association of School Administrators (AASA) and do so at District expense.
12. INSURANCE, LEAVES: The Superintendent shall be afforded health insurance coverage, and other health benefits commensurate with those provided other certificated administrators employed by the District.

13. CIVIC ORGANIZATIONS: The Superintendent agrees to maintain membership in the local Chamber of Commerce and active participation in one local club and do so at District expense in accordance with Board policy.
14. BUSINESS TRAVEL: The District shall provide the Superintendent with a monthly allocation/stipend of \$500 for operation of his personal automobile for work-related 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.
15. TERMINATION OF CONTRACT: During the term of this agreement, this contract may be terminated by:
- a. Mutual agreement;
  - b. Resignation or retirement, provided the Superintendent gives the Board at least six (6) months' notice of the proposed resignation or retirement;
  - c. The Board at any time for cause if the Board determines, in its sole discretion, that any of the events, conduct, or conditions set forth below has occurred. For purposes of the contract and any statutory proceeding under RCW 28A.405.310, "cause" includes:
    - i. Serious misconduct related to the performance of the Superintendent's duties for the District;
    - ii. Unethical, or illegal conduct;
    - iii. A conviction or plea of guilty in any criminal proceeding;
    - iv. Drug or alcohol abuse; or
    - v. Willful and continued failure to substantially perform her duties under this contract.
  - d. If termination is for cause, the Superintendent shall not be entitled to severance pay, but shall have the right to written notice and a hearing before a duly appointed hearing officer as provided in RCW 28A.405.310. The District shall not arbitrarily and capriciously call for the Superintendent's dismissal.
  - e. The Board at any time without cause, subject to the severance provisions set forth below. If termination is without cause, the District shall pay the Superintendent severance pay equal to twelve (12) months of salary and benefits in twelve (12) monthly installments following the termination date of the contract as well as any accrued and unpaid benefits and expenses.
  - f. This contract shall automatically terminate upon the death of the Superintendent.
  - g. Consistent with state and federal law, the Board may terminate the Superintendent due to disability if the Superintendent has exhausted all accumulated applicable leave and has been absent without pay from his employment due to disability for an additional continuous period of sixty (60) days.

16. The Superintendent shall submit to a medical examination at District expense in the event the Board reasonably believes that the Superintendent is unable to perform any essential job function of his position due to a disability.
17. HOLD HARMLESS: The Board agrees, as 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 community property, from any and all third-party demands, claims, suits, actions, damages, costs, charges and expenses which might arise while the Superintendent is acting within the scope of his employment and during the good faith performance of his contract.
18. CONFORMITY TO LAW: 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 to be 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.
19. COMPLETE AGREEMENT: This contract represents the entire contract between the parties regarding the employment of the Superintendent by the District and there are no oral agreements that modify its terms. The parties confirm that no further amendments are anticipated to this Agreement during its term.

DATED this 22<sup>nd</sup> day of August, 2023

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President, Board of Directors: Keri Davids

Members, Board of Directors: [Signature]

Sandy Jaywell

Karla Knudsen J.

Lauren Gilmer

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Superintendent: Wyeth Jesse