

## **TUKWILA SCHOOL DISTRICT NO. 406**

### **Interim Superintendent Employment Agreement**

THIS EMPLOYMENT AGREEMENT (“Agreement”) is made by and between the Board of Directors (“Board”) of the Tukwila School District No. 406, King County, Washington (“District”), and Interim Superintendent Dr. Concepcion Pedroza (Concie) (“Interim Superintendent”). The District and Interim Superintendent are each a “Party,” and collectively the “Parties,” to this Agreement.

#### **RECITALS**

WHEREAS, the District wishes to appoint Dr. Concie Pedroza as Interim Superintendent for twelve (12) months to provide for a period of stability in the District while work is conducted to locate, select, and hire a permanent District superintendent; and

WHEREAS, at a public meeting on June 27, 2023, the Board approved this Agreement; and

WHEREAS, under this Agreement, the District employs Interim Superintendent and Interim Superintendent accepts employment subject to the provisions of this Agreement.

NOW THEREFORE, the Parties agree as follows:

**1. TERM.** This Agreement, subject to the signature of the Parties below, will be effective as of July 10, 2023, through June 30, 2024, unless extended by the Parties’ written agreement.

**2. AUTHORITY AND DUTIES.**

- 2.1 In addition to such other duties as the Board may prescribe, Interim Superintendent has all duties and responsibilities under law, including RCW 28A.400.030. Interim Superintendent has freedom to organize, reorganize, and arrange the District’s administrative and supervisory staff in the manner, in their judgment, best serves the District, subject to advance consultation with the Board.
- 2.2 Interim Superintendent has, with the assistance of their staff, all authority and responsibility for: (1) the administration of instruction, non-instructional, and business affairs; (2) selection, placement, and transfer of personnel; and (3) regular reports to the Board on the affairs of the District by such methods as the Board will direct.
- 2.3 Interim Superintendent will attend appropriate professional meetings at the local, state, and national level, the expenses of their attendance will be paid by the District

or reimbursed to Interim Superintendent.

- 2.4 Interim Superintendent will maintain membership and active participation in local community organizations at the request of the Board at District expense.
- 2.5 Interim Superintendent will fulfill all aspects of this Agreement, any exception hereto being by mutual written consent of the Board and Interim Superintendent.

### **3. BOARD OF DIRECTORS.**

- 3.1 The Board, and each of its members, will promptly refer to Interim Superintendent all criticisms, complaints, and suggestions brought to the Board's attention, except when criticisms, complaints, or suggestions are directed at Interim Superintendent. Interim Superintendent will take appropriate action in response to the Board's referrals. When criticisms, complaints, or suggestions are directed at Interim Superintendent, the Board will address those criticisms, complaints, or suggestions as it deems to be in the best interests of the District, in consultation with Interim Superintendent.
- 3.2 The Parties will meet as appropriate to establish goals and objectives for the job performance of Interim Superintendent. Such goals and objectives will be among the criteria by which the Board evaluates Interim Superintendent as hereinafter provided.
- 3.3 The Board will devote time to conduct meetings as appropriate to discuss the working relationship between Interim Superintendent and the Board.

### **4. SALARY AND BENEFITS.**

- 4.1 For the term of this Agreement, Interim Superintendent's annual compensation will be \$249,022.00.
- 4.2 Interim Superintendent will receive: twenty-eight (28) days of vacation, exclusive of legal holidays; twelve (12) days of sick leave for illness, injury, and emergency; and two (2) personal days annually. Ten (10) days of unused vacation may be carried over to the following year. In circumstances where Interim Superintendent's responsibilities materially limit the annual use of vacation leave, the Board may approve and Interim Superintendent may elect to receive compensation for unused vacation at their per diem rate at the end of the year which may be included in the Volunteer Employee Benefit Allocation (VEBA) plan approved annually by administrators. Vacation days are used in the order in which they are earned. Unused vacation is compensable upon termination of District employment, to a maximum of thirty (30) days (or such fewer days as may be

necessary so that the District avoids any attendant financial penalty or other legal constraint). The per diem rate is calculated by dividing Interim Superintendent's annual salary by the number of workdays (260). Unused sick leave is compensable in a manner prescribed by law and the District's attendance incentive program. The annual sick leave buyback over one hundred eighty (180) days may be compensated at their per diem rate and may be included in the VEBA plan approved annually by administrators.

- 4.3 Interim Superintendent will receive insurance, leave, and other benefits commensurate with the benefits provided by the District to certificated administrators.

## **5. TERMINATION OF AGREEMENT.**

### **5.1 Termination by District.**

- 5.1.1 For Cause. The District retains the right to terminate Interim Superintendent for sufficient cause at any time, without prior notice. Termination "for sufficient cause" will include, but is not limited to:

- A. A material breach of any of their obligations under this Agreement;
- B. The willful failure to perform reasonable duties assigned by, or to comply with, the directives of the District when directives are reasonably consistent with the duties herein set forth to be performed;
- C. A conviction of either a (i) felony or (ii) misdemeanor offense involving a crime of dishonesty;
- D. A fraud, conversion, or misappropriation of public funds;
- E. An incident materially compromising their reputation or ability to represent the District with the public; or
- F. An act or omission which substantially impairs the District business, good will, or reputation.

If Interim Superintendent is terminated for cause, the agreed separation compensation described in Agreement Section 5.1.2 becomes invalid. If Interim Superintendent is demoted to a lesser ranking position within District or any successor entity, the agreed separation compensation described in Agreement Section 5.1.2 also becomes invalid.

The Board will state its intent to discharge in a written notice to Interim Superintendent. Interim Superintendent will have the right to meet with the Board and be represented by legal counsel at their expense at such meeting, if they so choose, so long as they request the meeting in writing within ten (10) calendar-days of his receipt of the written notice of discharge.

5.1.2 Other. The District may also terminate this Agreement for any reason or no reason by providing Interim Superintendent thirty (30) days' written notice. In this event, it will be the option of the Board to allow Interim Superintendent to continue in as interim superintendent during the thirty (30) day notice period. In no event however, will Interim Superintendent be terminated without cause and receive less than the salary due on the balance of their contract. In the event that the Board decides that Interim Superintendent will immediately cease performing their duties, the severance payment will be paid as monthly installment of salary on the District's regularly scheduled payroll dates, and not paid as a lump sum. In the event the Board decides that Interim Superintendent will immediately cease performing their duties, there will be no further accrual of vacation, leave, or other accruals during the remainder of the contract. The Interim Superintendent will be entitled to health benefits during the remainder of the contract.

5.2. Termination by Interim Superintendent. Interim Superintendent will have the right to terminate this Agreement and resign employment with the District at any time by giving 60 (sixty) days' notice thereof, in writing, to the Board. In such event, Interim Superintendent will continue to render services and the District will pay their regular compensation and benefits up to the date of termination. However, the District may, at its sole discretion, choose to relieve Interim Superintendent of duties and end employment at any time within this sixty (60) day notice period provided that Interim Superintendent is compensated through the end of the sixty (60) day notice period. Failure by Interim Superintendent to give notice under this Section 7.2 will result in forfeiture of any accrued paid leave, or other right to claim wages or compensation for accrued benefits.

5.3 Automatic Termination.

5.3.1 If Interim Superintendent is permanently disabled or is otherwise unable to perform their duties because of sickness, accident, injury, mental incapacity, or other reasons for a period of sixteen (16) successive weeks, including the concurrent use of any accrued PTO or other leave, the District may terminate this Agreement according to the provisions of Section 5.1.2. Prior to exercising its option to terminate this Agreement under this provision, the District will allow Interim Superintendent the opportunity to secure a medical opinion from a physician with a medical specialty appropriate to Interim Superintendent's disability who will advise the District of the likelihood that Interim Superintendent may return to active duty. If the medical opinion advises that Interim Superintendent's return to full time active duty is imminent, then the District will not exercise this termination option and permit Interim Superintendent's return to duty. For this Section 5.3, "imminent" means returning to full time active duty within an additional four (4) weeks. Interim Superintendent's employment will terminate automatically and Interim Superintendent is not entitled to an additional severance payment as described in Agreement Section 5.1.2 (that

is the total of all leave under this Section 5.3 prior to termination, will not exceed twenty (20) successive weeks).

5.3.2 This Agreement terminates upon Interim Superintendent's death.

6. **DEFENSE AND INDEMNIFICATION.** To the fullest extent provided by law, including RCW 28.A.320.100, the District will defend, hold harmless, and indemnify Interim Superintendent from any and all demands, claims, suits, actions, damages, costs, charges, and expenses, including court costs and attorneys' fees; provided, that the incident out of which such demands, claims, suits, actions, damages, costs, charges, and expenses arises is a non-criminal incident and occurred while Interim Superintendent was acting within the scope of their employment or during the good faith performance of this Agreement. The District will provide Interim Superintendent with a legal defense, if a conflict exists between the legal position of Interim Superintendent and the District, and the District may obtain independent counsel for Interim Superintendent. The District will pay the reasonable attorneys' fees and costs associated with defense of Interim Superintendent by independent counsel so long as Interim Superintendent is entitled to a defense as provided above. The District's obligations under this Agreement apply whether or not the District maintains insurance for its obligations hereunder.

## 7. GENERAL

- 7.1. Personal Services. The Interim Superintendent acknowledges that the services they render are unique and personal. Accordingly, Interim Superintendent may not assign any rights or delegate any duties or obligations under this Agreement.
- 7.2. Governing Law -- Venue. This Agreement and its validity, construction, and performance will be governed by the laws of the State of Washington. Venue for any action arising out of this Agreement will be in King County, Washington.
- 7.3. Amendment. No modification of this Agreement will be binding on either Party unless by written amendment signed by the Parties.
- 7.4. Construction. Each Party has fully participated in the drafting of this Agreement. Therefore, the Agreement will be construed according to its fair meaning without regard to which Party drafted all or any part of this Agreement.
- 7.5. Survivability. Each promise or covenant contained herein will survive termination of this Agreement until performance of such promise or covenant. Section 7 of this Agreement will survive termination of the Agreement.
- 7.6. Waiver. The failure of either Party to enforce any term or condition of this Agreement will not act as a waiver of any subsequent right to enforce that term or any other term of the Agreement.



- 7.7. Entire Agreement. The entire Agreement between the Parties is contained in this Agreement. This Agreement supersedes all previous understandings and agreements, written and oral, with respect to the subject matter herein.
- 7.8 Severability. If any section, clause, or phrase of this Agreement is held invalid by a court of competent jurisdiction, such invalidity will not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

THE PARTIES HEREBY agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

INTERIM SUPERINTENDENT:

TUKWILA SCHOOL DISTRICT:

  
Signature

  
Signature

Dr. Concie Pedroza, Interim Superintendent  
Name

Carlee Hoover, Board President  
Name

Date: 6/22/23

Date: 6/27/2023