

NORTH BEACH SCHOOL DISTRICT NO. 64

INTERIM SUPERINTENDENT CONTRACT

This agreement is entered into by and between the Board of Directors of North Beach School District No. 64, Grays Harbor County, Washington, hereafter called the "District" and Mrs. Rhonda Ham hereafter called the "Interim Superintendent." The Board, in accordance with action at an official meeting on the 21st day of March, 2023, has elected and does hereby employ Mrs. Ham as Interim Superintendent of North Beach School District No. 64.

WHEREAS, the District and the Interim Superintendent desire to enter into a contract whereby the Interim Superintendent will perform services as such for the District for a period commencing March 29, 2023 through June 30, 2023, on terms and conditions acceptable to both parties; and

WHEREAS, the District shall compensate the Interim Superintendent for five additional days, March 22, 2023 to March 28, 2023 for shadowing of the former interim Superintendent.

WHEREAS, the contract shall include seventy-three (73) work days minus two (2) paid holidays and seven (7) paid vacation days for an actual work period of at least sixty-four (64) days;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **EMPLOYMENT:** In consideration of a prorated salary of forty-five thousand forty-nine dollars and ninety-eight cents, the Interim Superintendent agrees to faithfully perform the duties of the 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, the State Superintendent of Public Instruction, and the State Board of Education. The salary shall be paid in monthly installments in accordance with the rules and regulations of the Board.
2. **ORGANIZATION OF STAFF:** The responsibility for selection, placement and transfer of personnel shall be vested in the Interim Superintendent subject to approval by the Board.
3. **COMPLAINTS, CRITICISM:** The Board, individually and collectively, agrees to promptly refer all criticism, complaints, and suggestions called to its attention to the Interim Superintendent for study and recommendation. The Interim Superintendent shall timely inform the Board of criticism, complaints and suggestions which arise so the Board members can be prepared to deal with such questions within the District. Prompt communication of

problems and mutual respect between Board members and the Interim Superintendent is expected.

4. **OUTSIDE WORK:** The Interim Superintendent agrees to devote her full time, skill, labor and attention to the duties of the Superintendent of the District. The Interim Superintendent may, with prior approval of the Board, undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations which do not conflict with the duties specified in this contract. The Interim Superintendent shall use vacation days for such activities unless the Board agrees otherwise in advance.
5. **PROFESSIONAL DEVELOPMENT:** The Interim Superintendent shall continue her professional development and may participate in relevant learning experiences, including attending professional meetings at the local level, such as ESD 113, or state level, such as WASA and WSSDA. Travel expenses associated with such meetings will be reimbursed in accordance with District policy.
6. **SICK LEAVE:** The Interim Superintendent shall accrue paid sick leave for illness, injury and emergencies to be used pursuant to district policy and law. Unused sick leave shall accumulate from year to year to the limit provided by law (currently 180 days). Sick leave shall be eligible for buy back as provided by state law and if permitted for other employees of the school district.
7. **VACATION:** The Interim Superintendent shall receive seven (7) days of paid vacation during the term of this Agreement. Vacation days shall be taken at reasonable times and the Board Chair/President shall be notified of the particular time being taken, in writing, in advance of the vacation days to be used. Vacation days, in not less than half day increments, may at her discretion also be used to compensate the Interim Superintendent for work performed outside of customary work days, such as weekends and holidays. Vacation days may be accumulated during the term of this Agreement. The Interim Superintendent will be paid for up to (but no more than) thirty (30) accumulated vacation days at the time of termination of employment, regardless of cause, from the District at the per diem rate of her monthly salary. The per diem rate is 1/222 of the annual salary (\$160,452) for the Interim Superintendent.
8. **BENEFITS:** (a) The Interim Superintendent shall be provided insurance benefits on the same terms as other full-time District employees and consistent with the laws and rules of the state

School Employees Benefits Board; (b) The District agrees to extend insurance coverage through December 31, 2023. The District will pay the employer portion of insurance benefits and will invoice Rhonda Ham for the employee portion of benefits for the months of July through December after her contract term has ended; and (c) The Interim Superintendent will be reimbursed for operation of her personal automobile for business travel with a two hundred fifty dollars (\$250) per month stipend.

9. DISABILITY: It is conceivable that the Interim Superintendent might be unable to perform some or all of the duties required by this Agreement by reason of illness, accident or other cause beyond her control. If such disability extends beyond available paid leave, the Board may consider whether this Agreement should be altered. If the Board chooses to consider an alteration of this Agreement due to the perceived disability of the Superintendent and that alteration is not mutually agreeable between the parties, the degree of disability must be determined by a certified physician. 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 Interim Superintendent is disabled, the Board may reduce the workload and salary proportionate to the determined degree of disability. If the Interim Superintendent is determined to be completely disabled and there remains no paid leave, the respective duties, rights and obligations of this Agreement shall terminate.

10. TERMINATION: This Agreement may be terminated by (a) Mutual agreement; (b) Retirement or resignation; (c) Disability (per paragraph 9, above); (d) Discharge for cause, subject to the following conditions: Notwithstanding any other provision of law or this Agreement, the Board may terminate the employment of the Interim Superintendent during the term of this Agreement for cause. The Board shall comply with all conditions of this Agreement and with all provisions for notice and hearing as provided by Washington State law. If the Interim Superintendent chooses to be accompanied by legal counsel in any discharge hearing or to retain an attorney for any dispute or litigation regarding her employment with the District, said legal expenses will be the sole obligation of the Interim Superintendent. And (e) Discharge not for cause. If not for sufficient cause, the termination shall obligate:

- i. The Interim Superintendent to release and discharge the District, the Board, and the District's employees from any claim arising from or relating to the termination; and
- ii. The District to pay the Interim Superintendent severance in an amount equal to the lesser of the following: (a) the amount of base salary for the remainder of the then existing contract term; or (b) six (6) months' salary.

11. HOLD HARMLESS: The Board agrees, as a further condition of Agreement, that it will defend, hold harmless and indemnify the Interim Superintendent, and her 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 Interim Superintendent is acting within the scope of her employment and during the good faith performance of her contract. The District shall provide the Interim Superintendent with a legal defense provided that if a conflict exists between the legal position of the Interim Superintendent and the District, the Interim 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 Interim 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 Interim Superintendent and the District. Entitlement to costs, damages, and/or fees of any nature, including attorney's fees in all such disputes and actions between the Interim 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.

12. SAVINGS CLAUSE: If any provision of this Agreement should be found contrary to law, the remainder of the Agreement shall continue in effect.

13. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the Parties hereto. This Agreement supersedes all previous understandings and agreements, written and oral, with respect to the District's employment of the Interim Superintendent. The rights and obligations of the Interim Superintendent under this Agreement are non-assignable and personal by nature. This Agreement shall not be effective or binding on any party until fully executed by the Interim Superintendent and the Board.

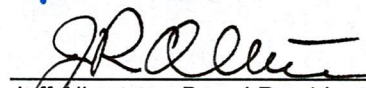
ACCEPTED THIS 18th day of April, 2023 by:



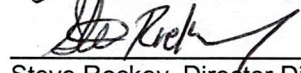
Mrs. Rhonda Ham

APPROVED by the North Beach School District on the 21st day of March, 2023 and executed on this

18th day of April, 2023:

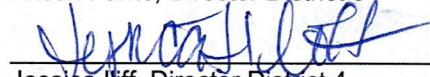


Jeff Albertson, Board President, Director District 1

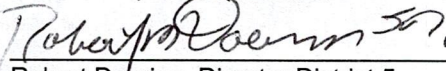


Steve Rockey, Director District 2

Kristin Farris, Director District 3



Jessica Iliff, Director District 4



Robert Doering, Director District 5