

NORTH BEACH SCHOOL DISTRICT NO. 64

SUPERINTENDENT CONTRACT

July 1, 2023 – June 30, 2026

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 Dr. James Shank, hereafter called the "Superintendent." The Board, in accordance with action at an official meeting on the 18th day of April, 2023, has elected and does hereby employ Dr. James Shank as Superintendent of North Beach School District No. 64.

WHEREAS, the District and the Superintendent desire to enter into a contract whereby the Superintendent will perform services as such for the District for a period of three (3) years commencing July 1, 2023 through June 30, 2026, on terms and conditions acceptable to both parties; and

WHEREAS, each year of the contract shall include 260 work days' minus thirteen paid holidays and 25 paid vacation days for an actual work year of at least 222 days;

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

1. EMPLOYMENT: In consideration of an annual salary of One Hundred Eighty-Five Thousand (\$185,000.00) for the period of July 1, 2023, through June 30, 2026 the 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 annual salary shall be paid in twelve (12) monthly installments in accordance with the rules and regulations of the Board. The Superintendent shall furnish a valid and appropriate Superintendent credential not later than September 1, 2023, and shall thereafter maintain this credential as current throughout the life of this Contract .

For the 2023-2024, 2024-2025, and 2025-2026 contract years, the Superintendent shall receive such salary and benefits as may be mutually agreed upon between the parties pursuant to paragraph 10 of this Contract, provided such compensation shall not be less than the rate of salary and benefits provided for the 2023-2024 contract year.

2. ORGANIZATION OF STAFF: Except as otherwise provided by law, and subject to Board approval, the Superintendent will have complete freedom to organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, which in his judgment, best serves the District. The responsibility for selection, placement and transfer of personnel shall be vested in the 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 Superintendent for

study and recommendation. The 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 Superintendent is expected.

4. **OUTSIDE WORK:** The Superintendent agrees to devote his full time, skill, labor and attention to the duties of the Superintendent of the District. The 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 Superintendent shall use vacation days for such activities unless the Board agrees otherwise in advance.

5. **PROFESSIONAL DEVELOPMENT:** The Superintendent shall continue his professional development and may participate in relevant learning experiences, including attending professional meetings at the local level, such as ESD 113, state level, such as WASA and WSSDA, and national levels, including AASA and the National Superintendents Roundtable. Travel expenses associated with such meetings will be reimbursed in accordance with District policy.

6. **PROFESSIONAL DUES, CIVIC ORGANIZATION DUES:** The District shall pay the Superintendent's annual dues for membership in the American Association of School Administrators (AASA), Washington Association of School Administrators (WASA) and another association chosen by the Superintendent. In addition, the District shall pay the Superintendent's annual dues to local (secular) civic organizations of his choosing.

7. **SICK LEAVE:** The Superintendent shall accrue 12 days annually of 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.

8. **VACATION:** The Superintendent shall receive twenty-five (25) days of paid vacation per year. 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 the half day increments, may at his discretion also be used to compensate the Superintendent for work performed outside of customary work days, such as weekends and holidays. Vacation days may be accumulated from year to year up to a maximum of sixty (60) days. The 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 his annual salary for that year. The per diem rate of 1/222 is calculated by subtracting the annual vacation days and the District recognized holidays from 260 and dividing the resulting figure into the gross annual salary for the Superintendent. The Superintendent shall be entitled to buy back up to 30

accrued vacation days per year (prior to June 30th) at the per diem rate of his annual salary for that year.

Upon retirement, up to 30 paid vacation days shall be cashed out and, if the Superintendent is otherwise eligible, used as salary for retirement calculations as per State retirement laws and guidelines. The Superintendent's rights to compensation for vacation at the time of retirement shall be interpreted and limited to avoid excess compensation billings to the district from a retirement system. This latter limitation applies to those covered by Plan 1 of the Teachers Retirement System.

9. BENEFITS: The 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. The Superintendent shall also receive the number of paid holidays consistent with school district practice and state law.

The Superintendent will be reimbursed for operation of his personal automobile for business travel at the current mileage rate recognized by the IRS. The Superintendent will keep appropriate documentation for such use.

The District will issue to the Superintendent a district-provided cell phone to perform professional duties related to this Contract, and the District shall pay the cost of the mobile phone .

The Superintendent will be allowed a one-time reimbursement up to \$5,000 for moving expenses.

10. EVALUATION AND EXTENSION OF CONTRACT: The Board shall evaluate the Superintendent's performance by devoting all or a portion of at least one meeting no later than January 31st, and all or a portion of at least one meeting no later than May 31st of each contract year to a discussion of the working relationship between the Superintendent and the Board, along with the Board's evaluation of the Superintendent's performance.

The Board evaluation of the Superintendent's performance shall reference annual goals and objectives for the Superintendent which shall be discussed and agreed upon by the Board and Superintendent by August 1 of each year for the coming school year.

No later than February 1st 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. The Board will also by June 1st of each Contract year determine whether an increase shall be made in the annual salary for the Superintendent. Any increase in annual salary made during the life of this Contract shall be in the form of an amendment and shall become a part of this Contract.

11. DISABILITY: It is conceivable that the Superintendent might be unable to perform some or all of the duties required by this Contract by reason of illness, accident or other cause beyond his control. If such disability extends beyond available Washington sick leave and previously accrued

vacation days, the Board may consider whether this Contract should be altered. If the Board chooses to consider an alteration of this contract 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 Superintendent is disabled, the Board may reduce the workload and salary proportionate to the determined degree of disability. If the Superintendent is determined to be completely disabled and there remains no Washington sick leave or unused vacation, the respective duties, rights and obligations of this Contract shall terminate.

12. TERMINATION: This Contract may be terminated by (a) Mutual Agreement; (b) Retirement or resignation; (c) Disability (per paragraph 11, above) ; (d) Discharge for cause, subject to the following conditions: Notwithstanding any other provision of law or this Contract, the Board may terminate the employment of the Superintendent during the term of this Contract for cause. The Board shall comply with all conditions of this Contract and with all provisions for notice and hearing as provided by Washington State law. If the Superintendent chooses to be accompanied by legal counsel in any discharge hearing or to retain an attorney for any dispute or litigation regarding his employment with the District, said legal expenses will be the sole obligation of the Superintendent.

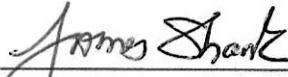
13. HOLD HARMLESS: The Board agrees, as a further condition of the Superintendent employment contract, that it will defend, hold harmless and indemnify the Superintendent, his or her spouse and marital community from any and all third party demands, claims, suits, actions, damages, costs, charges and 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 Superintendent is acting within the scope of his employment and during the good faith performance of his contract. The District shall provide the Superintendent with a legal defense provided that if a conflict exists between the legal position of the Superintendent and the District, the 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 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 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 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.

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

15. ENTIRE AGREEMENT: This Contract contains the entire agreement of the Parties hereto. This Contract supersedes all previous understandings and agreements, written and oral, with

respect to the District's employment of the Superintendent. The rights and obligations of the Superintendent under this Contract are non-assignable and personal by nature. This Contract shall not be effective or binding on any party until fully executed by the Superintendent and the Board.

ACCEPTED THIS 11th day of April, 2023

By: 
JAMES SHANK
Superintendent

APPROVED ON 18th day of April, 2023

By: The Board of Directors of North Beach School District No. 64

/s/JEFFREY ALBERTSON/

Jeff Albertson, President, Director District 1



Steve Rockey, Vice President, Director District 2



Kristin Farris, Director District 3

Jessica Iliff

Jessica Iliff, Director District 4

Robert Doering

Robert Doering, Director District 5