

Human Resources
Maurene Stanton
Executive Director of Human Resources

Date: June 1, 2021

To: Board of Directors

From: Maurene Stanton

RE: Approval of Superintendent Contract

On May 14, 2021, the board unanimously voted to select Dr. Deborah Rumbaugh as Superintendent of Stanwood-Camano Schools pending successful contract negotiations and a comprehensive third party background check. A successful background check was completed. Please find a contract outlining compensation, responsibilities, benefits, evaluation structure, and related details between the SCSD and Dr. Deborah Rumbaugh effective July 1, 2021 through June 30, 2024.

Recommendation: The board *approve the attached contract for Dr. Deborah Rumbaugh.*

Stanwood-Camano School District No. 401
Snohomish County, Washington
Superintendent's Contract

THIS AGREEMENT, entered into by and between the Board of Directors of Stanwood-Camano School District No. 401, Snohomish County, Washington, hereinafter called the "District" and Deborah Rumbaugh, Ed.D., hereinafter called the "Superintendent."

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, July 1, 2021, through June 30, 2024, on terms and conditions acceptable to both parties; and

WHEREAS, each year of this contract shall include 260 work days inclusive of paid holidays and paid vacation days; and

WHEREAS, this contract has been approved by the Board of Directors in accordance with its action as found in the minutes of the Board of Directors' meeting of the District held on the 1st day of June, 2021.

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

1. EMPLOYMENT, AUTHORITIES, AND DUTIES. In consideration of an annual salary of \$250,000.00 for the period of July 1, 2021 through June 30, 2024, the Superintendent agrees to faithfully perform the duties of the Superintendent of Stanwood-Camano School District as prescribed by the laws of the state of Washington and by the policies, rules, and regulations made thereunder by the Board of Directors, 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 of Directors. The Board shall review and may adjust the Superintendent's annual salary for the second and third years of this contract (2022-2023 and 2023-2024), taking into consideration any inflationary increases authorized and funded by the Washington State Legislature.

If a levy failure occurs, this Agreement will be reopened to discuss the Superintendent's total compensation package.

- A The Superintendent shall continue her professional development and may participate in relevant learning experiences, including attending professional meetings at the local, state and (with prior Board approval) national levels. Travel expenses associated with such meetings will be reimbursed in accordance with District policy. Those reimbursements would not include local travel incurred on a routine basis.
- B. The Superintendent has the responsibility to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business services, subject to Washington State law and Stanwood-Camano School District policies and procedures. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent with approval of the Board of Directors; and the Board of Directors, individually and collectively, will refer promptly all criticism, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.

- C. The Superintendent may, with prior approval of the Board of Directors, undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations up to a maximum of five (5) work days per contract year, so long as such activities do not interfere with the Superintendent's duties specified in this contract. The Superintendent shall use vacation days for such activities unless the Board of Directors agrees otherwise in advance.
 - D. The Superintendent shall attend all meetings of the Board of Directors except when her reemployment or compensation is being considered or when her absence is authorized and/or excused by the Board of Directors.
2. OTHER COMPENSATION AND BENEFITS. In addition to annual salary, the Superintendent shall receive the following forms of compensation in consideration for the faithful performance of the duties of Superintendent:
- A. Twelve (12) days of sick leave with compensation for illness, injury, and emergencies. Such unused sick leave shall accumulate from year to year. Sick leave shall be eligible for buy back as provided by state law and District policy. Sick leave and any leave cash-outs or per diem payments shall be compensable at the then applicable salary rate, 1/218th per day.
 - B. The District shall pay the Superintendent's annual dues for membership in the American Association of School Administrators (AASA), the Washington Association of School Administrators (WASA), and another professional organization chosen by the Superintendent and approved by the Board.
 - C. The Superintendent shall have thirty (30) days of paid vacation. Vacation days shall be taken at reasonable times and the Board of Directors shall be notified of the particular time being taken, in writing, in advance of the vacation days being taken. Vacation days may be accumulated from year to year up to a maximum of thirty (30) carryover days.
- Upon retirement or termination of employment from the District, up to thirty (30) unused vacation days shall be compensable at the then applicable salary rate, 1/218th per day. Any remaining vacation days will be lost with no additional compensation cost to the District. In all events, the Superintendent's rights to compensation for vacation shall be interpreted to avoid any risks to the District of any financial penalty, such as excess compensation billings from any retirement system. Vacation accounting will be on a first-in, first-out basis.
- D. The Superintendent shall receive the same fringe benefits as provided other certificated employees of the District. The Superintendent will be eligible to participate in and the District will make required contributions towards School Employees Benefit Board (SEBB) benefits in accordance with applicable state law.
 - E. The Superintendent shall have a comprehensive medical examination during every other year of the term of the contract, with the cost of the examination first coordinated with medical insurance and any remaining cost paid by the District. A statement, by a qualified physician, certifying to the physical fitness of the Superintendent for the duties required of the position shall be filed with the Board of Directors after such physical examination, which statement shall be treated as confidential information by the Board of Directors.
3. RESIDENCY. The Superintendent is encouraged to reside in the District. It is expected that the Superintendent will participate in civic and business affairs of the community. Membership in a service club and attendance at various community events shall be integral to the Superintendent's

duties, and the District shall pay reasonable dues and other costs associated with participation in one local (secular) civic organization of her choosing.

4. **EVALUATION AND EXTENSION OF CONTRACT.** The Board of Directors shall evaluate the Superintendent's performance by devoting all or a portion of at least one meeting, no later than January 31, and all or a portion of at least one meeting, no later than June 15, of each contract year to a discussion of the working relationship between the Superintendent and the Board of Directors, along with the Board's evaluation of the Superintendent's performance.
 - A. Such evaluation shall be based on a design which includes annual performance goals and objectives. The Board of Directors shall provide a written evaluation of the Superintendent's performance to her on or before June 15 of each contract year.
 - B. No later than June 30 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 this contract to continue towards its expiration date.
5. **DISABILITY.** It is conceivable 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 her control. If such disability extends beyond available Washington sick leave and vacation days, the Board of Directors may consider whether this contract should be altered. If the Board of Directors 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 of Directors 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 nor unused vacation, the Board of Directors may act to place the Superintendent on long-term disability leave. Following placement of the Superintendent on long-term disability leave, the respective duties, rights, and obligations of this contract shall terminate.
6. **DISCHARGE.** The Superintendent shall be subject to discharge for sufficient cause during the term of this contract and shall be provided, if requested, a hearing in accordance with applicable law. If the Superintendent chooses to be represented by legal counsel in any discharge hearing, said legal expenses would be borne by the Superintendent. If termination is for cause, the Superintendent shall not be entitled to severance pay. Failure to fulfill the obligations agreed to in this contract may also violate the Code of Ethics for Municipal Officers or the Code of Professional Conduct and may be reported by Board of Directors to the Superintendent of Public Instruction.

The Superintendent shall also be subject to discharge without cause during the term of this contract. The District may terminate the Superintendent's contract upon an affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board by giving the Superintendent notice of unilateral termination. In the event of a termination not for cause or disability, including a termination determined by a hearing officer or court not to be for sufficient cause, the District shall pay the Superintendent severance pay. The severance pay shall be limited to twelve (12) months' salary and benefits, less applicable payroll deductions, payable in equal monthly installments.

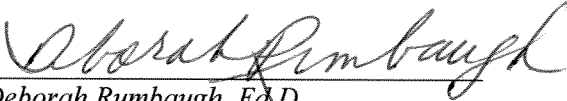
7. **HOLD HARMLESS.** The Board of Directors agrees it will defend, hold harmless and indemnify the Superintendent, her spouse and marital community from any and all third party demands, claims, suits, actions, damages, cost, charges, and expenses, including court costs and attorney's fees;

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 her employment and during the good faith performance of this 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 of Directors, 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.

8. SAVINGS. If any provision of the contract is or should be contrary to law, then such provision and only such provision shall be deemed null and void except to the extent permitted by law and the parties shall remain bound by the remaining provisions of the contract.
9. ENTIRE AGREEMENT. This contract represents the total agreement between the parties regarding the employing of the Superintendent by the Board of Directors, and there are no verbal agreements that modify its terms.

By signing the foregone contract, the Superintendent and the Board of Directors of the Stanwood-Camano School District No. 401, Snohomish County agrees to its terms.

Dated this 1st day of June, 2021.


Deborah Rumbaugh, Ed.D.
Superintendent

Natalie Hagglund, President
Board of Directors