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TUKWILA SCHOOL DISTRICT NO. 406
Employment Agreement - Superintendent

1. AGREEMENT. This Employment Agreement ("Agreement") is between the Board of Directors ("Board") of the Tukwila School District No. 406, King County, Washington ("District"), and Dr. Concepcion "Concie" Pedroza ("Superintendent"). The District and Superintendent are each a "Party," and collectively the "Parties," to this Agreement. The Parties agree as follows.

2. RECITALS.

2.1 The District wishes to appoint Dr. Concepcion "Concie" Pedroza as Superintendent for three years to provide for a period of stability in the District under this Agreement.

2.2 The Board at a public meeting on July 28, 2026 approved this Agreement.

2.3 Under this Agreement, the District employs the Superintendent, and the Superintendent accepts employment consistent with this Agreement.

3. TERM. This Agreement, first effective July 1, 2026, extends through June 30, 2029, unless extended by the Parties' written agreement.

4. SUPERINTENDENT.

4.1 In addition to such other duties as the Board may prescribe, the Superintendent has all duties and responsibilities under law, including RCW 28A.400.030. The Superintendent has complete 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.

4.2 The Superintendent will systematize and operationalize the goals of Policy 0535 on Race and Equity, ensuring the district upholds its anti-racist vision and supports diversity, equity, and inclusion at all levels.

4.3 The Superintendent has, with the assistance of their staff, all authority and responsibility for:

- the administration of instruction, non-instructional, and business affairs;
- selection, placement, and transfer of personnel; and
- regular reports to the Board on the affairs of the District by such methods, as the Board shall direct.

4.4 The Superintendent shall devote their time, attention, and energy to the business of the District; however, upon consultation with the Board President, they may serve as a consultant

to other districts or educational agencies on their off-duty time, provided such outside work shall not conflict with their duties as Superintendent.

4.5 The Superintendent shall attend appropriate professional meetings at the local, state, and national level, the expenses of such attendance paid by the District or reimbursed to the Superintendent as approved by the Board of Directors.

4.6 The Superintendent will maintain membership and active participation in such local community organizations as the Board may specify from time to time, at District expense.

4.7 The Superintendent shall fulfill all aspects of this Agreement, any exception hereto being by mutual consent of the Board and the Superintendent.

5. BOARD.

5.1 The Board, and each of its members, will promptly refer to the Superintendent all criticisms, complaints, and suggestions called to the Board's attention, except when criticisms, complaints, or suggestions are directed at the Superintendent. The Superintendent shall take appropriate action in response to the Board's referrals. When criticisms, complaints, or suggestions are directed at the Superintendent, the Board shall address those criticisms, complaints, or suggestions as it deems to be in the best interests of the District, in consultation with the Superintendent.

5.2 The parties will meet as appropriate to establish goals and objectives for the job performance of the Superintendent. Such goals and objectives shall be among the criteria by which the Board evaluates the Superintendent as hereinafter provided.

5.3 The Board shall devote appropriate meetings to discussions of the working relationship between the Superintendent and the Board. The discussions shall include an annual evaluation of the Superintendent's performance as measured by the evaluative criteria, goals, and objectives established by the Board and Superintendent.

6. SALARY AND BENEFITS.

6.1 Effective July 1, 2026, the Superintendent's annual base salary shall be $271,407, which includes a $3,500 doctoral stipend and reflects the state cost-of-living adjustment. In addition, pursuant to Section 6.3, the Superintendent shall receive a tax-sheltered annuity equal to five percent (5%) of the annual base salary, which for the 2026–27 school year is $13,570.35. The Superintendent's total annual compensation package for the 2026–27 school year shall be $284,977.35.

For each subsequent year of this Agreement, the Superintendent's annual base salary shall be subject to the applicable state cost-of-living adjustment, the $3,500 doctoral stipend shall remain in effect for the duration of this Agreement, and the tax-sheltered annuity shall continue to be calculated at five percent (5%) of the adjusted annual base salary.

6.2 The Superintendent receives 30 days of vacation annually, exclusive of legal holidays. Effective July 1, 2028 following the Superintendent's fifth consecutive (2023-24 through 2027-28) total years of service, the Superintendent shall receive a longevity allocation of one additional vacation day per year. An additional vacation shall be added for each subsequent year of service, not to exceed 35 days. The Superintendent has twelve (12) days of sick leave annually for illness, injury, and emergency, and two (2) personal days. Ten (10) days of unused vacation may be carried over to an ensuing year. When the Superintendent's responsibilities materially limit the annual use of vacation leave, the Board may approve, and the Superintendent may elect to receive (at the end of the year) compensation for ten unused vacation at their per diem rate; and may be included in the Volunteer Employee Benefit Allocation plan (VEBA) approved annually by administrators, if VEBA is in effect for that year. 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 the Superintendent's annual salary by the number of workdays (260), less holidays and vacation days. 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 the Superintendent's per diem rate and may be included in the VEBA plan approved annually by administrators, if in effect for that year.

6.3 The Superintendent shall receive insurance, leave, and other benefits not less than those provided by the District to certificated administrators and a tax shelter annuity at 5% paid in monthly ($13,570.35 total) to be distributed in total salary – (see 6.1).

7. TERMINATION OF AGREEMENT.

7.1 Termination by District.

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

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

If the Superintendent is terminated "for sufficient cause", the agreed separation compensation described in Agreement Section 7.1.2 becomes invalid. If the Superintendent is demoted to a lesser ranking position within the District or any successor entity, the agreed separation compensation described in Agreement Section 7.1.2 also becomes invalid.

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

7.1.2 Other. The District may also terminate this Agreement for any reason or no reason by providing the Superintendent sixty (60) days written notice. In this event, it shall be the option of the Board to allow the Superintendent to continue as Superintendent during the sixty (60) day notice period. In no event, however, shall the Superintendent be terminated without cause, and receive less than twelve (12) months of salary and benefits. In the event that the Board decides that the Superintendent shall cease immediately performing Superintendent duties, these severance payments shall be paid in twelve (12) monthly installments on the District's regularly scheduled payroll dates, and not paid as a lump sum. In the event that the Board decides that Superintendent shall cease immediately performing Superintendent duties, there will be no further accrual of vacation, leave or other accruals during the sixty (60) day notice period. Superintendent shall be entitled to other benefits during the sixty (60) day notice period.

7.2 Termination by Superintendent. The Superintendent shall 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 an event, the Superintendent shall continue to render services and the District shall pay their regular compensation and benefits up to the date of termination. HOWEVER, the District may, at its sole discretion, choose to relieve the Superintendent of duties and end employment at any time within this sixty (60) day notice period, provided that the Superintendent is compensated through the end of the sixty (60) day notice period. Failure by the 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.

7.3 Automatic Termination.

7.3.1 If the Superintendent is permanently disabled or is otherwise unable to perform the Superintendent's 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 7.1.2. Prior to exercising its option to terminate this Agreement under this provision, the District will allow the Superintendent the opportunity to secure a medical opinion from a physician with a medical specialty appropriate to the Superintendent's disability who will advise the District of the likelihood that Superintendent may return to active duty. If the medical opinion advises that the Superintendent's return to full-time active duty is imminent, then the District will not exercise this termination option and permit the Superintendent's return to duty. For this Section 7.3, "imminent" means returning to full-time active duty within an additional four (4) weeks. Superintendent's employment shall terminate automatically, and the Superintendent is not entitled to an additional severance payment as described in Agreement Section 7.1.2 (that is the total of all leave under this Section 7.3 prior to termination shall not exceed twenty (20) successive weeks).

7.3.2 This Agreement terminates upon the Superintendent's death.

8. DEFENSE AND INDEMNIFICATION. To the fullest extent provided by law, including RCW 28.A.320.100, the District shall defend, hold harmless, and indemnify the 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 the Superintendent was within the scope of their employment or during the good faith performance of this Agreement. The District will provide the Superintendent with a legal defense if a conflict exists between the legal position of the Superintendent and the District, and the District may obtain independent counsel for the Superintendent. The District will pay the attorneys' fees and costs associated with the defense of the Superintendent by independent counsel so long as the Superintendent is entitled to a defense as provided above. The District's obligations under this Agreement, Section 8 apply whether or not the District maintains insurance for its obligations hereunder.

9. GENERAL

9.1 Personal Services. The Superintendent acknowledges that the services rendered by them are unique and personal. Accordingly, the Superintendent may not assign any rights or delegate any duties or obligations under this Agreement.

9.2 Governing Law -- Venue. This Agreement and its validity, construction, and performance shall be governed by the laws of the State of Washington. The venue for any action arising out of this Agreement shall lie in King County, Washington.

9.3 Amendment. No modification of this Agreement shall be binding on either Party unless by written amendment, signed by the Parties.

9.4 Construction. Each party has fully participated in the drafting of this Agreement. Therefore, the Agreement shall be construed according to its fair meaning without regard to which party drafted all or any part of this Agreement.

9.5 Survivability. Each promise or covenant contained herein shall survive termination of this Agreement until performance of such promise or covenant. Agreement Section 8 shall survive termination of the Agreement.

9.6 Waiver. The failure of either Party to enforce any term or condition of this Agreement shall not act as a waiver of any subsequent right to enforce that term or any other term of the Agreement.

9.7 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.

9.8 Severability. If any section, clause, or phrase of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of any other section, sentence, clause, or phrase of this Agreement.

EXECUTION. Each party to this Agreement executes and dates this Agreement through its authorized representative below.

SUPERINTENDENT:

Dr. Concepcion "Concie" Pedroza

Date:

TUKWILA SCHOOL DISTRICT

Mitch Forhan, Board President

Date: 07/28/26