LA CENTER SCHOOL DISTRICT NO. 101
CLARK COUNTY, WASHINGTON
SUPERINTENDENT'S CONTRACT

THIS AGREEMENT, entered into by and between the Board of Directors of La Center School District No. 101, Clark County, Washington, hereinafter called the "District" and, Mark Mansell, hereinafter called the "Superintendent."

WITNESSETH:

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, 2009, through June 30, 2012, 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 in accordance with its action as found in the minutes of the Board of Directors' meeting of the District held on the 23rd day of June, 2009.

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 $130,173.00 for the period of July 1, 2009, through June 30, 2010, the Superintendent agrees to faithfully perform the duties of the Superintendent of La Center School 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) equal monthly installments in accordance with the rules and regulations of the Board beginning July 31, 2009.

A. The Superintendent shall continue his 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.

B. The Superintendent, subject to Board approval, has the responsibility to organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business services. The responsibility for selection, placement and transfer of personnel shall be vested in the Superintendent with approval of the Board; and the Board, 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 shall attend all meetings of the Board except when his employment or compensation is being considered or when his absence is authorized and/or excused by the Board.

2. COMPENSATION. 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 annual sick leave with compensation for illness, injury and emergencies. Such unused leave shall accumulate from year to year. Sick leave shall be eligible for buy back as provided by state law.

B. The District shall pay the Superintendent's annual dues for membership in the American Association of School Administrators (AASA) and the Washington Association of School Administrators (WASA).

C. The Superintendent shall have twenty-five (25) days of paid vacation per year. Vacation days shall be taken at reasonable times. Vacation days may be accumulated from year to year up to a maximum of thirty (30) days. The Superintendent shall be entitled annually by June 30th to buy back up to ten (10) vacation days per year at the per diem rate of 1/225th of his annual salary for that year. Upon retirement, thirty (30) paid vacation days may be used as salary for retirement calculations as per State retirement laws and guidelines. 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, and such as excess compensation billings from any retirement system.

D. The Superintendent shall receive the same fringe benefits, cost of living adjustments and paid holidays as other certificated employees.

E. The District shall contribute an amount up to that provided by state funding per month toward the payment of available insurance plans subscribed to by the Superintendent. A life insurance policy of the same type and amount as other administrators receive will be provided.

F. The Superintendent agrees to reside in the District.

3. 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 31, 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.

A. Such evaluation shall be based on a design which includes annual performance goals and objectives. The Board shall provide a written evaluation of the Superintendent's performance to him on or before January 31st 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 a new contract, an extended contract or, alternatively, to allow this contract to continue toward its expiration date.

4. **DISABILITY.** Should the Superintendent be unable to perform any or all of his contract duties by reason of illness, accident or other cause beyond his control and should said disability exist for a period beyond that of his prior and present Washington sick leave and vacation days, the Board may, in its discretion, make a proportionate deduction (per diem) for his salary stipulated, and if said disability should be permanent, irreparable or of such nature as, in the discretion of the Board upon consultation with a physician of its choice, will make the performance of his duties not reasonably possible, the Board may, at its option, place the Superintendent on long-term disability leave, whereupon the respective duties, rights and obligations of this contract shall terminate.

5. **DISCHARGE.** The Superintendent shall be subject to discharge for good and just cause during the term of this contract; provided, however, that the Board does not arbitrarily or capriciously call for his dismissal, and that the Superintendent shall have right to service of written charges, notice of hearing, a fair hearing before the Board, and any other element of due process in accordance with applicable statute. If the Superintendent chooses to be accompanied by legal counsel at the hearing, said legal expense will be incurred by the Superintendent.

   The Superintendent shall fulfill all aspects of this contract, any exception thereto being by mutual consent of the Board and Superintendent. Failure to fulfill the obligations agreed to in this contract by either party will be viewed as a violation of the contract.

6. **HOLD HARMLESS.** The Board agrees to defend, hold harmless and indemnify the Superintendent, his spouse, and marital community from any and all demands, claims, suits, actions and legal proceedings brought against him in his official capacity as agent and employee of the District, provided the incident giving rise to such demand, claim, suit, action or legal proceeding arose while the Superintendent was acting within the scope of his

employment. Provided further that this hold harmless shall not extend to actions or claims against the District and the Superintendent in which they have adverse interests.

If in the good faith opinion of the Superintendent and the Board, conflict exists as regards the defense of such claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage counsel in which event the Board will indemnify the Superintendent for the costs of legal defense as permitted by State Law.

The Board shall not, however, be required to pay any costs of any legal proceedings in the event the Board and the Superintendent have adverse interest in such litigation.

7. **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.

   This contract represents the total agreement between the parties, regarding the employing of the Superintendent by the Board and there are no verbal agreements which modify its terms.

   By signing the foregone contract, the Superintendent and the Board of Directors of the La Center School District No. 101 agree to its terms.

Dated this 23rd of June, 2009.

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Mark Mansell, Ed.D. Superintendent	Melissa Miller Chair, Board of Directors