



NCESD CONTRACT FOR INTERIM SUPERINTENDENT

It is hereby agreed by and between the Board of Directors (the "Board") of the Wenatchee School District No. 246 (the "Wenatchee School District"), located in Chelan County, Washington and North Central Educational Service District, ("NCESD"), that the Board in accordance with its action at its meeting on Tuesday, May 10, 2022 has and does hereby contract with NCESD, to provide interim superintendent services to the School District (the "Agreement").

1. SERVICES: The Wenatchee School District will be assigned a Washington State Superintendent Certified individual by NCESD to provide interim superintendent service commencing on July 1, 2022 and ending on June 30, 2023 (the "Interim Superintendent").
 - a. The Interim Superintendent shall faithfully perform the duties of the Superintendent of Wenatchee School District as prescribed by the law of the State of Washington and by the policies, rules, and regulations made thereunder by the Board "the Services").
 - b. The Interim Superintendent shall take an oath before a proper officer that he/she will support the Constitution of the United States and the state of Washington and faithfully perform the duties of the office. The oath shall be filed with the ESD Superintendent. The Interim Superintendent, as secretary of the board, shall have a bond provided by the Board in such sum as the board of directors determines, but for not less than five thousand dollars, with good and sufficient securities. (RCW 28A.330.060)
 - c. NCESD shall provide 219 days of interim superintendent services as agreed upon by the Interim Superintendent and the Board.
 - d. The Wenatchee School District may initiate up to ten (10) mutually agreed upon transition days prior to July 1, 2022 for the purpose of the Interim Superintendent having transition time with the Board, current Wenatchee School District Superintendent, Leadership Team, and Community, as determined by the Board. Dates will be determined between the Board and the Interim Superintendent.

- e. **Out of Contract Work:** NCESD shall ensure the Interim Superintendent devotes the necessary time, skill, labor, and attention to the Wenatchee School District during the duration of this agreement; provided, however, that the Interim Superintendent, with prior permission from the Board, may participate in leadership events at NCESD, not to exceed ten (10) days. Expected dates include: July 18, 19, 20, 21, and 22; August 25, and December 15, 2022; March 28, and June 16, 2023.

2. **CERTIFICATION:** As a condition of this agreement, the Interim Superintendent shall provide proof of a valid Washington State Superintendent Certificate issued by the Washington State Superintendent of Public Instruction's Office, with said certificate to be valid during the term of this contract.

3. **PRIORITIES OF WORK:** The Interim Superintendent shall have freedom to collaborate with the Wenatchee School District leadership team and Board with the following priorities:
 - Maintain organizational momentum on current programs.
 - Enthusiastically promote existing improvement plans and execute 2022 - 2023 goals
 - Achieve 2-way respect and loyalty with employees in cohesion with leadership team
 - Establish good dynamics with direct reports
 - Show enthusiasm, sensitivity, caring, and compassion in community communication and interaction,
 - Demonstrate understanding of and respond to the diversity of our community
 - Competently manage the non-instructional portfolios of the enterprise, such as finance, human resources, and operations
 - Handle surprises and adverse situations
 - Conscientiously work to provide a successful transition when the Board identifies the permanent superintendent
 - Work collaboratively and satisfactorily with the Board

The administration of instruction and business affairs will be lodged with the Interim Superintendent and administered by the Interim Superintendent through assistance of Wenatchee School District leadership and staff. The responsibility for selection, placement, and transfer of Wenatchee School District personnel shall be vested in the Interim Superintendent, in collaboration with human resources and subject to consultation with the Board.

4. **COMPLAINTS, CRITICISMS:** The Board, individually and collectively, will promptly refer to the Interim Superintendent all criticisms, complaints, and suggestions called to the Board's attention for study, recommendation, and/or action as needed.

5. EVALUATION: 2023 - 2024 annual goals for the Wenatchee School District shall be established jointly by the Board and the Interim Superintendent prior to the 2022-2023 school year. The Board Chair and another Board Member will meet regularly with the Interim Superintendent on a scheduled basis for review of the goals, progress on the strategic plan goals, and for communicating Wenatchee School District needs and happenings. The Board Chair and another Board Member will meet no less than quarterly with the Interim Superintendent and the NCESD Superintendent or designee to communicate about needs and progress. The evaluation will be the responsibility of the NCESD Superintendent or designee in collaboration with the Board.

6. PROFESSIONAL DEVELOPMENT: The Interim Superintendent, shall attend appropriate and Wenatchee School District relevant professional development meetings, trainings, and conferences at the local and state level and the District shall reimburse NCESD for registration and travel costs.

7. PROFESSIONAL AND CIVIC ORGANIZATIONS DUES: The Board expects the Interim Superintendent to remain current in educational theory and practice as well as on top of legislative impacts, and therefore, reimburse NCESD the Interim Superintendent's membership fees in Washington Association of School Administrators (WASA) American Association of School Administrators (AASA) and other professional groups or associations deemed necessary by the Board.

The Board places priority on the Interim Superintendent to show enthusiasm, sensitivity, caring, and compassion in the community communications and interactions, to this end, the District will reimburse NCESD for the Interim Superintendent's membership in local civic and business organizations as deemed appropriate by the Board.

8. FEES AND EXPENSES: As full compensation for Services and the rights granted to the NCESD in this Agreement, the Wenatchee School District shall pay a fixed fee of \$303,891 (the "Fee"), payable in equal monthly installments. NCESD acknowledges that it will receive an IRS Form 1099-NEC from the Wenatchee School District, and that NCESD shall be solely responsible for all federal, state, and local taxes, as set out in Section 11.



The Parties acknowledge that the Fee was determined based on the following metrics:

Interim Superintendent services:	\$205,000
Interim Superintendent benefits & Customary deductions (health insurance, Dental, social security, medicate, retirement, etc.	\$ 65,399
NCESD Indirect fees: NCESD is not state funded like a school district. In order to have services available when needed by member districts, each contract includes a 9% in- direct fee to cover overhead such as utilities, equipment, insurance, taxes, maintenance, etc. This rate would be similar to a districts' costs If such things were broken down by each employee in a school district.	\$ 24,336
Travel Reimbursement	\$ 8,400

TOTAL CONTRACT COST: \$303,891

9. TERM: This contract is for a period commencing on July 1, 2022 and ending on June 30, 2023.

10. TERMINATION: This agreement may be terminated prior to its expiration date by the following means:

a. Unilateral Termination: The Board may terminate the Interim Superintendent's employment without sufficient cause, upon the affirmative vote of the majority of the Board. In the event of such termination, the Board and the NCESD will mutually agree on acceptable explanatory statements, and the Board will pay the remaining fee under the Term.

b. In the event the NCESD assigned Interim Superintendent is unable to fulfill the Interim Superintendent duties due to retirement, death, or disability, NCESD would assign another qualified staff member to fulfill the contract unless mutually agreed upon to terminate the contract.

11. RELATIONSHIP OF THE PARTIES: For this Agreement, NCESD is an independent contractor of the Wenatchee School District, and this Agreement shall not be construed to create any association, partnership, joint venture, employment, or agency between NCESD and the Wenatchee School District for any purpose. NCESD has no authority to bind the Wenatchee School District and NCESD shall not make any agreements or representations on the Wenatchee School District's behalf without the Wenatchee School Districts' prior written consent.

Without limiting the above paragraph, the Interim Superintendent will not be eligible to participate in any vacation, group medical, or life insurance, disability, retirement benefits, or any other fringe benefits of benefit plans offered by the Wenatchee School District to its employees, and the Wenatchee School District will not be responsible for withholding or paying any income, payroll, social security, or other federal, state, or local taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance on behalf of the Interim Superintendent.

NCESD shall be responsible for, and shall indemnify Wenatchee School District against all such taxes or contributions, including penalties and interest. Any persons employed or engaged by you in connection with the performance of the Services shall be NCESD employees or contractors and NCESD shall be fully responsible for them and indemnify Wenatchee School District against any claims made by or on behalf of any such employee or contractor.

12. HOLD HARMLESS: Each party shall defend, indemnify, and hold harmless the other party, its current and former affiliates, its and their respective current and former officers, directors, employees, representatives, and the successors and assigns, from and against any and all liabilities, losses, damages, costs, and expenses (including without limitation, reasonable attorneys' fees and expenses) associated with or incurred as a result of any claim, action, or proceeding brought by a third party arising out of or relating to (i) any breach of such party's representations, warranties, covenants and obligations under this agreement; (ii) such Party's gross negligence or willful misconduct in performing its obligations under this Agreement; or (iii) such Party's failure or alleged failure to comply with all applicable laws; provided each Party shall promptly give the other Party the opportunity to assume sole control of the defense or settlement of such claim, action or proceeding and give the other Party all necessary information and assistance (at the other Party's sole expense) in connection with such defense and settlement. Either Party shall have the right to retain counsel and participate in such defense or settlement. Neither Party shall settle any matter subject to indemnification without the prior written consent of the other Party; provided, however, that such consent shall not be required if the settlement will not impose any restriction or liability on the other Party that is not fully discharged.

13. SAVINGS CLAUSE: If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such ruling shall remain in force.

14. ENTIRE AGREEMENT: This contract represents the total agreement between the parties regarding the employment of NCESD, the Interim Superintendent by the Board and there are no verbal agreements which modify the terms.

15. ASSIGNMENT: NCESD shall not assign any rights or delegate or subcontract any obligations under this agreement without the Board's prior written consent. Any assignment in violation of the foregoing shall be deemed null and void. Subject to the limits on assignment stated above, this Agreement will insure to the benefit of, be binding on, and be enforceable against each of the Parties hereto and their respective successors and assigns.

16. GOVERNING LAW, JURISDICTION, AND VENUE: This Agreement has been executed in the state of Washington In every respect and other applicable laws, rules, and regulations. This Agreement is further subject to the Board's policies, rules, and regulations as now or hereafter adopted. Venue and jurisdiction of any lawsuit involving this Agreement shall exist exclusively in the state courts in Chelan County, Washington.

17. COUNTERPARTS: This Agreement may be signed by two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

18. HEADINGS AND RECITALS: Paragraph headings and numbers have been inserted for convenience reference only. If there shall be any conflict between any such headings or numbers and the text of this Agreement, the text shall control.

19. EXCLUSIVE TERMS: This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof and supersedes all prior contracts, agreements, arrangements, and communications between the parties concerning such subject matter whether oral or written. This Agreement shall not be modified, amended, altered, or supplemented except by agreement in writing duly executed by both of the parties hereto.



20. PUBLIC RECORDS: NCESD and the Wenatchee School District are public agencies as defined by the Public Records Act (Ch. 42.56 RCW). Both Party's records, the contents of which are not otherwise declared by law to be exempt, are public records and are subject to inspection and copying by any person. In the event a request for this Agreement is made under the Public Records Act, both Parties agree that this Agreement may be released in response to the request.

BY SIGNING THE FOREGOING CONTRACT, NCESD AND THE BOARD OF DIRECTORS OF THE WENATCHEE SCHOOL DISTRICT #246, AGREE TO ITS TERMS:

Dated this _____, 2022 at Wenatchee, Washington

NORTH CENTRAL ESD
SUPERINTENDENT

WENATCHEE SCHOOL DISTRICT
BOARD OF DIRECTORS

Dr. Michelle Price

Martin Barron, President

Maria Iniguez, Vice President

Laura Jaecks, Director

Katherine Thomas, Director

Julie Norton, Director