

## **INTERIM SUPERINTENDENT'S EMPLOYMENT CONTRACT**

THIS INTERIM SUPERINTENDENT'S EMPLOYMENT CONTRACT ("Contract") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Board of Directors ("Board") of Wenatchee School District No. 246 ("School District"), and Dr. Kory Kalahar, ("Interim Superintendent"). The Board and the Interim Superintendent are sometimes referred to individually as "party" or collectively as "parties."

WHEREAS, the Board desires to employ the Interim Superintendent in accordance with the terms of this Contract, and

WHEREAS, Interim Superintendent desires to be employed by the Board in accordance with the terms of this Contract, and

WHEREAS, the parties intend that this Employment Contract will supersede and replace any prior agreements related to Interim Superintendent's employment with the School District upon the effective date of this Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained, it is agreed by and between the parties hereto as follows:

1. Employment. The Board hereby agrees to employ Interim Superintendent, and the Interim Superintendent hereby agrees to enter into the employ of the Board as Interim Superintendent of the School District. Such employment shall be subject to the terms and conditions of this Contract and shall be effective July 1, 2023.

2. Duties. In Interim Superintendent's capacity as superintendent of the School District, Interim Superintendent shall be responsible for and perform all acts and duties incident thereto, including, but not limited to, the following:

- a. The performing of all duties and responsibilities of the school superintendent as set forth in the Policy and Procedures of the School District as now or hereafter adopted;
- b. The performing for the Board and the School District of all duties and responsibilities of school superintendents generally imposed by or implied from the laws of the state of Washington, including, but not limited to,

applicable laws, rules or regulations, or customs and practices within the state of Washington;

- c. The serving as the chief administrative officer and the executive officer of the School District and the secretary of the Board;
- d. The performing of such other duties and responsibilities as from time to time may now or hereafter be assigned to Interim Superintendent by the Board; and,
- e. Maintaining all certificates, credentials, and qualifications required by law and those required by the Board to serve as a school superintendent.

3. Term. This Contract shall become effective on July 1, 2023, and continue in force thereafter through June 30, 2025. For each Contract Year, the Interim Superintendent's Contract Year shall consist of two hundred sixty (260) workdays, less thirty-five (35) vacation days and fifteen (15) holidays, for the net amount of workdays of two hundred ten (210) days.

4. Performance Review and Extension. At the second regular Board meeting in February of each Contract year, and for each succeeding Contract Year for any extension, the Board shall review with the Interim Superintendent the Interim Superintendent's performance as school superintendent of the School District; Interim Superintendent's progress toward goals established by the Board; the working relationship among Interim Superintendent, the Board, the staff, the students and the community at large; whether the term of the Contract should be extended beyond the 30<sup>th</sup> day of June, 2025, or whether the Interim Superintendent should become the permanent school superintendent for the School District; changes in Annual Salary and other terms and conditions of employment for any extension period; and any other matters relative to the employment of the Interim Superintendent. Interim Superintendent shall advise the Board of this obligation no later than December 15<sup>th</sup> of each Contract Year, and for each succeeding Contract Year for any extension.

Following the annual evaluation of the Interim Superintendent, but no later than June 15<sup>th</sup> of each Contract Year, and for each succeeding Contract Year for any extension, the Board may vote to extend the unexpired term of this Contract, provided that the term of the Contract shall never exceed three (3) unexpired years. Such action shall be made by motion and roll-call vote in a regular meeting of the Board.

The Board, in its sole discretion, and with or without cause, may decline to extend this Contract. Further, the Interim Superintendent, in the Interim Superintendent's sole discretion, and with or without cause, may decline to extend this Contract. In either event, the Contract shall continue only for the balance of the term.

5. Compensation. The Board shall pay to Interim Superintendent, and Interim Superintendent agrees to accept from the Board in full payment of the Interim Superintendent's services, compensation and other benefits as follows:

- a. Annual Salary. Beginning July 1, 2023, the Board shall pay to Interim Superintendent the annual salary of \$220,233 ("Annual Salary"). The Annual Salary is not inclusive of the other benefits and compensation otherwise provided. The Annual Salary shall be paid in equal monthly installments in accordance with the policy of the Board governing the same for its full-time professional employees or as otherwise agreed. For any employment that is done for a partial Contract Year, the Annual Salary shall be prorated. The Annual Salary of the Interim Superintendent shall be increased effective on July 1, 2024, and each July 1<sup>st</sup> of every Contract Year thereafter, including during any extensions, by no less than the same percentage rate of increase, if any, established through state and/or local funding sources for the School District's Assistant Superintendent or the Principals/Directors for the same period, whichever amount is less.
- b. Benefits. During the term hereof, Interim Superintendent shall receive or participate in the following benefits:
  - (1) Vacation Leave. For each Contract Year, Interim Superintendent shall be entitled to thirty-five (35) days of vacation leave per Contract Year, and upon his request, shall be able to cash out a maximum of twenty-five (25) days of vacation leave per Contract Year at the per diem rate. Up to fifteen (15) days of unused vacation leave may be carried over to the next Contract Year for a maximum of fifty (50) days of vacation leave available in any one Contract Year. Any days of vacation that are not carried over or cashed out are forfeited. Vacation leave shall be taken subject to the approval of the Board and shall be scheduled to have the least interference with the operations of the School District. For any employment that is done for a partial Contract Year, the vacation leave days shall be prorated.
  - (2) Sick Leave. Interim Superintendent shall be entitled to twelve (12) days of sick leave per year. Sick leave may be accumulated and shall otherwise be governed by the provisions generally applicable to teachers as now or hereafter established by Board Policy, other action of the Board, or applicable laws, rules or regulations. The Interim Superintendent's daily pay rate for sick leave buy back shall be the per diem rate. If any sick leave days have been accumulated, but are unused, at the end of the term of this

Contract, the Interim Superintendent may cash out the sick leave days at the per diem rate. For any employment that is done for a partial Contract Year, the sick leave days shall be prorated.

- (3) Health Insurance. Interim Superintendent shall be provided the same state health benefit allocation generally available to Cabinet members of the School District.
- (4) Travel - Reimbursement. In lieu of other expense reimbursement for in-district travel, the Interim Superintendent shall receive during each Contract Year the sum of the sum of Six Hundred Dollars (\$600.00) per month to defray the costs incurred in using his automobile for official travel. (Pursuant to RCW 42.24.090, it is the determination of the Board that this means of reimbursement is less costly than providing an automobile to the Interim Superintendent.) The Interim Superintendent will also be entitled to out-of-district mileage and other related travel expense reimbursement for official business as provided by law and Board Policy for administrators.
- (5) Medical Examination. The Interim Superintendent shall have a yearly comprehensive medical examination by a qualified medical team as determined by the Board President. A statement certifying to the physical competency of the Interim Superintendent shall be filed with the Board. The results of the medical examination shall be kept confidential to the extent allowed by law. The School District shall pay the cost of the medical examination.
- (6) Holidays. Interim Superintendent shall receive the holidays as stated in District Policy 5410.
- (7) Life Insurance. During the term of this Contract, the School District shall provide and pay for the benefit of Interim Superintendent a policy of term life insurance insuring Interim Superintendent's life in the amount of Five Hundred Thousand Dollars (\$500,000.00). The beneficiaries of the policy shall be designated by the Interim Superintendent.
- (8) Professional Growth and Development. Interim Superintendent is encouraged to attend appropriate professional meetings at the local, state and national levels, including, but not limited to, those of Washington Association of School Administrators and the

American Association of School Administrators. As approved from time to time by the Board or in accordance with its general policies, reasonable costs of attendance will be paid by the School District. The reasonable costs of attendance, shall be up to Three Thousand Dollars (\$3,000.00) per Contract Year for any and all costs, fees and expenses associated with the professional growth and development of Interim Superintendent, including without limitation costs for tuition, travel, training, technology hardware and operational software, and books and educational materials related to his studies and/or training.

Interim Superintendent may accumulate and carry over to the following Contract Year part or all of said sum; provided, however, Interim Superintendent may not carry over more than Three Thousand Dollars (\$3,000.00) per Contract Year. For any employment that is done for a partial Contract Year, the costs, fees and expenses associated with the professional growth and development shall be prorated. Any unused professional growth and development funds available at the end of the term of this Contract shall not be cashed out and paid to Interim Superintendent.

- (11) Cell Phone. In lieu of the School District providing the Interim Superintendent with a cell phone and monthly phone plan for use in connection with his official duties, the Interim Superintendent shall receive during each Contract Year additional compensation of Two Hundred Dollars (\$200.00) per month. (It is the determination of the Board that this means of reimbursement is less costly than the Board providing a cell phone to the Interim Superintendent and paying for a monthly phone plan.)
- (12) Annuity. The School District shall pay the Interim Superintendent a benefit that may be used to purchase an annuity, deferred compensation program, or pay, in the sum of One Thousand Dollars (\$1,000.00) per month.
- (13) Personal Leave. Each Contract Year, the Interim Superintendent shall be provided four (4) personal leave days per Contract Year to take care of personal business during a workday. One (1) personal leave day may be carried over to the next Contract Year for a maximum of five (5) personal leave days available in any one Contract Year. The Interim Superintendent, upon his request, shall be able to cash out unused personal leave days at the per diem rate.

For any employment that is done for a partial Contract Year, the amount of personal days shall be prorated.

- (14) Other Benefits. Interim Superintendent shall further be entitled to such other benefits as may from time to time be approved by the Board specifically for Interim Superintendent or required to be provided to Interim Superintendent by law. Except for such benefits or the benefits set forth in this Contract, Interim Superintendent shall be entitled to no further benefits from the Board except as specifically required by law.

6. Loyalty. Interim Superintendent shall devote all of the Interim Superintendent's time, attention, knowledge and skills solely and exclusively to the business and interests of the Board and the School District. Interim Superintendent may, however, undertake consulting work, speaking engagements, writing, lecturing or other activities which do not interfere with the discharge of Interim Superintendent's duties and responsibilities hereunder. The determination of the Board as to whether such other work interferes with the discharge of Interim Superintendent's duties and responsibilities hereunder shall be conclusive.

7. Discharge and Termination. Interim Superintendent may be discharged and this Contract terminated at any time (even during the term of this Contract) upon mutual agreement of the parties or terminated by the Board for cause; provided, however, that the Interim Superintendent shall have the right to notice and hearing pursuant to Washington State law. In addition, Interim Superintendent may be discharged and this Contract may be terminated pursuant to paragraphs 8 (pertaining to disability) and 9 (pertaining to contract buy-out) below. Interim Superintendent shall return all keys, credit cards, tools, vehicles, documents and other materials or property that belong to the School District by the date of termination. "Cause," for the purposes of this paragraph, shall include, but is not limited, to a material breach of this Contract, incompetence, neglect of Interim Superintendent's duties, unsatisfactory work performance, insubordination, falsification of records, violation of the Board's Policies or Procedures, the conviction/guilty plea of any crime which adversely affects the Interim Superintendent's ability to perform under this Contract, the theft, misappropriation or misuse of the School District's property, or any other reasonable and just causes.

8. Disability. If the Interim Superintendent is unable, with reasonable accommodation, to perform any or all of his duties under this Contract due to disability, the Board shall have the right to reduce the Interim Superintendent's Annual Salary in its sole discretion to a level commensurate with the remaining abilities of the Interim Superintendent. If such disability continues for more than twelve (12) consecutive months, or if said disability is permanent, irreparable or of such a nature as to make the performance of his duties impossible, the Board, at its option, may terminate this Contract, whereupon the respective duties, rights and obligations of Interim Superintendent and the Board shall terminate.

9. Contract Buy-Out. The Board shall have the right, with or without cause, and with or without giving any reason therefore, to terminate this Contract and purchase or buy-out Interim Superintendent's rights or interest herein. The purchase price shall be equal to the compensation ( salary and benefits) for balance of the Contract Year (as defined in paragraph 12(g)) in which the effective date of termination occurs, or three months of compensation (salary and benefits) owing to Interim Superintendent, whichever is greater ("Buy-Out Amount").

To terminate this Contract under this paragraph 9, the Board shall notify the Interim Superintendent of its election to terminate the Contract and the effective date of termination, which may be immediately, and shall also notify the Interim Superintendent that the School District is exercising its right to buy-out the Contract. Notice shall be in writing, personally delivered to the Interim Superintendent or mailed by certified mail, return receipt requested, postage prepaid, addressed to Interim Superintendent at Interim Superintendent's last known address as disclosed for income tax purposes to the Board's business office. If mailed, such notice shall be considered effective three (3) business days after mailing, irrespective of when received. The Buy-Out Amount shall be paid to Interim Superintendent in equal monthly installments, less required withholdings of income taxes, retirement, social security contributions, or the like, based upon how many months of compensation are owed to Interim Superintendent on the effective date of termination. The payments shall be made to Interim Superintendent on the District's regular payroll cycle, with the first payment due the first month after the effective termination date. Upon termination and full payment of the Buy-Out Amount, the Interim Superintendent shall have no further rights or claims whatsoever against the Board, the individual members thereof or the School District regarding Interim Superintendent's employment or this Contract, and shall be deemed to have resigned Interim Superintendent's position and any other employment with the School District as of the effective date of termination unless reassignment is required under paragraph 11 of this Contract.

Examples of how the Buy-Out Amount functions are stated on Appendix A, which is attached hereto and incorporated herein by this reference.

10. Referrals to Interim Superintendent. The Board collectively or individually, shall promptly refer to the Interim Superintendent all criticisms, complaints and suggestions called to their attention relative to Interim Superintendent or the School District for Interim Superintendent's study and recommendation.

11. Reassignment. Except as provided for herein, the School District shall offer to reassign Interim Superintendent to an administrative position that is classified as a building principal, an Assistant Director, a Director, or an Executive Director. The School District has the sole discretion of the position to offer Interim Superintendent for the reassignment. If Interim Superintendent accepts the reassignment, and the reassignment begins during a period that the School District is paying the Buy-Out Amount stated in paragraph 9, any compensation (salary and benefits) paid to Interim Superintendent for the reassignment shall be credited against any amounts owing to Interim Superintendent for the Buy-Out Amount. An example of how the

credit for the reassignment against Buy-Out Amount is to be calculated is stated on Appendix A, which is attached hereto and incorporated herein by this reference.

The School District shall not be required to offer reassignment to the Interim Superintendent if this Contract was terminated for cause as provided in paragraph 7, is terminated due to disability as provided for in paragraph 8, or if the School District has offered to extend this Contract prior to June 30, 2025, for at least a one-year extension as provided for in paragraph 4; provided further if Interim Superintendent declines the offer to extend this Contract, the School District is under no obligation to offer reassignment under this paragraph 11.

12. General Terms.

- a. Governing Law. This Contract has been executed in the state of Washington and shall be governed in accordance with the laws of the state of Washington in every respect and other applicable laws, rules and regulations. This Contract is further subject to the Board's policies, rules and regulations as now or hereafter adopted. Venue and jurisdiction of any lawsuit involving this Contract shall exist exclusively in the state courts in Chelan County, Washington. Each party shall be responsible for their own attorneys' fees and costs.
- b. 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 Contract, the text shall control. The recitals are incorporated into this Contract by this reference.
- c. Entire Agreement. This Contract 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 Contract shall not be modified, amended, altered, or supplemented except by agreement in writing duly executed by both of the parties hereto.
- d. Severability. The provisions of this Contract shall be deemed severable, and the invalidity of any portion hereof shall not affect the validity of the remainder thereof.
- e. Counterparts. This Contract may be signed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.



f. Binding Effect. This Contract shall be binding upon and inure to the benefit of the respective parties and their respective heirs, legal representatives, successors and assigns.

g. Definitions.

i. Annual Salary. Please see Section 5(a) of this Contract.

ii. Buy-Out Amount. Please see Section 9 of this Contract.

iii. Cabinet Members. For purposes of this Contract, the term “Cabinet members” refers to the School District staff stated as the cabinet team on the School District Organizational Chart, as it now appears or is hereafter amended.

iv. Cause. Please see Section 7 of this Contract.

v. Contract Year. For purposes of this Contract, the term “Contract Year” refers to the period from July 1 to June 30 of each year.

vi. Per Diem Rate. For each Contract Year, the per diem rate shall be calculated by dividing that Contract Year’s Annual Salary by two hundred ten (210) workdays.

h. Notice. Unless otherwise notified in writing, each party shall send notices and other communications to the other party at the address shown below:

To Board:                      Board of Directors  
  Attention: President of the Board  
  235 Sunset Ave.  
  Wenatchee, WA 98801

with a copy to:                Danielle R. Marchant  
  Davis, Arneil Law Firm, LLP  
  617 Washington St.  
  Wenatchee, WA 98801

To Interim                      Dr. Kory Kalahar  
Superintendent: \_\_\_\_\_  
\_\_\_\_\_

i. Public Records. The District is a public agency as defined by the Public Records Act (Ch. 42.56 RCW). District records, the contents of which

that 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 Contract is made under the Public Records Act, Interim Superintendent agrees that this Contract may be released in response to the request.

- j. Interpretation. This Contract, or any uncertainty or ambiguity herein, shall not be construed against either party, but shall be construed as if both parties to this Contract prepared the Contract. If any provision of this Contract is expressly inconsistent with the provisions of the Board's Policies or Procedures, then the provisions of this Contract shall govern.

[Signatures appear on the next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Contract in Wenatchee, Washington, the day and year first above written.

BOARD OF DIRECTORS OF  
WENATCHEE SCHOOL DISTRICT NO. 246:

By \_\_\_\_\_  
MARIA IÑIGUEZ  
President

By \_\_\_\_\_  
JULIE NORTON  
Vice President

By \_\_\_\_\_  
LAURA JAECKS  
Director

By \_\_\_\_\_  
MARTIN BARRON  
Director

By \_\_\_\_\_  
KATHERINE THOMAS  
Director

INTERIM SUPERINTENDENT:

By \_\_\_\_\_  
DR. KORY KALAHAR

## APPENDIX A

### A-1: Examples for Section 9 of the Agreement.

Example 1: Assume the following:

- a. On September 1, 2023, the Board notifies the Interim Superintendent of its election to terminate the Contract.
- b. The notice to the Interim Superintendent states that the effective date of termination is November 30, 2023.

Under Example 1, the Interim Superintendent would be paid the Buy-Out Amount (i.e. the compensation owed for December 1, 2023 through June 30, 2024) in equal monthly installments beginning on the regular payroll date in December 2023 and ending on the regular payroll date in June 2024.

Example 2: Assume the following:

- a. On May 1, 2024, the Board notifies the Interim Superintendent of its election to terminate the Contract.
- b. The notice to the Interim Superintendent states that the effective date of termination is May 31, 2024.

Under Example 2, the Interim Superintendent would be paid compensation (salary and benefits) through May 31, 2024, and then would receive the Buy-Out Amount (i.e. the compensation for three months) on the regular payroll dates in June 2024, July 2024, and August 2024.

### A-2: Example for Section 11 of the Agreement.

Example: Assume the following:

- a. On September 1, 2023, the Board notifies the Interim Superintendent of its election to terminate the Contract and to exercise the right to buy-out the Contract.
- b. The notice to the Interim Superintendent states that the effective date of termination is November 30, 2023.

- c. Interim Superintendent receives monthly payments of \$20,000 for the Buy-Out amount to be paid on the regular payroll dates beginning December 2023, and going through June 2024.
- d. School District offers Interim Superintendent a reassignment to an Executive Director position that has compensation (salary and benefits) of \$15,000 per month which begins on January 1, 2024.

Under the Example, Interim Superintendent would receive \$20,000 per month as the Contract Buy-Out Amount for December 2023, and then beginning January 2024 he would receive the Executive Director compensation of \$15,000 per month, and then an additional \$5,000 per month until June 2024 for the Contract Buy-Out Amount (i.e. \$20,000 Buy-Out Amount minus the credit of \$15,000 for the Executive Director compensation).