

Centralia School District No. 401  
PO Box 610  
Centralia, WA 98531-0610

**SUPERINTENDENT'S CONTRACT**  
**July 1, 2017 – June 30, 2020**

IT IS HEREBY AGREED, by and between the Board of Directors of the Centralia School District No. 401, of Lewis and Thurston Counties, State of Washington, hereinafter called the Board, and Mr. Mark Davalos, hereinafter called the Superintendent, that the said Board in accordance with its action has and does hereby employ the said Mr. Mark Davalos as Superintendent of Schools for a three year period commencing on July 1, 2017, through June 30, 2020. Both parties agree that said employee shall perform the duties of the Superintendent of Schools in and for the public schools of said district as prescribed by the rules and regulations made thereunder by the State Board of Education and the Board of Directors of said district.

WITNESSETH:

1. That, in consideration of a salary of \$166,118, said Superintendent agrees to perform faithfully the duties of Superintendent of Schools. The annual salary to be paid in equal installments in accordance with the policy of the Board governing payment of other professional staff members in the District.
2. That through the term of this contract, the Superintendent shall be subject to discharge for good and just causes, provided, however, that the Board does not arbitrarily or capriciously call for his dismissal and that the Superintendent shall have the right to service of written charges, notice of hearing, and a fair hearing before the Board. If the Superintendent chooses to be accompanied by legal counsel at the hearing, said legal expenses will be incurred by the Superintendent.
3. That it is agreed that the Superintendent will furnish throughout the life of this contract a valid and appropriate certificate to act as Superintendent of Schools in the State of Washington as directed by the State Board of Education, and that the Superintendent hereby agrees to devote his time, skill, labor, and attention to said employment during the term of this contract.

4. That the Superintendent, subject to concurrence of the Board, will have complete freedom to organize, reorganize, and arrange the administrative and supervisory staff which, in his judgment, best serves the interest of education in the Centralia Public Schools.
5. That the administration of instruction and business affairs be lodged with the Superintendent and administered by him with the assistance of his staff; that the responsibility for selection, placement, and transfer of personnel shall be vested in the Superintendent and his staff, subject to the concurrence of the Board, and that the Board of Directors, individuals or collectively, will refer promptly all criticisms, complaints, and suggestions called to its attention to the Superintendent for study and recommendation.
6. That should the Superintendent be unable to perform any or all of his duties by reason of illness, accident or other cause beyond his control, and if said disability is permanent, irreparable or of such nature as to make the performance of his duties impossible, the School District may, at its option, terminate this Agreement, whereupon the respective duties, rights, and obligations thereof shall terminate.
7. The Board of Directors shall devote a portion of at least three (3) meetings annually to discuss the working relationship between the Superintendent and the Board. The Board shall evaluate and assess, using a mutually agreed upon format and criteria, the performance of the Superintendent by March 1, and a second time, in writing, by the first Board meeting in July of each school year during the term of the contract. The evaluation and assessment shall be reasonably related to the position description of the Superintendent, the goals and objectives of the District for the year in question, and the Superintendent's leadership and administrative abilities.
8. On or before June 30 of each contract year, the Board shall determine whether to grant a salary increase to the Superintendent. The Superintendent's salary will be discussed comparing the mean of the most recent district size 3000-5000 SIRS Superintendent data available. Any cost of living adjustments provided by the Legislature may be passed along to the Superintendent. If the Board does not take such action, the salary rate for the next contract year shall not be less than the previous year.

9. That the Superintendent shall receive thirty (30) days vacation annually exclusive of paid holidays, as of July 1 of each contract year. Vacations shall be generally taken within the twelve months of the year in which it is earned but may accumulate up to thirty (30) days, which may be carried forward from one contract year to another. Unused annual vacation days up to ten (10) may be paid annually at the per diem rate on or before June 30<sup>th</sup> of each year. In the event of termination of this contract for any reason, regardless of cause, the District shall pay the Superintendent accumulated unused days of vacation up to a maximum of thirty (30) days at the per diem rate of 1/221 based on the Superintendent's then current salary. In determining accrued vacation days at the time of termination, vacation days for which payment is made shall be those last earned. Not more than five (5) consecutive working days will be taken for vacation during the time when school is in session. Sick leave shall be granted as provided in RCW 28.400.300(2) (c) and any amendments thereto, and as set forth in the Rules and Regulations of the Board of Directors.

The Superintendent shall receive the following holidays: Labor Day, Veterans Day, Thanksgiving Day plus one day, Christmas Day plus one day, New Year's Day plus one day, Martin Luther King Day, Presidents' Day, two days at Spring Break (if in the school calendar), Memorial Day, and Independence Day. If an approved holiday falls on a weekend, the holiday will be designated and granted on the Friday preceding or the Monday following said holiday.

10. In addition to and as part of the salary set forth above in paragraph 1, the District shall pay the Superintendent \$250 per month, all of which the Superintendent hereby elects to have applied to the purchase of a tax-sheltered annuity intended to meet the requirements of Section 403 (b) of the internal Revenue Code. The annuity shall be made available to the Superintendent on the same basis as tax-sheltered annuities are made available to District employees generally. The Superintendent may also elect at any time to apply more of his compensation under paragraph 1 for this purpose up to applicable limits under the IRC. In the event the entire sum identified above may not be applied to the purchase of a tax sheltered annuity under applicable law, the Superintendent shall receive additional compensation for such year equal to and in place of the annuity purchase amount or portion thereof referred to above.

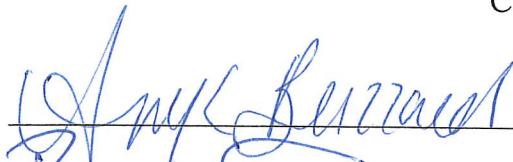
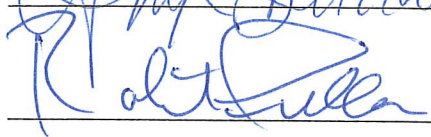
11. The Superintendent shall attend appropriate professional meetings at the local, state, and, with Board approval, national level. All travel expenses shall be paid as per District policy.
12. That the Board of Directors shall provide the Superintendent with an automobile/travel expense/phone stipend in the amount of \$450.00 per month for-the performance of his official duties. Mileage and other documented travel expenses for out-of-district travel shall be reimbursed according to District policy.
13. In the first two years of employment by the district, the Superintendent shall be notified in writing by the Board on or around March 1 of the second year and every year thereafter by that date of the Board's intent to extend the contract beyond its then current termination date. It shall be the responsibility of the Superintendent to place this matter on the Board's agenda in March of each year.
14. The employee shall be provided a benefits package that includes sick leave and insurance plans that are provided other certificated staff. All health benefits shall be the same as other certificated administrators.
15. The Superintendent shall receive the following:
  - A. Medical expenses for the purpose of a yearly physical examination. The doctor's written report to be provided to the President of the Board and will be maintained as a confidential document in the personnel file;
  - B. In-service workshops and courses at the Superintendent's discretion with Board approval;
  - C. Dues for the Washington Association of School Administrators (WASA), the American Association of School Administrators (AASA), & Association of Latino Administrators & Superintendents (ALAS) will be paid from Centralia School District No. 401 funds.
  - D. Per diem rate of pay shall be calculated on 1/221 of the annual contract amount.
16. That the Superintendent shall fulfill all aspects of this contract, any exception thereto by mutual consent of the Board and the Superintendent. Failure to fulfill the obligation agreed to in this contract will be viewed as a violation of the Administrator's Code of Ethics and will be reported by the Board to the

appropriate educational authorities. The Superintendent shall be required to establish and maintain residence within the district.

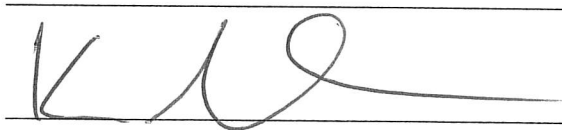
By signing this contract, the Superintendent named herein and the Board of Directors of Centralia Joint School District No. 401 agree to its terms.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 18th day of October, 2017.

BOARD OF DIRECTORS  
CENTRALIA SCHOOL DISTRICT NO. 401

  
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Mr. Mark Davalos, Superintendent

Standard Superintendent's Credentials: 517690D Expires 06-30-22

Contracted Days of Employment: 260

District, State & Federal Holidays: 14

Vacations Days: 30