

Stanwood-Camano School District No. 401
Snohomish County, Washington
Superintendent's Contract

THIS AGREEMENT, entered into by and between the Board of Directors of Stanwood-Camano School District No. 401, Snohomish County, Washington, hereinafter called the "Board," and Ryan Ovenell, hereinafter called the "Superintendent."

WHEREAS, the Board and the Superintendent desire to enter into a contract whereby the Superintendent will perform services as such for the Stanwood-Camano School District ("District") for a period of three (3) years, July 1, 2025, through June 30, 2028, on terms and conditions acceptable to both parties; 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 held on June 3, 2025.

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 the compensation and benefits provided for herein, the Superintendent agrees to devote his full time and attention to performing faithfully the duties as Superintendent and Secretary of the Board for District as prescribed by the laws of the State of Washington and by the policies, rules, and regulations made thereunder by the Board.
2. SALARY. For the period of July 1, 2025, through June 30, 2026, the Superintendent will be paid an annual salary of \$259,250.00. The annual salary shall be paid in twelve (12) monthly installments in accordance with the rules and regulations of the Board.

The Board retains the right to adjust the annual salary of the Superintendent for the ensuing years of this Contract based on the Board's review of the performance of the Superintendent; said salary adjustment will not reduce the prior year's annual salary. Any adjustment in annual salary made during the term of this Contract will be in the form of an amendment and will become part of this Contract.

If a double EP&O levy failure occurs, this Agreement may be reopened to discuss the Superintendent's total compensation package.

3. 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. Those reimbursements would not include local travel incurred on a routine basis.
4. The Superintendent will have the freedom to organize, reorganize, and arrange the administrative, legal and supervisory staff in the manner which, in his judgment, best serves the District. The administration of instruction, legal and business affairs will rest with the Superintendent and be administered by him with the assistance of his staff. The responsibility for selection, placement, and transfer of personnel will be vested in the Superintendent and his staff. The Board of Directors, individually and collectively, will promptly refer all criticism, complaints, and suggestions called to its attention to the Superintendent for study and recommendation. It is understood the Board's

responsibility is for policymaking and not administration; accordingly, the Board agrees that individual Board members will refrain from taking action regarding the administration of Board policies, except through collective board actions.

5. The Superintendent may, with prior notification to the Board of Directors, undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations up to a maximum of five (5) work days per contract year, so long as such activities do not interfere with the Superintendent's duties specified in this contract. The Superintendent shall use vacation days for such activities unless the Board of Directors agrees otherwise in advance.
6. The Superintendent shall attend all meetings of the Board of Directors except when his reemployment or compensation is being considered or when the board authorizes and/or excuses his absence.
7. OTHER COMPENSATION AND BENEFITS. In addition to annual salary, the Superintendent shall receive the following forms of compensation in consideration for the faithful performance of the duties of the Superintendent:
 - a. Twelve (12) days of sick leave with compensation for illness, injury, and emergencies. Unused sick leave accumulates from year to year. Sick leave is eligible for buyback as provided by state law and District policy.
 - b. The District shall pay the Superintendent's annual dues for membership in The School Superintendents Association (AASA, formerly the American Association of School Administrators), the Washington Association of School Administrators (WASA), and another professional organization chosen by the Superintendent and approved by the Board.
 - c. Thirty (30) days of paid vacation, exclusive of District-recognized holidays. Vacation days shall be taken at reasonable times, and the Board of Directors shall be notified of the particular time being taken, in writing, in advance of the vacation days being taken. Vacation days may be accumulated from year to year up to a maximum of thirty (30) carryover days.

Upon retirement or termination of employment from the District, up to thirty (30) unused vacation days shall be compensable at a per diem rate calculated by dividing the Superintendent's salary by the number of workdays (218). 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, such as excess compensation billings from any retirement system. Vacation accounting will be on a first-in, first-out basis.
 - d. The Superintendent shall receive the same fringe benefits as provided to other certificated employees of the District. The Superintendent will be eligible to participate, and the District will make required contributions towards School Employees Benefit Board (SEBB) benefits in accordance with applicable state law.
8. RESIDENCY. The Superintendent is encouraged to reside in the District. The superintendent is expected to participate in the civic and business affairs of the community. Membership in a service club and attendance at various community events shall be integral to the Superintendent's duties, and the District shall pay reasonable dues and other costs associated with participation in one local (secular) civic organization of his choosing.

9. **EVALUATION AND EXTENSION OF CONTRACT.** The Board of Directors shall annually evaluate the Superintendent's performance by devoting all or a portion of at least one meeting, no later than January 31, and all or a portion of at least one meeting, no later than June 15, of each contract year to a discussion of the working relationship between the Superintendent and the Board of Directors, along with the Board's evaluation of the Superintendent's performance.
- a. Such evaluation shall be based on a design that includes annual performance goals and objectives developed in consultation with the Superintendent. The Board of Directors shall provide the Superintendent with a written evaluation of his performance on or before June 15 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 an extended contract or, alternatively, to allow this contract to continue towards its expiration date.
10. This contract may be terminated by:
- a. *Mutual agreement of the Superintendent and Board.* This Contract may be terminated by written agreement of the Board and the Superintendent, at which point all obligations of the Board and Superintendent shall cease.
 - b. *Retirement.* This Contract may be terminated by retirement of the Superintendent, provided that the Superintendent gives the Board at least six months' notice of the proposed retirement.
 - c. *Resignation.* The Superintendent may terminate this Contract by resigning and by giving the Board at least six months' notice of the proposed resignation or with less notice by agreement with the Board.
 - d. *Extended absence or disability.* This Board may terminate this Contract at any time after the Superintendent has been absent from his employment without Board approval for a continuous period of six months by written notice to him. Any further obligations of the Board will cease upon such termination. The Board reserves the right to require the Superintendent to submit to a medical examination when the Board President deems it appropriate under federal and state law. The physician will be selected and paid by the Board. If the Superintendent is certified to be disabled such that he cannot perform his duties with accommodation for an extended period of time, the Board may terminate this Contract, whereupon any further obligations of the Board will cease. In the event of termination due to extended absence or disability, the Board will permit the Superintendent to utilize his accumulated vacation and sick leave to the extent appropriate under the circumstances.
 - e. *Sufficient Cause.* The Superintendent shall be subject to discharge for sufficient cause during the term of this contract and shall be provided, if requested, with a hearing in accordance with applicable law. If the Superintendent chooses to be represented by legal counsel in any discharge hearing, said legal expenses would be borne by the Superintendent. If termination is for cause, the Superintendent shall not be entitled to severance pay. Failure to fulfill the obligations agreed to in this contract may also violate the Code of Ethics for Municipal Officers or the Code of Professional Conduct and may be reported by the Board of Directors to the Superintendent of Public Instruction.

- f. *Unilateral termination.* The Superintendent shall also be subject to discharge without cause during the term of this contract. The District may terminate the Superintendent's contract upon an affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board by giving the Superintendent notice of unilateral termination. In the event of such termination, the District shall pay the Superintendent severance pay in an amount equal to twelve (12) months of his then current monthly salary or the remaining salary under the contract, whichever is less. If terminated under this provision, the Superintendent will release and discharge the District, the Board, and District employees and agents from any claim arising from or relating to the termination, except for accrued compensation and benefit entitlements expressly provided for in this contract.
10. **HOLD HARMLESS.** The District agrees it will defend, hold harmless and indemnify the Superintendent, his spouse, and marital community from any and all third-party 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 arise have occurred while the Superintendent is acting within the scope of his employment and during the good faith performance of this contract, and provided further that the legal matter does not concern the Superintendent's employment status with the District. The District shall provide the Superintendent with a legal defense, provided that if a conflict exists between the legal position of the Superintendent and the District, the District may obtain independent counsel for the Superintendent. This provision is not intended to apply to any dispute or legal action of any kind between the Superintendent and the District. Entitlement to costs, damages, and/or fees of any nature, including attorney's fees, in all such disputes and actions between the Superintendent and the District that may arise shall be the responsibility of the District only to the degree required by the laws of the state of Washington.
11. **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.
12. **ENTIRE AGREEMENT.** This contract represents the total agreement between the parties regarding the employment of the Superintendent by the Board of Directors, and there are no verbal agreements that modify its terms.

By signing the foregoing contract, the Superintendent and the Board of Directors of Stanwood-Camano School District No. 401, Snohomish County, agree to its terms.

Dated this 3rd day of June 2025.

Ryan Ovenell,
Superintendent

Albert Schreiber,
Board of Directors, President