

**Edmonds School District No. 15
Lynnwood, WA**

FIRST AMENDMENT TO SUPERINTENDENT'S CONTRACT

IT IS AGREED by and between the Board of Directors of Edmonds School District No. 15 and Dr. Gustavo Balderas that the Board, in accordance with the Board's action at its regular meeting on July 13, 2021, does hereby amend the Contract between the parties dated March 25, 2020, in the manner set forth below.

1. The last four sentences of Paragraph 2 are deleted, and the remainder of Paragraph 2 is revised as follows:

The Superintendent agrees to devote his time, skill, labor, and attention to the duties of the Superintendent of the District. The Superintendent's work year shall be 254 days per year, less District holidays and paid vacation days.

2. Subparagraph 12(c) is revised as follows:

Fifteen (15) supplemental days per year paid at the Superintendent's per diem rate (1/218 per day) of pay.

3. Subparagraph 12(g) is revised as follows:

Thirty (30) days of vacation annually. Fifty (50) days of unused vacation may be carried over to the ensuing year. Such accumulated vacation may be taken in the ensuing year, provided that no more than four (4) continuous weeks of vacation may be taken at one time regardless of accumulations. Up to-twenty (20) days of unused vacation as of June 30 of any calendar year shall, upon written request by the Superintendent, be compensable on the July pay warrant. To the extent consistent with law and without causing the District any financial penalty, unused vacation will also be compensable upon termination of employment as Superintendent, at the then applicable salary rate (1/218 per day) to a maximum of thirty (30) days. It is the intention of the parties that, at the conclusion of his service as Superintendent, the Superintendent will be able to utilize as vacation days those accumulated days not subject to compensation upon termination under this paragraph. Vacation accounting will be on a first-in, first-out basis.

4. The following language shall be added to Paragraph 12 as a new subparagraph 12(k):

Up to two (2) days of personal leave with pay may be used in any contract year to conduct personal business that cannot be scheduled at another time. In lieu of taking the two personal days, Superintendent may elect to cash out those days. Compensation will be at the per diem rate of pay (1/254) and must be cashed out in increments of one-half days or greater. The District will provide a form to be submitted to payroll and payment will be made on the June pay warrant.

All other terms of the 2020-2023 Superintendent’s Contract shall remain in effect, unless revised by separate amendment.

By signing this First Amendment, Dr. Balderas and the Board agree to its terms.

Accepted this 13th day of July 2021.

**BOARD OF DIRECTORS
Edmonds School District No. 15**

Dr. Gustavo Balderas, Superintendent

Deborah Kilgore, Board President