

THIS AGREEMENT, made and entered into the 1st day of July, 2024 between the School District No. 5, Jackson County, Oregon (“District”) and _____ (“Superintendent”).

In consideration of the premises and mutual promises hereinafter contained, the parties mutually agree as follows:

1. APPOINTMENT; DUTIES

- A. District, acting by and through its Board of Directors (Board), hereby employs the Superintendent, and the Superintendent hereby accepts employment as Superintendent of School of District upon the terms and conditions hereinafter set forth. The Superintendent agrees that during the period of his employment he will devote full-time to and faithfully and punctually perform the duties of the Superintendent of Schools of District as now defined in District Policy CBA (revised 2018), the Superintendent’s Job Description, and by the Board of Directors of the District or as thereafter such duties may be defined by the Board, and such other duties as the Board may delegate to him during the continuance of his employment. The District reserves the right to modify the duties of the Superintendent from time _____ to _____ time.
- B. The Superintendent shall have charge of the administration of the schools under the direction of the Board. He shall be the chief executive officer of the District; shall direct and assign teachers and other employees of the schools under his supervision; shall organize, reorganize, and arrange the administrative and supervisory staff, including instruction, personnel, and business affairs, as best serves the District; shall select all personnel subject to the approval of the Board; shall from time to time suggest regulations, rules, and procedures deemed necessary for the well ordering of the District; and in general perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from _____ time _____ to _____ time.
- C. Unless otherwise provided by Board action, the Superintendent shall be entitled to (1) present his recommendations to the Board on any subject under consideration by the Board prior to action being taken on the subject by the Board; (2) attend each meeting of the Board except when the Board is discussing the Superintendent’s job performance at any time.
- D. Evaluation: The Board and Superintendent shall meet annually to establish District goals and objectives for the ensuing school year. These goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated as hereafter provided. The Board shall, prior to May 15 of each year, conduct an evaluation of the Superintendent’s performance under this Agreement according to criteria developed by the Board and in cooperation with the Superintendent. Such criteria shall be adopted by the Board at meetings open to the public. Such evaluation shall be, upon its conclusion, summarized in writing and

reviewed in executive session by the Board according to Oregon public meetings laws, unless the Superintendent requests an open session. The purpose of the review and evaluation shall be to improve administrative leadership and relations between the Board and the Superintendent, and to identify areas of potential improvement or focus. At its discretion, in each year of this contract the Board may elect to utilize, in addition to the evaluation set forth above, a survey-based “targeted feedback” process, often referred to as a 360-degree survey, with results sent directly to the Board or designee.

2. TERM

- A. This employment contract shall take effect as of July 1, 2024 and shall continue and remain in effect to and including June 30, 2027, subject to the District’s right of termination during the term or the Superintendent’s voluntary resignation or retirement as provided in Paragraph 8 below. This contract provides the written notice, as required by ORS 342.513, that the contract will expire on June 30, 2027, unless extended by mutual agreement and by a vote of the Board prior to that date.
- B. On or before May 15th of each year of this contract, the Board shall consider whether this contract should be extended by an additional year. Notification shall be provided to the Superintendent by May 15th of each year of the contract whether the Board has elected to extend the contract, effective the following July 1. In no case, however, shall this contract be for a period of greater than three (3) years. Any modification, extension or renewal that has the effect of changing the term of this contract shall be set forth in writing as either a new contract or an addendum to this contract. Failure on the part of the Board to take action shall not be deemed to have extended this contract.

3. COMPENSATION

- A. The District shall pay the Superintendent at a basic annual salary rate of \$193,000 for the 2024-25 contract year (July 1 through June 30). The salary for the 2025-26 and 2026-27 contract years shall be arrived at by applying the same percentage increase as is provided to the other administrative employees of the District, if any. The District shall pay employer payroll taxes as required by law. Daily rates for all articles in this contract will be calculated at 1/261 of salary.
- B. The annual salary shall be paid in twelve (12) equal payments on the District’s regular payroll dates. The Superintendent’s contract shall in no event be lower than the annual salary rate for the immediately preceding year unless (a) negotiated as part of the extension of this contract or unless

(b) as the consequence of an across-the-board reduction in work days for all employees in the District, in which case the Superintendent's salary shall be reduced by the number of eliminated work days times the Superintendent's daily rate. Adjustments in salary made during the life of this employment contract, except as provided in subsection (3)(b) above, shall be in the form of a Board resolution and a written acceptance thereof by Superintendent filed in the official records of District.

4. WORKYEAR/VACATION

- A. Superintendent shall render twelve (12) months of full and regular service to District and shall be expected to be on duty on all regular District business days except as allowed in this contract. Additional availability may be required in the case of a District emergency.
- B. Superintendent shall be entitled to twenty-five (25) vacation days per contract year in addition to those regular federal holidays granted other administrators in the District. Whenever possible, vacation shall be taken at times that will least interfere with the performance of Superintendent's duties.
- C. Superintendent will be eligible to be paid out for a maximum of ten (10) vacation days on an annual basis. In order to access this payout option, Superintendent shall notify the District business office by June 30.
- D. Ten (10) unused vacation days may be carried forward by Superintendent into the subsequent contract year, with no more than thirty-five (35) days of vacation accrued at any time. Vacation days that are not used or paid out and in excess of the ten (10) eligible for carryover, or in excess of the maximum accrual of thirty-five (35) shall be forfeited by Superintendent without any financial consideration by the District.
- E. Upon termination of this contract as set forth herein, Superintendent shall be entitled to compensation for unused vacation days at their daily rate, payable for those vacation days accrued at the time of termination not to exceed the maximum accrual amount.
- F. Superintendent shall provide to the Board, no later than July 30th of each year, a tentative calendar indicating planned travel and vacation time for the coming school year and will alert the Board as to any subsequent changes.

5. FRINGE BENEFITS

- A. **INSURANCE.** The District shall provide the Superintendent with the same District medical, dental, and vision insurance as is provided for other administrators of the District for the duration of this contract.

- B. PERS. District shall pay Superintendent's Public Employees Retirement System ("PERS") contribution under the same terms and conditions as provided for District administrators.
- C. SICK LEAVE. Superintendent shall accrue twelve (12) days of paid sick leave each contract year pursuant to District policy and Oregon law. Sick leave may be used for any reason set forth in the Oregon Sick Time Law, and this provision shall be deemed to have satisfied the District's obligations under both that statute and ORS 332.507. Unused sick leave days may accumulate without limitation but shall not be paid out upon termination of this contract.
- D. OTHER PAID LEAVE. Superintendent shall be entitled to all other leaves of absence such as bereavement, personal, or professional days, as are available to other administrative staff. There is no payout option for any of these leaves upon termination.
- E. GROUND TRANSPORTATION ALLOWANCE. Superintendent shall receive \$300 per month as an allowance for ground transportation for travel up to 20 miles from District office. Reimbursement for ground transportation related to District business outside of this twenty-mile radius shall be made at the current IRS mileage rate.
- F. CELL PHONE. Superintendent is expected to carry a mobile phone and be available at all times. District shall provide Superintendent \$150 per month as an allowance for meeting this requirement.
- G. LIFE INSURANCE. District will obtain and pay the premiums for a term life insurance policy as well as accidental death and dismemberment on Superintendent, commensurate with the other administrators in the District, in the amount of \$150,000. The District's obligation to continue to pay the premiums terminates when the Superintendent turns 65.
- H. LONG-TERM DISABILITY INSURANCE. The District shall pay the monthly premium for long-term disability income protection until eligible for disability income protection through PERS or cessation of employment with the District.
- I. TAX SHELTERED ANNUITY. Beginning 2026-2027, the District shall make a contribution to the tax sheltered annuity account designated by the Superintendent in an amount to be established by the parties prior to May 1, 2026.
- J. Beginning with the 2025-2026 contract year, the Superintendent shall receive an annual \$7,500 stipend in recognition of obtaining a National Superintendent Certification.

5. **INCIDENTAL EXPENSES**

- A. In accordance with District policy on expense reimbursement, the District shall pay or reimburse the Superintendent for actual expenses incurred for out-of-District meetings, obligations, and other functions in the course and scope of his position as the chief executive officer of the District. The Superintendent shall file a monthly, itemized statement of expenses and provide receipts to the business office. Expenses will be paid subject to approval by the Board Chair or designee.
- B. The Superintendent is expected to attend local, state and/or national professional meetings during the term of employment. The reasonable and necessary expenses incident to such attendance shall be paid by the District within budgeted limits. The Superintendent shall obtain advance approval of any out-of-state travel for District purposes at the District's expense.

6. SUPERINTENDENT'S CERTIFICATE

- A. The Superintendent shall maintain throughout the life of this agreement a valid and appropriate certificate, as required by the State of Oregon, to act as Superintendent of Schools.
- B. Should the Superintendent fail to maintain such a certificate in good standing, this contract is terminated.

7. PROFESSIONAL DEVELOPMENT

- A. District agrees to pay the reasonable tuition, dues, and fees for appropriate professional development for Superintendent, as approved in advance by the Board.
- B. Professional leave to attend related meetings and additional costs shall be subject to prior approval by the Board, or the Board Chair if the Board is not available.

8. TERMINATION DURING THE TERM

- A. This employment contract and the Superintendent's employment shall be terminated during the ordinary term of this contract by (1) Death, (2) Voluntary resignation, (3) Mutual agreement, (4) Retirement, (5) Disability, and (6) Discharge.
- B. **Termination For Cause:** The Superintendent may be discharged for any conduct deemed seriously prejudicial to the District, including, but not limited to, neglect of duty, inadequate performance, failure to abide by applicable professional standards, or breach of contract. Notice of

proposed discharge shall be given in writing and the Superintendent shall be entitled to appear at a meeting of the Board of Directors prior to any final vote on discharge, to discuss the basis for the proposed discharge. Except as the law might otherwise require or as the Superintendent may request, such meeting shall be in Executive Session. The Superintendent shall be provided a written decision describing the results of the meeting and proposed discharge. If the Superintendent is discharged, all compensation shall immediately cease.

C. **Termination Without Cause:**

The Board, unilaterally, without a pre-termination or post-termination hearing and by a minimum of twelve-months (12) notice to the Superintendent, may, at its discretion terminate this contract without cause and relieve the Superintendent from his duties, with pay during part or all of the twelve-month period. In the event of such unilateral termination, the District would continue to pay to the Superintendent all salary and benefits set forth in this agreement for the duration of the twelve-month period.

- D. In case of planned voluntary resignation or retirement, the Superintendent shall give the District at least six months' written notice, unless this notice is waived by the District or modified by the parties. In the event of such a voluntary resignation, the Superintendent shall take reasonable measures to minimize any adverse impact on the District.
- E. In the event of disability, the Superintendent's sick leave accumulation will be used until exhausted, or until long-term disability payments begin, whichever comes first. If the Superintendent is unable to perform the requirements of the position at that time, as determined by a physician employed by the District, this contract may be terminated but the long-term disability benefit will continue under the terms of the insurance policy.

9. **INTEGRATION AND MODIFICATION**

- A. This employment contract supersedes all prior agreements and understandings between the parties from and after its effective date and may not be changed or terminated orally.

No change, termination, or attempted waiver of any of the provisions therefore shall be binding unless in writing and signed by both parties.

- B. This agreement is subject to all applicable laws of the State of Oregon, rules and regulations of the State Board of Education, and rules, regulations, and policies of this District.

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

10. FITNESS FOR DUTY

- A. The Superintendent hereby certifies that he is physically capable of performing all of the duties and responsibilities required of him under this Agreement.
- B. If, at any time during the term of this Agreement, the Superintendent becomes aware that he is unable to physically perform the duties and responsibilities of his position, he shall so notify the Board. The Board retains the right to require the Superintendent, at the Board's expense, to undergo a fitness for duty examination in the event there is reason to believe that the Superintendent may not be physically capable of performing his duties.

IN WITNESS THEREOF, the District pursuant to the authority of its Board of Directors, by resolution duly and regularly adopted on [DATE], has caused two originals of this agreement to be signed in the name of the District by the Chair of the Board, and by the Superintendent.

SCHOOL DISTRICT NO. 5