EMPLOYMENT CONTRACT

Between

SCHOOL BOARD of the ____________________ DISTRICT

And

SUPERINTENDENT

THIS AGREEMENT, made and entered into this _______________, by and between the
_________________________ SCHOOL BOARD OF DIRECTORS, (“School Board”) and
_________________________ as (“Superintendent”).

WHEREAS, the School Board desires to provide Superintendent with a written Employment
Contract in order to enhance administrative stability and continuity that the School Board
believes generally improves the quality of its overall educational program; and,

WHEREAS, the School Board and Superintendent believe a written Employment Contract is
necessary to describe specifically their relationship and to serve as the basis of effective
communication between them as they fulfil their governance and administrative functions in the
operation of the education program of the _______________ School District.

NOW. THEREFORE, the School Board and Superintendent, for the consideration herein
specified, agree as follows:

1. TERM

The School Board hereby employs, and Superintendent hereby accepts employment as
Superintendent of _________ School District for a ______ year term commencing on _____,
20XX, and ending ____, 20XX. The annual contract days shall be ________ days. The
School Board, at its sole discretion, may renew or not renew this contract during the months
of February for an additional year. The section constitutes notice of nonrenewal under ORS
342.513.

2. SCHOOL BOARD and SUPERINTENDENT RESPONSIBILITIES

The School Board shall have the legislative and judicial power of the school district and will
formulate and adopt school district policy. Superintendent shall be the chief executive
officer of the school district and shall execute school district policy as set by the School
Board.

3. DUTIES

As chief executive officer, the Superintendent shall perform faithfully, and to the best of
his/her ability, the duties of Superintendent of Schools, and shall serve as the chief executive
officer of the district. The Superintendent, hereby, agrees to be governed by the laws of the
United States, State of Oregon, Oregon Administrative Rules, and policies, rules, and
regulations established by the School Board. The Superintendent shall:
a) Exercise responsibility to organize, reorganize and arrange the administrative and supervisory staff and teaching staff of the district;

b) Administer curriculum, instruction, and assessment; and assume responsibility for selection, placement and transfer of personnel, all as determined by law;

c) Assume responsibility for all matters relating to supervision and oversight of staff, including but not limited to evaluation, hiring, discipline, discharge, and assignment of personnel, and shall conduct all hearings or meetings relevant thereto, subject to any applicable collective bargaining.

d) Supervise all district personnel, except legal counsel. Annually evaluate all District administration employees and ensure that all District employees are evaluated annually.

e) Recommend to the School Board for appointment or discharge of personnel required for the operation of the district.

f) Attend all meetings of the School Board, unless excused or excluded, and cause to have made a record as to the proceedings thereof.

g) Keep such records and reports and in such form as the School Board requires or as otherwise required by law or rule or regulation of higher administrative agencies and turn the same over to his or her successor.

h) Give such notice of all annual or special elections as otherwise required by law; also give notice of the regular and special meetings of the School Board.

i) Submit financial and other reports to the School Board to keep it informed of the current status of the district’s fiscal and other affairs.

j) Serve as executive officer of the budget committee as required by ORS 294.311.

k) Accept, or deny, the resignation of any licensed staff member, and to waive, on behalf of the School Board, the 60-day notice provision of ORS 342.553.

l) Carry out all orders of the School Board made at any regular or special meeting.

m) Assume and carry out other duties as assigned by the School Board.

The School Board, individually and collectively, shall promptly refer to the Superintendent for his/her study and recommendation, all criticisms, complaints and suggestions brought to their attention, except those involving acts or omissions of the Superintendent. The Superintendent shall investigate those reported to him/her, consider the same and report thereon to the School Board as soon as practicable thereafter. The School Board will investigate and consider criticisms, complaints, and suggestions pertaining to the Superintendent pursuant to District Policy.

4. OTHER PROFESSIONAL ACTIVITIES

Superintendent shall devote his/her time, attention and energy to the business of the District. However, subject to prior School Board approval or as otherwise provided by District policy, he/she may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities that are of a short-term duration. The School Board will not be responsible for any expenses attendant to the performance of such outside activities.
5. **SUPERINTENDENT’S LICENSE**

The Superintendent shall maintain a valid and appropriate license to act as Superintendent of Schools as required by the State of Oregon. Should the Superintendent fail to maintain such a license in good standing, the School Board may immediately terminate this Agreement.

6. **COMPENSATION**

In consideration of a salary of $_____ for the period of ______ through ______ the Superintendent agrees to faithfully perform the duties of the Superintendent of the School District as prescribed by the laws of the State of Oregon and by the policies, rules, and regulations made hereunder by the School Board, the State Superintendent of Public instruction, and the State Board of Education. The annual compensation shall be divided into Twelve (12) monthly installments or into monthly contributions to a Tax Sheltered Annuity or a combination of both as designated by the Superintendent.

The salary and specific benefits for each subsequent year shall be that sum which is mutually agreed upon between the Superintendent and the Board. Any change thereof shall become an addendum to this agreement.

7. **EVALUATION AND EXTENSION OF CONTRACT**

Annually, and not later than August 30, the Board shall, in consultation with the Superintendent, establish general goals and specific objectives for the school year. The goals and objectives shall be established in writing and be among the criteria for evaluation of the Superintendent.

Standard criteria and policy directives to be used in evaluating the Superintendent shall have been adopted by the School Board in meetings open to the public.

If at any time in the opinion of the majority of the School Board, the Superintendent’s services are unsatisfactory, he/she shall be notified in writing and given a reasonable opportunity to correct the condition.

Annually by February 1, the School Board and Superintendent shall meet in executive session or open session if desired by the Superintendent for the purpose of evaluation of the performance of the Superintendent and expressing the recommendations and observations on how such job performance may be improved. The Superintendent shall be evaluated on the Superintendent’s job performance, and progress toward goals and objectives as set by the School Board.

8. **FRINGE BENEFITS**
The Superintendent shall be entitled to participate in the following fringe benefits:

a) *PERS*: The Superintendent shall pay the employee contributions to the Public Employees Retirement System (PERS).

b) *Professional Dues*: The School District shall pay the cost of Superintendent’s professional membership (American Association of School Administrators, COSA), dues and fees and for such other professional and/or service organizations, professional publications, etc.

c) *Professional Growth/Release time*: The School Board encourages the continuing professional growth of Superintendent. In that encouragement, the School Board shall permit a reasonable amount of prearranged release time for Superintendent as it deems appropriate to attend conferences, programs, seminars, courses, or other such matters or activities and pay for the reasonably necessary cost of travel and subsistence as approved by the School District in its annual budget.

d) *Medical, Dental and Life Insurance*: The School District will pay for insurance policies for medical, dental, vision and other benefits not less than those provided to other licensed employees. In addition, the School board will provide a fully paid $___________ Life Insurance Policy. The Superintendent shall select the beneficiary.

e) *Travel Allowance*: In light of the unique nature of the professional duties of the Superintendent, the District agrees to pay the Superintendent $_______ per month for operation of his/her personal automobile for work related travel within the school district. Superintendent will be reimbursed for work related expenses and travel outside of the school district pursuant to District policy.

f) *Vacation Day Periods/School Breaks*: The Superintendent shall be entitled to twenty five (25) paid vacation days between ______ and ______ during each fiscal year. He/She shall be allowed to accumulate vacation days accruing during this agreement with a limit of 10 days carryover. The maximum days of accrual shall not exceed thirty (30) days. The Superintendent has the option of cashing out up to 10 unused vacation days each year. However, if this contract is terminated early by either party, the Superintendent will be paid for no more than five (5) vacation days. All accumulated vacation time will be paid to the Superintendent in the next pay period following resignation, retirement or termination at the then effective per diem rate of pay calculated based on the actual number of days in each year the Superintendent is required to work. The Superintendent will have the same school break periods such as winter and spring breaks as other year round administrative employees without using vacation time.

g) *Sick Leave*: The Superintendent shall be granted sick leave, in accordance with Oregon law.

h) *Paid leaves*: The Superintendent shall be entitled to all leaves of absence such as bereavement, personal, or professional days, as are available to other administrative staff.
i) **Cellular Telephone Allowance:** In light of the unique nature of the professional duties of the Superintendent, the District agrees to pay the Superintendent $___ per month for operation of his/her personal cellular telephone for work related usage.

9. **TERMINATION OF EMPLOYMENT CONTRACT**

   a) **Automatic Termination:** This Employment Contract will terminate automatically upon the death, incapacity or retirement of the Superintendent.

   b) **Termination by the Superintendent:** The Superintendent may resign and terminate the Employment Contract upon giving the School District written notice at least 45 days before the date of termination.

   c) **Termination by the School District:** The District may terminate this employment agreement for cause which means such conduct that is seriously prejudicial to and which substantially affects the fundamental mission of the District. Such conduct includes, but is not limited to, unlawful conduct, moral turpitude detrimental to the operation of the District and any of the grounds upon which a contract teacher may be dismissed under Oregon law, breach of this contract or of the Standards for Competent and Ethical Performance of Oregon Educators promulgated by the Oregon Teacher Standards and Practices Commission, failure to comply with reasonable requirements to improve, to obtain reasonably necessary further training to achieve reasonably necessary professional growth. If the District seeks to terminate Superintendent for cause or without the concurrence of the Superintendent, it shall provide written notice at least ten (10) days prior to the effective date of termination. That notice must contain a statement of reasons constituting cause and describing the alleged grounds with sufficient particularity as to afford the Superintendent a reasonable opportunity to respond. The Superintendent shall be entitled to a due process hearing before the Board. After such hearing, the Board shall provide a written decision setting forth the Board’s decision and its reasons therefor.

10. **ATTORNEY FEE CLAUSE**
    In the event that any litigation related to this agreement arises between the parties, the prevailing party shall be entitled to recover reasonable attorney fees in such amount as determined by the court.

11. **MODIFICATION**
    This Employment Contract constitutes the entire contract between the parties. It supersedes all prior agreements and understandings between the parties and may not be changed or terminated orally, and no change, termination or attempted waiver of any of its provisions shall be binding unless in writing and signed by the party against whom the same is sought to be enforced. However, the Superintendent’s compensation may be increased and the term of this contract may be extended at any time by the District
without in any way affecting any of the other terms and conditions of this Employment Contract, which in all other aspects shall remain in full force and effect. Any adjustment in salary or extension of term made during the life of this contract shall be as a written amendment authorized by resolution of the School Board, and shall become a part of this Employment Agreement.

12. **APPLICABLE LAW**
   This Agreement is governed by Oregon law and is subject to all applicable Oregon laws.

13. **NOTICES**
   Any notice given shall be effective when actually received or if sent by certified mail, 48 hours after deposit of such notice in the US mail. Any notices that are required under this Agreement shall be sent by first class mail or hand delivered to the parties at the following addresses:

   School Address: Superintendent
   Home address/contact information:

   ____________________________
   ____________________________
   ____________________________

14. **INVALIDITY**
   If any paragraph or part of this agreement is invalid, it shall not affect the remainder of said agreement, but said remainder shall be binding and effective against all parties.

   Accepted this ___________________ day of _____________________20__.

   By:_____________________________
   Superintendent

   BY:
   School Board Chair

   ____________________________
   ____________________________
   ____________________________
   Deputy Clerk