EMPLOYMENT CONTRACT
BETWEEN
___________________
AND THE
GOVERNING BOARD OF THE
_________________________SCHOOL DISTRICT
OF ___________________COUNTY, OREGON

THIS AGREEMENT is made and entered into this __ day of ____, 2- ____, by and between
the ________ School District, hereinafter referred to as the "District," and _______________,
hereinafter referred to as "Superintendent."

WITNESSETH:

WHEREAS, Superintendent is desirous of serving as the chief executive officer of the
District and to perform all duties required by that office; and

WHEREAS, the District is desirous of securing a Superintendent of Schools to supervise
and direct the schools and the educational program of the District under the general supervision
of the District's School Board; and

WHEREAS, the District and Superintendent believe that a written Employment Contract
is necessary to specifically describe their relationship and to serve as the basis of effective
communication between them as they fulfill their governance and administrative functions in the
operation of the education program of the Schools;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the
District hereby employs ______ as the Superintendent of Schools in and for said District, and
Superintendent hereby accepts such employment upon the terms and conditions as set forth
below.

SECTION 1. TERM

This Agreement shall be for a period of three (3) years commencing on ___________,
and ending on _______________. This contract is only for the time specified above and it shall
not be otherwise extended or renewed by any "automatic" provision.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the
District or Superintendent to terminate this Agreement at any time subject only to the provisions
herein relating to termination.
During the term of this Agreement, Superintendent may undertake speaking engagements, writing and other professional activities for honoraria and expense, provided such activities do not interfere with Superintendent's normal duties.

The Superintendent works exclusively for the Board, and any consultative work or any outside employment is subject to the Board's prior written approval:

SECTION 2. DISCHARGE FOR CAUSE

The District may terminate this employment contract at any time upon good and just cause. For the purposes of this section, cause is deemed conduct that is seriously prejudicial to and which substantially affects the fundamental mission of the district, including, but not limited to: neglect of duty, breach of contract, immorality, insubordination, conviction of a crime involving moral turpitude, inadequate performance, failure to comply with such reasonable requirements as the Board may prescribe to show normal improvement, failure to show evidence of professional training and growth, and failure to maintain in good standing a valid and appropriate license to act as a Superintendent of Schools as required by the State of Oregon.

Notice of the District's consideration of discharge for cause shall be given in writing. Such notice shall include a statement of the reasons constituting cause and shall be given not less than ten (10) days prior to the date that Superintendent shall be entitled to appear before the Board as hereinafter provided. Superintendent shall be entitled to appear before the Board to discuss such causes. Superintendent may choose to be accompanied by legal counsel at such meeting at Superintendent's sole cost and expense. Such meeting may be conducted in executive session as provided by Oregon law. Superintendent shall be provided a written decision describing the results of the meeting.

SECTION 3. RESIGNATION OF SUPERINTENDENT

Superintendent may resign as Superintendent upon ninety (90) days' written notice to the School Board Chairperson.

SECTION 4. SALARY

For the ____-____ school year, the District shall pay Superintendent an annual salary of $____________ payable in ______ equal monthly payments. This annual salary amount will be reduced to reflect any future furlough days taken by administrators.

For each additional school year, the District shall pay Superintendent an annual salary not less than the preceding year, together with such percentage increase as provided by the District for other District administrators. This salary rate may only be reduced by mutual agreement of the Superintendent and the School Board. The District will pay on behalf of Superintendent the employee's contribution to the Oregon Public Employees Retirement System.
SECTION 5. DUTIES

As chief executive office of the District, Superintendent shall perform the duties of District Superintendent as prescribed by the laws of the State of Oregon. In addition to the powers and duties as provided by law, Superintendent shall have the additional powers and duties set forth in the position description of Superintendent, which is attached and incorporated in this contract. Superintendent shall be entitled to:

(a) Present Superintendents recommendation to the Board on any subject under consideration by the Board prior to action being taken on the subject by the Board;
(b) Attend each meeting of the Board, except any meeting in executive session called for the purpose of evaluating Superintendent's performance; and
(c) Serve as an ex-officio member of each committee established by the Board. This is an agreement for the performance of professional services as superintendent by the Superintendent, who shall not be assigned to any other position.

SECTION 6. PROFESSIONAL GROWTH OF SUPERINTENDENT

The District encourages the continuing professional growth of Superintendent through Superintendent's participation in:

(a) Seminars and courses offered by public or private educational institutions to be reimbursed up to an amount agreed upon between the Board and Superintendent;
(b) Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform Superintendent's professional responsibilities for the District; and
(c) The Superintendent's travel to and from participation in national conferences at District expense during each year of this contract as may be agreed between Superintendent and the School Board Chairperson. The District and Superintendent recognize and anticipate that this participation will include the ____________ conferences.

SECTION 7. SUPERINTENDENT'S LICENSE

Superintendent shall maintain throughout the life of this Agreement a valid and appropriate license to act as the Superintendent of Schools as required by the State of Oregon. The breach of this requirement will immediately terminate this Agreement without recourse.
SECTION 8. RESIDENCE

Superintendent resides ____________, in close proximity to the District. Superintendent shall not be required to reside within the boundaries of the District during the term of this contract so long _________________. The parties may mutually agree to revisit the issue of residency during the term of this Contract.

SECTION 9. EVALUATION

(a) Purpose of Evaluation. The Board will evaluate the Superintendent's performance for the purposes of improving District leadership, maintaining open and effective communication between the Board and the Superintendent and enhancing relations between the Board and the Superintendent. The evaluations shall be made in reference to the Superintendent's position description and Board Policy ____. Specifically, the Board will evaluate the Superintendent on Results and Executive Limitation Policies __ and __.

(b) Procedure for Evaluations. The Board shall meet in Executive Session and evaluate and assess in writing the performance of the Superintendent in accordance with the schedule set forth below. The Superintendent shall be entitled to meet with the Board to review the evaluation before it is completed and to provide any information that she deems pertinent.

(c) Schedule for Evaluations. It is intended that the schedule for formal annual evaluation of the Superintendent will be congruent with Board Policy ___. The first formal evaluation under this contract shall be completed by ______________, and, thereafter, not later than March 15th of each remaining year under this contract. After the January evaluation, the Board will decide upon renewal or extension of the Superintendent's contract and, thereafter, inform the Superintendent of that decision.

SECTION 10. CONTRACT DAYS

Superintendent shall be required to render 260 days of full and regular service to the District during each year of this Agreement, except that she shall be entitled to twenty-five (25) days of vacation in addition to any other paid holidays normally observed by the District, and excepting to the various forms of leave days provided elsewhere in this Agreement. The Superintendent may accumulate 10 vacation days from one contract year into the next contract year. Vacation days shall not accumulate beyond forty (40); any vacation days in excess of forty (40) shall be forfeited. Any accumulation consistent with the provisions of this section, to a limit of fifteen (15) days per fiscal year, may be cashed out by Superintendent in June at the current year's rate of pay.

SECTION 11. FRINGE BENEFITS

Superintendent shall be entitled to participate in all fringe benefits provided other administrative employees of the District, with the exception of the Early Retirement
Incentive. The Superintendent's fringe benefits shall include: (1) sick leave, emergency leave and bereavement leave; (2) Accidental death and dismemberment (AD&D) insurance in the amount of $________ as under that AD&D policy established for the benefit of other administrative employees of the District; (3) disability insurance paid by the District with benefits taxable to Superintendent; (4) a District-paid contribution in the amount of $________ payable into a tax-deferred annuity for the __year 1__ school year, $_______ for the __year 2__ school year and $________ for the __year 3__ school year. The payment of contributions into the tax-deferred annuity shall be made in a lump sum in January of each school year so long as Superintendent remains employed with the District. If Superintendent terminates his/her employment with the district during the school year, he/she shall only be entitled to the pro rata portion of the annuity payment for the months of that school year she has completed. If Superintendent terminates his/her employment after the January annuity payment but before the end of the school year in which that annuity payment is made, Superintendent shall reimburse District the pro rata portion of the annuity payment for months that he/she will no longer be employed during that school year.

The Superintendent shall be allowed to defer such other portions of his/her salary into a tax-sheltered annuity plan of the Superintendent's choice in an amount authorized by law. The Superintendent shall be responsible for any payroll costs associated with this tax-sheltered annuity.

SECTION 12. DISABILITY OF SUPERINTENDENT

Notwithstanding anything in this Agreement to the contrary, the District is hereby given the option to terminate this Agreement in the event that Superintendent shall become permanently disabled and eligible for long-term disability benefits provided under Section 12 paragraph 4 during the term of this Agreement or any extension thereof. Permanent disability is a disability which incapacitates Superintendent from performing Superintendent's duties under this Agreement on a regular and continuing basis for a period of 90 days. Such option shall be exercised by the District giving ten (10) days written notice to Superintendent by registered mail and addressed to Superintendent at the District office or at such other address as Superintendent shall furnish in writing to the District. In no event shall the long-term disability amount paid to Superintendent exceed the full pay of Superintendent including the employer PERS contribution and insurance benefits.

SECTION 13. SICK LEAVE

Sick leave that Superintendent has accumulated prior to his/her employment with the District in the amount of ___ days shall be credited to Superintendent's account upon Superintendent's reporting for duty and shall accrue during the term of this Agreement in accordance with ORS 332.507.
SECTION 14. PHYSICAL EXAMINATION

In light of the unique nature of the professional duties of the Superintendent of Schools, the District shall, at its expense, provide a complete medical examination of the Superintendent not less than once every two (2) years and no more often than once each year. Any report of the medical examination shall be given directly and exclusively by the examining physician to the Superintendent. The District shall be advised in writing by the physician of the continued physical fitness of the Superintendent to perform his/her duties, and such report shall be confidential.

SECTION 15. HEALTH BENEFITS

The District shall provide Superintendent and his/her family with a health insurance plan selected by Superintendent that is consistent with the health insurance plans provided to other district administrators.

SECTION 16. EXPENSES

The District shall reimburse Superintendent for all actual and necessary expenses incurred by Superintendent within the scope of Superintendent's employment and within amounts budgeted for such purposes.

SECTION 17. MEMBERSHIP DUES

The District shall pay the cost of Superintendent's annual membership dues in the following organizations: a. Professional organizations such as _________________; and b. Such other dues as may be agreed upon by the parties.

SECTION 18. EXTENSION OF AGREEMENT

As described above, this Agreement is for a term of three (3) years. This Agreement may not be extended beyond a term of three (3) years. This Agreement will automatically expire at the end of its stated term. However, the Board may elect to issue a subsequent or a new contract for up to an additional three (3) years at any time. Normally, the decision about such matters will be made after completion of the annual evaluation of the Superintendent in the spring of each contract year.

SECTION 19. AMENDMENT OF AGREEMENT

Either party may request changes to this Agreement during the term of this Agreement.

SECTION 20. PROFESSIONAL LIABILITY
The District agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his/her individual capacity, or in his/her official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the course and scope of his/her employment and excluding criminal litigation and as such liability coverage is within the authority of the Board to provide under state law. Except that, in no case, will individual Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions and legal proceedings.

SECTION 21. ATTORNEY FEES

In the event of any suit or action hereon, the prevailing party in such suit or action shall be entitled to reasonable attorney fees to be fixed by the trial court, if any appeal is taken, from the decision of the trial court, such further sum as may be fixed by the appellate court as reasonable attorney fees in the appellate court, together with the prevailing party's costs and disbursements incurred therein.

SECTION 22. APPLICABLE LAW

This Agreement is to be construed under the laws of the State of Oregon. The venue for resolving all legal disputes under this agreement shall be in the Circuit Court of _____County, Oregon.

IN WITNESS WHEREOF, the District, pursuant to the authority of its Board of Directors, by resolution duly and regularly adopted on ______, 20__, has caused two originals of this Agreement to be signed in the name of the District by the Chairperson of the School Board, and Superintendent has hereunto affixed his/her hand and seal the day and year first above mentioned.

DISTRICT:                     SUPERINTENDENT:

__________________________________________  _________________________________

APPROVED AS TO FORM

__________________________________________