

SUPERINTENDENT CONTRACT

The following shall be the Contract Agreement between the BOARD OF DIRECTORS OF PENDLETON SCHOOL DISTRICT NO. 16 R ("DISTRICT") AND Kevin Headings ("SUPERINTENDENT").

ARTICLE I - Term of Agreement

This contract commences July 1, 2022 and continues through June 30, 2025. Superintendent shall work 260 days of full and regular service during each fiscal year of the contract. At any time prior to the expiration of the contract period, the Board may extend the contract under terms mutually acceptable to the Superintendent. If the Board does not extend the contract, this statement constitutes the notice of nonextension required by ORS 342.513.

ARTICLE II – Duties

1. The Superintendent is the chief executive officer of the district.
2. The Superintendent is responsible for carrying out all policies, rules and regulations established by the District's Board of Directors ("Board").
3. In matters not specifically addressed in board policy, the Superintendent shall take appropriate action and report such action to the Board no later than its next regularly scheduled meeting.
4. All District personnel, except the District auditor and legal counsel for the District, are responsible to the Superintendent.
5. The Superintendent shall make rules and regulations for school personnel necessary to fulfill the policies of the Board. The Superintendent shall delegate responsibility and assign duties. Such action does not relieve the Superintendent from final responsibility for any action of a subordinate.
6. The Superintendent, or a designated representative, shall be present at all meetings of the Board, except as excused by the Board.
7. The Superintendent is District clerk, budget officer of the District, custodian of school funds, and is responsible for preparing and submitting a budget for all funds to the Board.
8. The Superintendent shall approve and direct all purchases and expenditures within the limits of the budget approved by the Board.
9. The Superintendent shall recommend to the Board for appointment, all personnel required for positions in the District.
10. The Superintendent shall provide for the regular evaluation of all District employees as provided for by Oregon law and board policy.
11. The Superintendent shall plan means to keep the community informed about school matters and shall serve as a representative of the schools before the public.
12. The Superintendent shall furnish throughout the life of this contract, a valid and appropriate license as defined in ORS 342.140 to act as Superintendent in the state of Oregon as directed by the Board.
13. The Superintendent agrees to devote full time, skill, labor, and attention to his employment hereunder during the term of this contract; provided, however, that the Superintendent, subject to prior Board approval, may undertake consultative work, speaking engagements, writing, lecturing, or other professional duties and obligations.
14. The Superintendent shall perform such additional duties as are from time to time assigned by the Board.

15. The Board shall, both collectively and individually, promptly refer all complaints, criticisms and suggestions to the Superintendent, for study and recommendation in accordance with District policy.

ARTICLE III – Professional Certification and Responsibilities of Superintendent

At all times during the term of this contract, the Superintendent shall hold a valid administrative certificate/license issued by the State of Oregon, qualifying him/her to serve as Superintendent.

ARTICLE IV – Compensation

Salary for 2022-2023 will be \$162,500 and paid in twelve (12) equal installments. The salary for each subsequent year shall be that sum which is mutually agreed upon between the Superintendent and the Board but shall in no event be less than the first year of this agreement. The District shall also pay six percent (6%) of the annual salary to a tax-deferred annuity selected by Superintendent for the benefit of the Superintendent.

Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become a part of the contract. It is provided, however, that by so doing it shall not be considered that the Board of Directors has entered into a new contract with the Superintendent nor that the termination date of the existing contract has been extended.

ARTICLE V - Fringe Benefits

Medical Benefits:

The District shall pay the premium for the Superintendent's fringe benefits "unit cost" for insurance premiums as follows:

The District's contribution for the insurance premiums for medical, dental, vision, and orthodontia coverage will be:

For July 1, 2022 – June 30, 2022 an amount to be determined based on the supervising contract agreement.

The Superintendent is responsible for the cost of the premium that exceeds the District's contribution.

Subject to the rules and regulations of the insurance carrier, the Oregon Educator Benefits Board (OEBB) and the Internal Revenue Service (state and federal), eligible employees who choose health insurance plans with a total monthly premium cost that is less than the District's contribution, will receive the difference between the actual premium cost and the employee's maximum District contribution as a contribution toward a Health Reimbursement Arrangement (HRA) for which the employee is qualified and eligible unless such contribution would create disadvantageous tax consequences for the District or the employee.

Subject to the rules and regulations of the insurance carrier, OEBB, and the IRS, eligible employees who maintain and provide proof of another medical benefit plan may opt-out of District sponsored health insurance coverage. Employees who opt-out of health insurance coverage, and who are otherwise eligible

for a District contribution toward insurance premiums, shall receive 35% of the employee's maximum District insurance contribution as a contribution toward a District sponsored Health Reimbursement Arrangement (HRA) as long as such contribution would not create disadvantageous tax consequences for the District or the employee.

Eligible employees who do not maintain and provide proof annually of another employer sponsored group medical plan will not be permitted to opt-out of the District sponsored group insurance coverage.

Subject to the rules and regulations of the insurance carrier, the Oregon Educator Benefits Board (OEBB) and the Internal Revenue Service (state and federal), eligible employees who choose the HSA Plan with a total monthly premium cost that is less than the District's contribution, will receive the difference between the actual premium cost and the employee's maximum District contribution (not to exceed the maximum amount allowed by the IRS) as a contribution toward a Health Savings Account (HSA), providing that the employee is qualified and eligible, unless such contribution would create disadvantageous tax consequences for the District or the employee.

Life Insurance:

The District will pay an amount not to exceed \$42.50 per month for the Superintendent toward the Superintendent's life insurance programs including: a.) Term b.) Universal c.) Whole Life and d.) Other options.

The District further will pay the premium cost for Term Life for \$50,000 for the employee only.

Short- and Long-Term Disability:

The Superintendent will pay the premium cost for Short Term and/or Long-Term Disability Insurance. The carrier will be the same as selected by the Supervisory Staff Group. Participation in this program is optional.

ARTICLE VI – Work Year/Vacation

The Superintendent shall work a 260-day contract, including 9 holidays (Independence Day, Labor Day, Veterans Day, Thanksgiving and the day after, Christmas Day, New Year's Day, Martin Luther King Jr Day and Memorial Day) and vacation as provided below. The Superintendent shall prepare and provide to the Board Chair no later than July 15 of each year a calendar of expected absences from the District, and shall therefore update the calendar throughout the year, with notice to the Board Chair

The Superintendent shall receive twenty (20) days of vacation annually, exclusive of legal holidays and Round-Up (f5 days). Board believes vacation time is important to the overall health and well-being of its employees. To that end, up to five (5) unused vacation days per year annually may be accumulated to a maximum of twenty (20) days. At the time of separation or retirement from the District the Superintendent shall be paid for all unused vacation days, not to exceed the maximum of twenty (20) days. The Superintendent may cash out a maximum of five (5) vacation days per fiscal year at the Superintendent's daily rate of pay.

ARTICLE VII - Expense Reimbursement

Expense Allowance: The expense allowance for the Superintendent will be \$200 per month for in-district travel and \$75 per month for telecommunications.

Recognizing the importance of a strong working relationship between the schools and the community, the District shall pay dues, membership fees and related expenses for the Superintendent's membership in one service and/or civic association.

ARTICLE VIII – Public Employees Retirement System (PERS)

The District agrees to pay the six percent (6%) employee's portion of retirement contributions to the Public Employees' Retirement System/Oregon Public Service Retirement Plan. In the event that during the life of this agreement it becomes impossible for reasons of law, regulation or decisions of the courts for the District to make the employee's contribution, six percent (6%) shall be added to the base salary. The District shall then be relieved of its obligation to pay the employee's contribution.

1. The District shall not withhold from members' monthly salary the employee contribution/payments required by ORS 238.200 and ORS 238A.330;
2. The District shall pay the six percent (6%) employee contribution required by ORS 238.200 and ORS 238A.330. The full amount of required employee contributions paid pursuant to this Section shall be considered as "salary" within the meaning of ORS 238.005(26) and ORS 238A.005(17)(b)(F) with respect to PERS for the purpose of computing an employee member's "final average salary" within the meaning of ORS 238.005(9) but shall not be considered "salary" for the purpose of determining the amount of employee contribution required to be contributed pursuant to ORS 238.200. Any amount paid shall be considered to be employee contributions for all purposes under Chapter 238 and Chapter 238A. The employer will file any required notices with the Public Employees Retirement Board.

ARTICLE IX – Dues

The District shall pay the Superintendent's dues to COSA (Coalition of Oregon School Administrators) which includes membership in OASE (Oregon Association of School Executives), and dues to AASA (American Association of School Administrators).

ARTICLE X – Tuition Payment

The Superintendent may be reimbursed in full up to the prevailing quarter hour tuition rate of the Oregon State System of Higher Education, with prior approval of the Board, for a maximum of four (4) approved semester hours or six (6) approved quarter hours of credit each year. Approved hours are those that are part of an advanced degree program, administrative recommendations for professional advancement or growth, endorsement completion for standard certification or certification renewal. Reimbursement claims must be made within three (3) months of the satisfactory completion of a course unless the Superintendent documents she/he has not received a record of completion.

The Superintendent shall file an official transcript with the Human Resources Department.

If the Superintendent terminates his/her employment, he/she will not be reimbursed for courses taken after the close of the spring quarter of that contractual year.

ARTICLE XI - Professional Growth of Superintendent

District encourages the continuing professional growth of Superintendent through Board approved participation in:

1. The operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school board associations.
2. Seminars and courses offered by public or private educational institutions;
3. Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Superintendent to perform his professional responsibilities for District; and
4. Registration and participation in college courses.

In its encouragement, District shall permit a reasonable amount of release time for Superintendent to attend to such matters and pay for the necessary fees for travel, registration, tuition, and subsistence expenses as approved by the Board.

ARTICLE XII- Paid Leaves

Sick Leave shall accumulate at the rate of one day per contract month and be administered in accordance with ORS 342.596. Unlimited accumulation of Sick Leave is allowed. The Superintendent may transfer into the District from the most recent employing Oregon school district up to a maximum of the total amount of accumulated sick leave.

Personal Business Leave - Two (2) days shall be permitted with no rights of accumulation. Up to three (3) additional days may be granted by the Board as makeup days outside of the contract year.

Family Leave - The Superintendent shall receive up to five (5) days leave per year with pay in case of the illness or injury to a member of his/her family.

Bereavement Leave will be allowed up to five (5) days per school year.

In the event emergency conditions arise, an extension of the leave may be determined by the Board upon the individual merits of the situation.

ARTICLE XIII – Professional Liability

- A. The District shall defend, hold harmless, and indemnify Superintendent from any and all tort claims or demands brought against Superintendent in his individual capacity or official capacity as an employee of the District, whether groundless or otherwise, provided the incident arose while the Superintendent was acting in the performance of duty and that the act or omission did not constitute malfeasance in office or willful or wanton neglect of duty. Liability coverage

provided is limited to that which is within the authority of the Board to provide. In no case will individual Board members be considered personally liable for indemnifying administrators against such claims or demands.

- B. If in the good faith opinion of Superintendent, conflict exists as regards the defense to such claim between the legal position of Superintendent and the legal position of District, the Superintendent may engage counsel in which event District shall indemnify the Superintendent for the costs of legal defense as permitted by State law.
- C. District shall not, however, be required to pay any costs of any legal proceedings in the event District and Superintendent have adverse interests in such litigation.

ARTICLE XIV – Termination

- A. Termination by Mutual Consent: This contract may be terminated at any time by the mutual consent of the parties.
- B. Termination by Superintendent: The Superintendent may resign upon ninety (90) days advance notice in writing.
- C. Termination for Cause: The District may terminate this contract for cause. Cause shall consist of any of the grounds upon which a contact administrator may be dismissed under the then-existing laws of the State of Oregon. Termination for cause may take place only following a 10-day written predetermination notice, containing specific charges and an opportunity for a hearing before the Board. Superintendent shall be entitled to appear before the Board to refute, orally and/or in writing, such charges and Superintendent may be represented by legal counsel at Superintendent's sole cost and expense. Such meetings hearing shall be conducted in executive sessions as provided by Oregon Law, with any action to dismiss taken in open session. Following the hearing, Superintendent shall be provided with a written statement setting forth the decision of the Board.
- D. Termination without Cause: The District may terminate this contract without cause with 365 days advance notice, and may place the Superintendent on paid administrative leave until the effective date of the termination. During that leave period, the Superintendent is not approved to work in any other administrative or teaching position in any other educational institution, except as agreed with the Board in writing.

ARTICLE XV – Legal Conflict

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

ARTICLE XVI - Evaluation

1. An evaluation of the Superintendent's performance of his/her duties will be conducted no later than February 15 of each year this contract is in effect. The Board shall notify the Superintendent in writing no later than February 15 of each year of the results of the evaluation and the Board's intention to continue, terminate, or modify this contract. In addition, a mid-year review will take place. The mid-year review will be to determine the progress made by the superintendent on the board's goals, other requests made by the board, the fulfillment of the responsibilities referenced in the job description and contractual requirements listed in this employment agreement.
2. At the same time that the Board communicates to the Superintendent the results of the evaluation, the Board may communicate its desire to extend the terms of this contract for an additional year beyond the then scheduled termination date. Within two (2) weeks of such communication, the Superintendent shall, in writing, respond to the Board's offer of an extension, and he shall cause the subject of any offered extension to be placed on the agenda of the March board meeting.
3. This method of extending the contract may be exercised as many times as the parties hereto agree with the limitation that extensions may occur once a year and the total term of the contract shall not exceed three years.

ARTICLE XVII – Applicable Law

This Agreement is governed by Oregon law and is subject to all applicable Oregon laws.

Agreed to and signed by:

Board Chairman

Date

Superintendent

Date