

**ASSISTANT SUPERINTENDENT  
EMPLOYMENT CONTRACT  
July 1, 2026- June 30, 2029**

The following shall be the Contract Agreement between the PENDLETON SCHOOL DISTRICT NO. 16 R ("DISTRICT") AND Matt Yoshioka ("ASSISTANT SUPERINTENDENT").

**ARTICLE I - Term of Agreement**

This contract commences July 1, 2026 and continues through June 30, 2029. Assistant 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 Assistant Superintendent. If the Board does not extend the contract, this statement constitutes the notice of nonextension required by ORS 342.513.

**ARTICLE II – Duties**

The Assistant Superintendent shall assist the Superintendent of the District. As such, the Assistant Superintendent shall assist in the responsibility for the execution of Board policy, whereas the Board shall retain the responsibility for formulating and adopting policy. The Assistant Superintendent agrees to diligently and faithfully perform the duties of the position pursuant to, and in compliance with, the laws of the State of Oregon and in conformance with the rules and policies of the District and the directions of the Superintendent and the Board.

The Assistant Superintendent shall attend each meeting of the Board, except when excused by the Superintendent or the Board. Additionally, the Assistant Superintendent shall aid in suggesting policies, regulations, rules, and procedures deemed necessary for the efficient and effective functioning of the District and in general shall assist in performing all duties incident to the office of Superintendent and other such duties as may be specified and/or delegated by the Board.

The Assistant Superintendent hereby agrees to devote his or her full time, skill, labor, and attention to District employment during the term of this Contract, however, the Assistant Superintendent may undertake a reasonable amount of consultative work, speaking engagements, writing, lecturing or other similar professional duties and obligations.

**ARTICLE III – Professional Certification and Responsibilities of Assistant Superintendent**

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

**ARTICLE IV – Compensation**

Salary for 2026-2027 will be \$175,000 and paid in twelve (12) equal installments. The salary for each subsequent year of the contract shall be increased by the same Cost of Living Allowance (COLA) as that provided by the Pendleton Administrative Staff consultation agreement.

**Longevity:**

An annual longevity stipend will be added to the Director's base salary following the years of service as indicated within the Administrative Staff Consultation Agreement.

**ARTICLE V - Fringe Benefits****Medical Benefits:**

The District shall pay the premium for the Assistant 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 equivalent to the Pendleton Administrative Staff consultation agreement.

The Assistant 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 \$42.5 per month for the Assistant Superintendent toward the Assistant 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 Assistant 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 Assistant 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 Assistant Superintendent shall receive twenty (20) days of vacation annually, exclusive of legal holidays and Round-Up (5 days). The 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 Assistant Superintendent shall be paid for all unused vacation days, not to exceed the maximum of twenty (20) days. The Assistant Superintendent may cash out a maximum of five (5) vacation days per fiscal year at the Assistant Superintendent's daily rate of pay.

**ARTICLE VII - Expense Reimbursement**

Expense Allowance: The expense allowance for the Assistant Superintendent will be \$200 per month for in-district travel and \$125 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 Assistant Superintendent's membership in one service and/or civic association.

**ARTICLE VIII – Public Employees Retirement System (PERS)**

The Assistant Superintendent shall pay six percent (6%) of their gross salary to the Public Employees Retirement System.

**ARTICLE IX – Dues**

The District shall pay the Assistant Superintendent's dues to COSA (Coalition of Oregon School Administrators) and the appropriate administrative professional group within the state association structure.

**ARTICLE X – Tuition Payment**

The Assistant 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 Assistant Superintendent documents she/he has not received a record of completion.

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

If the Assistant Superintendent terminates their employment, they will not be reimbursed for courses taken after the close of the spring quarter of that contractual year.

#### **ARTICLE XI - Professional Growth**

District encourages the continuing professional growth of Assistant 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 and mentorship opportunities with other persons whose particular skills or backgrounds would serve to improve the capacity of Assistant Superintendent to perform his professional responsibilities for District; and
4. Registration and participation in college courses.

In its encouragement, the District shall permit a reasonable amount of release time for Assistant 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.

Personal Business Leave - Three (3) days shall be permitted with accumulation to five (5) days. Up to three (3) additional days may be granted by the Superintendent as makeup days outside of the contract year.

Family Leave - The Assistant Superintendent shall receive up to five (5) days leave per year with pay in case of the illness or injury to a member of their 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 Superintendent upon the individual merits of the situation.

### **ARTICLE XIII – Retirement**

Early retirement will be an option for the Assistant Superintendent at age fifty-one (51).

When the Assistant Superintendent has reached the age of fifty-one (51) with ten (10) years in the district, with at least five (5) years as an administrator, the district will offer the following retirement plan:

The monthly retirement stipend will be based on the last regular contract salary for the Assistant Superintendent divided by the number of months until the age of sixty-five (65). The monthly stipend will not exceed that which is calculated for age fifty-eight (58).

The retirement stipend paid to age 65 shall be used by the retiree for insurance coverage for health benefits including medical, dental, vision, life, long-term care, and other health care.

**SPOUSE SURVIVAL BENEFIT:** In the event of the retired Assistant Superintendent's death, the remaining monthly payments will be paid to the eligible surviving spouse. These payments will be spread over the same number of months of eligibility as if the retiree had not died and will continue until the retired Assistant Superintendent would have reached age sixty-five (65). If there is no surviving spouse, the District's obligation shall be deemed satisfactory.

### **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 Assistant Superintendent: The Assistant 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. Assistant Superintendent shall be entitled to appear before the Board to refute, orally and/or in writing, such charges and Assistant Superintendent may be represented by legal counsel at Assistant Superintendent's sole cost and expense. Such meetings shall be conducted in executive sessions as provided by Oregon Law, with any action to dismiss taken in open session. Following the hearing, Assistant Superintendent shall be provided with a written statement setting forth the decision of the Board.
- D. Termination without Cause: The District may dismiss Assistant Superintendent as Assistant Superintendent and terminate this Employment Contract without any showing of cause upon ten (10) days' written notice and a notice that the District will pay up to 12-months of Assistant Superintendent's compensation outlined in Article IV, and the insurance benefits of Article V or the balance of such payments due under this Employment Contract, whichever are less. In

exchange, the Assistant Superintendent will agree to provide consulting services to the District during the term of payment.

**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**

At least once each fiscal year the Assistant Superintendent shall be evaluated by the Superintendent. The written evaluation of the Assistant Superintendent shall become a permanent part of the personnel file.

**ARTICLE XVII – Applicable Law**

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

Agreed to and signed by:

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Beth Harrison, School Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michelle Jensen, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matt Yoshioka, Assistant Superintendent

\_\_\_\_\_  
Date