

**EMPLOYMENT AGREEMENT BETWEEN  
TIM COOK  
AND  
THE BOARD OF EDUCATION  
OF CLACKAMAS COMMUNITY COLLEGE**

**RECITALS**

This Employment Agreement ("Agreement") is made and entered into this June 26, 2024 between the Board of Education of Clackamas Community College, hereinafter referred to as "the College" or "the Board," and Tim Cook, hereinafter referred to as "the President."

The President desires to serve as the Chief Executive Officer of the College and to perform all duties required by that office; and

The Board desires that the President serve as Chief Executive Officer to supervise and direct the College and its educational programs under the general supervision of the Board; and

The Board and the President desire to provide the President with this Agreement in order to enhance the administrative stability and continuity of the position of the President, which the Board believes generally improves the quality of its education programs; and

The Board and the President believe that this Agreement is necessary to describe specifically their respective relationships and to serve as the basis of effective communication between them as they mutually fulfill their governance and administrative obligations.

**AGREEMENT**

In consideration of the foregoing, the College hereby employs the President as Chief Executive Officer of the College; and the President hereby accepts such employment upon the following terms and conditions:

1. TERM. The College hereby contracts the President's employment for a 36-month term, beginning on the 1<sup>st</sup> day of July, 2024, and ending on the 30<sup>th</sup> day of June, 2027 (the "Initial Term"). At the expiration of the Initial Term and any term thereafter, the Agreement will automatically renew for an additional one-year term (the "Renewal Term") unless either party provides notice of intent to not renew, or unless otherwise terminated pursuant to Section 12 below.

At or before any July Board meeting prior to this Agreement expiring for any term, the President shall provide the Board with his intent to continue in the position. The Agreement will be renewed no later than the January Board meeting of the following year, pending a successful evaluation by the Board of the President.

2. COMPENSATION. The College shall pay the President a salary of \$240,759.64, payable in the same intervals as other administrative and supervisory staff. Thereafter, the President's salary may be adjusted in connection with the annual evaluation conducted pursuant to Section 7. In addition to any such adjustment to the President's salary, the President's salary shall be increased each July 1 during the Initial Term and any Renewal Term by the percentage increase granted to other administrative and supervisory staff of the College. The President's base salary shall not be decreased (including after any increases pursuant to this Section 2) without the President's written consent. As additional compensation, the College will deposit to an account of the President's choosing a tax-sheltered annuity payment in the amount of \$2,000 per month. Annuity payments may be modified in the future by the Board and the President by mutual agreement.
3. OPSRP RETIREMENT. The College agrees to transmit to the Oregon Public Service Retirement Plan (i) an amount at least equal to the same percentage of salary, as defined in ORS 238A.005(17), contributed by the College for its other administrative and supervisory staff as the employer contribution, and (ii) as provided by ORS 238A.335, the President's contribution under ORS 238A.330 as additional amounts paid by the College and without reduction of the President's base salary.
4. RESPONSIBILITIES OF THE PRESIDENT. The President shall serve as the Chief Executive Officer (CEO) of the College. As such, the President shall have the primary responsibility for implementation and execution of Board policy, whereas the Board shall retain primary responsibility for formulating and adopting said policy.

As CEO of the College, the President shall perform the duties of the President as prescribed by the laws of the State of Oregon. In addition to the powers and duties set forth in the Oregon Revised Statutes and Oregon Administrative Rules, the President shall have the additional powers and duties in the position description of the President set forth in Exhibit 1, attached hereto and made a part hereof. The Board reserves the right to modify the position description of the President in the future, at its sole discretion, and if the position description is so modified, it shall be included within this Agreement as an amended Exhibit 1.

The President shall be responsible for all personnel matters, including selection, assignment, evaluation, and transfer of college employees, subject to oversight of the Board and consistent with Oregon law and Board policy.

The President shall:

- a) Establish and maintain an appropriate community relations program;
  - b) Maintain and improve the President's professional competency by appropriate available means, including (but not limited to) reading appropriate professional journals and participating in the activities of appropriate professional associations;
  - c) Present recommendations to the Board on any subject under consideration prior to action being taken by the Board; and
  - d) Unless specifically excused by the Board, the President will attend all Board meetings and all Board and citizen committee meetings, serving ex officio on such committees.
5. CRITICISM/COMPLAINTS. The Board, either individually or collectively, shall promptly refer all material criticism, complaints, and suggestions regarding the College, its program, and staff, that are called to its attention, to the President for appropriate study and possible recommendation to the Board. In the event the Board receives criticism, complaints, and suggestions concerning the President, the Board shall provide notice to the President and determine the appropriate course of action as to how such issues should be addressed.
6. GOALS AND OBJECTIVES. Annually between October and March, the President and the Board shall meet to establish and mutually agree upon College goals and objectives for the ensuing school year. Each year, those goals and objectives shall be reduced to writing and shall be among the criteria by which the President is evaluated as hereinafter provided.

Additionally, the President and the Board shall meet annually to establish and mutually agree upon Board goals and objectives for the ensuing school year.

7. EVALUATION. Annually in November, unless a meeting in open session is requested by the President, the Board and the President shall meet in executive session for the purpose of evaluation of the performance of the President by the Board for the previous fiscal year.

The Board shall prepare a written document for public disclosure that accurately reflects the character of the Board's evaluation of the President.

This evaluation and assessment shall be based on the responsibilities of the President as provided in Section 4 and the goals and objectives of the College as provided in Section 6 for the year in consideration.

8. VACATION AND OTHER BENEFITS. The President shall be entitled to all benefits applicable to full-time administrative employees, including, but not limited to, vacation, illness benefits, leaves, and insurance, including as follows:
- a) The President shall be entitled to accrue 16 hours per month of paid vacation with a maximum accrual of 384 hours. The President may carryover accrued, unused paid vacation to a subsequent calendar year (up to the maximum of 384 hours). The President shall be compensated for all accrued, unused paid vacation at the salary in effect upon termination of employment. In addition, the President shall be entitled to the following paid holidays: Floater Day for Lincoln's Birthday, Juneteenth, Thanksgiving Day and the Friday after Thanksgiving, Labor Day, Veterans Day, Independence Day, the last working day before Christmas, Christmas Day, New Year's Day, Martin Luther King Day, Presidents' Day, and Memorial Day.
  - b) The President shall accrue eight hours of paid sick leave for each month worked, up to a maximum of 12 days per calendar year. The President may carryover accrued, unused paid sick leave to subsequent calendar years. Paid sick leave is not paid out upon termination of employment.
  - c) The President shall be entitled to up to three days of paid personal/emergency or bereavement leave during each calendar year during employment with the College.
  - d) The College shall, during the President's employment with the College, pay the premiums for coverage for medical, dental, vision, life, and long-term disability to a maximum of those benefits paid for the College's administrative and supervisory staff.
  - e) The College shall reimburse the President for actual costs incurred in the performance of duties for the College upon approval by the Chair of the Board. Reimbursement for such expenses shall be conditioned upon the provision of satisfactory receipts.
  - f) Financial Planning. The College shall pay for the services of a financial planner, not to exceed \$2,000.
9. PROFESSIONAL DEVELOPMENT. The President shall be entitled to accrue 10 days professional development leave each calendar year, which may accrue up to a maximum of 20 days. The College will not pay unused professional development leave in the event this agreement is terminated or not extended or renewed. The College will pay for any necessary tuition, travel, and subsistence expenses for the professional development. The amount of the College's payment will be limited to amounts budgeted for the professional development. Not later than July 31 of each year, the President shall provide the Board Chair and Vice Chair a tentative calendar

of professional development leave. The President must notify the Board Chair in advance of any national travel.

10. AUTOMOBILE ALLOWANCE. The President's duties require the use of an automobile. The President shall have a valid Oregon or Washington State driver's license and shall notify the College of any change in license status (e.g. suspension or revocation). The College shall pay the President \$1,000 per month (paid monthly) for an automobile allowance as part of his compensation package to cover the costs of travel by automobile. This amount is intended to compensate the President for all automobile travel related expenses, including mileage and responsibility for liability, property damage, and comprehensive auto insurance. The President is also responsible for the provision, operation, maintenance, repair, and replacement of his own automobile for use while on the job.
11. CIVIC AND PROFESSIONAL INVOLVEMENT. The College shall pay dues and expenses in full for such organizations both parties deem appropriate.
12. ADDITIONAL EXPENSE ACCOUNT. The College shall provide the President with an additional expense account for use at the President's discretion in the interests of the College in a monthly amount of \$400. This amount may be increased by mutual agreement of the President and the College.
13. TERMINATION OF EMPLOYMENT AGREEMENT. This Employment Agreement may be terminated by:
  - a) Mutual agreement of the parties.
  - b) By the College in the event the President is incapacitated after following all applicable laws and regulations.
  - c) The President upon 120 days prior written notice.
  - d) Termination for cause.

The President's employment with the College may be terminated immediately at the sole discretion of the Board and without a right to severance of any kind, upon the Board finding that any of the following events occurred:

- i. The President's willful failure or refusal to comply with the written policies, standards, and regulations of the Board that are now in existence or that from time to time are established that is not remedied within 10 business days of written notice from the College;

- ii. The Board has reasonable cause to believe the President has committed fraud, misappropriated funds, goods, or services to either his own or some other private third-party's benefit and/or other similar acts of misconduct such that the College is or may be economically or financially injured thereby;
- iii. The President's continued failure (except where due to physical or mental incapacity) to perform faithfully or diligently his job duties hereunder after 10 business days' written notice from the College requesting such performance and specifying the President's alleged non-compliance; or
- iv. The President's conviction of, or plea of guilty to, the commission of a felony or a crime involving moral turpitude.

Notice of discharge for cause shall be given in writing and the President shall be entitled to a hearing before the Board consistent with ORS 192.660(2)(b) or that statute's successor. The President may be accompanied by legal counsel. The Board shall be provided with a written record of the meeting and the Board's determination.

e) Termination without cause.

This Employment Agreement may be terminated without cause for any reason whatsoever by the Board during the Initial Term or any Renewal Term. In the event the President is involuntarily terminated by the Board before expiration of the Initial Term or any Renewal Term, the Board shall pay to the President a severance payment in an amount equal to six months of the President's highest salary as stated in Section 2. Should the Board not renew the agreement at the end of the Initial Term or any Renewal Term, or the Agreement ends pursuant to (a) through (c) above, the President is not eligible for severance pay.

- 14. College Rules and Regulations. All College rules and regulations (including any applicable personnel policies) as they now exist, and hereafter may be amended, shall apply to the President as they would to other employees of the College, unless they conflict with the terms of this Agreement in which event the terms of this Agreement shall control.
- 15. PROFESSIONAL LIABILITY. The College shall hold harmless and indemnify the President to the fullest extent permitted by the Oregon Tort Claims Act and Oregon Constitution from any and all demands, claims, suits, or legal proceedings, whether civil, criminal, administrative, or investigative, threatened or brought against the President in his individual capacity or in his official capacity as agent and employee of the College, provided the incident arose while the President was acting within the scope of employment. This indemnification shall include all expenses (including advancement and payment of attorneys' fees), judgments, fines, and amounts paid in settlement (if

such settlement is approved in advance by the College, which approval shall not be unreasonably withheld) actually and reasonably incurred by the President. In no case will individual Board members be considered personally liable for indemnifying the President against such demands, claims, suite, actions, and legal proceedings.

16. DISPUTE RESOLUTION: Any dispute or claim that arises out of or that relates to this Agreement, or that relates to the breach of this Agreement, or to the existence, scope, or validity of this Agreement, or that arises out of or that is based upon the employment relationship (including any wage claim, any claim for wrongful termination, or any claim based upon any statute, regulation, or law, including those dealing with employment discrimination, sexual harassment, or civil rights, age, or disabilities), including tort claims (except a tort that is a “compensable injury” under Workers’ Compensation Law), or a dispute between the College and the President arising before, during, or after employment, shall be resolved by final binding arbitration in accordance with the then effective arbitration rules of (and by filing a claim with) Arbitration Service of Portland, Inc., and judgment upon the award rendered pursuant to the arbitration may be entered in any court having jurisdiction. The parties acknowledge that mediation usually helps parties settle their dispute. Therefore, before or after initiating the arbitration process, either party may propose mediation through any mediation process or mediator as the parties may agree upon. Parties shall split the mediator’s and arbitrator’s fees. Notwithstanding any other provision to the contrary, this Section 15 shall not apply to a hearing conducted pursuant to ORS 192.660(2)(b).
17. GOVERNING LAWS AND FORUM. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Oregon. The parties hereto further agree that any action brought to enforce any right or obligation under this Agreement shall be subject to the exclusive jurisdiction of the courts of the State of Oregon.
18. SAVINGS CLAUSE. If, during the term of this Agreement, it is found that a specific clause or portion of a clause is contrary or becomes contrary to state or federal law, the remainder of the Agreement not affected by such a ruling shall remain in force.
19. MODIFICATION. This Agreement may only be modified in writing by mutual agreement of the parties.
20. WAIVER OF BREACH. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
21. ENTIRE AGREEMENT. This Agreement is the entire agreement between the President and the College as to the employment of the President by the College. No representation, communication, promise, inducement, or agreement made by either party, or agent of either party, which is not contained in this written Agreement, shall be valid or binding.

22. NOTICES. Any notices that are required under the terms of this Agreement shall be in writing and hand-delivered to the parties or by registered or certified mail, return receipt requested, at the following addresses.

COLLEGE  
Director of Human Resources  
Barlow Hall, Room 240B  
19600 Molalla Avenue  
Oregon City, OR 97045

PRESIDENT  
Office of the President  
Roger Rook Hall, Room RR 134  
19600 Molalla Avenue  
Oregon City, OR 97045

IT WITNESS WHEREOF the College by authority vested in the Board, has caused this Employment Agreement to be approved and effective on the day and date specified in the Preamble.

COLLEGE: Kathy Hyzy, Board Chair

BY \_\_\_\_\_ DATE \_\_\_\_\_

PRESIDENT: Tim Cook

BY: \_\_\_\_\_ DATE \_\_\_\_\_