

EMPLOYMENT CONTRACT

between

SCHOOL BOARD of the THREE RIVERS SCHOOL DISTRICT

and

**PATRICIA ADAMS
SUPERINTENDENT**

This Employment Contract is effective as of April 15, 2013, by and between the THREE RIVERS SCHOOL BOARD OF DIRECTORS, as (School Board") and Patricia M. Adams, 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 fulfill their governance and administrative functions in the operation of the education program of the Three Rivers 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 Three Rivers School District for a one-year term commencing July 1, 2013, and ending June 30, 2014.

2. SUPERINTENDENT AND BOARD RESPONSIBILITIES

The Superintendent shall be the Chief Executive Officer of the district. As such, the Superintendent shall have the primary responsibility for execution of Board policy, whereas the Board shall retain the primary responsibility for formulating and adopting that policy.

3. DUTIES

As chief executive officer, the Superintendent shall perform faithfully, and to the best of 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 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; subject to the approval of the Board.
- b) 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 Board policy and any applicable collective bargaining agreement.

- d) All district personnel, except legal counsel, shall be responsible to the Superintendent.
- e) The Superintendent shall 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 of directors 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 require 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) Serves as executive officer of the budget committee as required by ORS 294.311
- k) Has authority to 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 of directors made at any regular or special meeting.

The School Board, individually and collectively, shall promptly refer to the Superintendent for her study and recommendation, all criticisms, complaints and suggestions brought to their attention. The Superintendent shall investigate and consider the same and report thereon to the School Board as soon as practicable thereafter.

4. COMPENSATION

In consideration of a salary of \$117,000 for the period of July 1, 2013 through June 30, 2014, 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 compensation shall be divided into Twelve (12) monthly installments.

5. FRINGE BENEFITS: The superintendent shall be entitled to participate in the following fringe benefits:

- a) *Annuity:* The district shall contribute to the Superintendent's tax deferred annuity account in the amount of \$850 per month in twelve (12) monthly installments.
- b) *Professional Dues:* The School Board shall pay the cost of Superintendent's professional membership's dues and fees and for such other professional and/or service organizations.
- c) *Medical, Dental and Life Insurance:* The Superintendent shall receive at least medical, dental, vision and other benefits provided to other licensed employees.
- d) *Vacation Day and School Break:* The Superintendent shall be entitled to twenty paid vacation days. All accumulated vacation time (not to exceed ten days) will be paid to the Superintendent in the next pay period following resignation or termination at the then effective per diem rate of pay calculated based on the actual number of days the Superintendent is required to work.
- e) *Paid Holidays:* The Superintendent shall be entitled to all paid holidays recognized by the School Board, and as made available to any other administrative employees.

- f) *Sick Leaves*: The Superintendent shall be granted twelve (12) days of paid sick leave for illness, injury and emergencies to be used pursuant to district policy and law.
- g) *Other paid leaves*: The Superintendent shall be entitled to all other leaves of absence such as bereavement, personal, or professional days, as are available to other administrative staff.
- h) *Transitional days and moving expense*: The district will provide up to 8 transitional days prior to July 1, 2013. These days are to be used as compensatory days after July 1st. Moving expenses will not exceed \$2500.
- i) *Cellular Telephone and Travel Allowance*: In light of the unique nature of the professional duties of the Superintendent, the District agrees to pay the Superintendent \$300 per month for operation of her personal cellular telephone and vehicle.

6. TERMINATION OF EMPLOYMENT CONTRACT

- a) *Termination at the request of the Superintendent*. In the event the Superintendent intends to act to terminate this employment agreement prior to its termination date, she will notify the School Board immediately of her intentions. She shall give the district no less than forty-five (45) days written notice. It is agreed that such request be accepted by the District.
- b) *No cause termination of Contract*. The DISTRICT may discharge the SUPERINTENDENT as SUPERINTENDENT and terminate this contract, without showing any cause, upon forty-five (45) days' written notice.

7. MODIFICATION

This Employment Contract 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 the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced; provided, however, that Superintendent's compensation may be increased and the term of this Contract may be extended at any time by 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.

8. HOLD HARMLESS

The School Board agrees, as a further condition of the Superintendent's employment contract, that it will defend, hold harmless and indemnify the Superintendent, her spouse and marital community from any and all third party demands, claims, suits, actions, damages, costs, charges and expenses, including court costs and attorney's fees; provided that the incident out of which such demands, claims, suits, actions, damages, costs, charges and expenses arise have occurred while the Superintendent is acting within the scope of his or her employment and during the good faith performance of her contract. The District shall provide the Superintendent with a legal defense provided that if a conflict exists between the legal position of the Superintendent and the District, the Superintendent may, with the concurrence and agreement of the School Board, obtain independent counsel which reasonable fees thereof shall be indemnified by the District if the Superintendent is entitled to a defense as provided above. This provision is not intended to apply to any dispute or legal action of any kind between the Superintendent and the District. Entitlement to costs, damages, and/or fees of any nature, including attorney's fees in all such disputes and actions between the Superintendent and the District which may arise, shall be the responsibility of the District only to the degree required by the laws of the State of Oregon.

9. 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.

END

This Contract represents the total agreement between the parties regarding the employment of the Superintendent by the School Board and there are no verbal agreements that modify its terms.

Accepted this 9th day of May, 2013

By: _____
Superintendent

ACCEPTANCE APPROVED ON _____, 2013
By the School Board of Directors of the Three Rivers School District

By: _____
School Board Chairman

School Board Vice-Chairman