

**EMPLOYMENT AGREEMENT
BETWEEN
THE GOVERNING BOARD OF
MEDFORD SCHOOL DISTRICT 549C
AND
BRET CHAMPION**

This EMPLOYMENT AGREEMENT (“this Agreement”), made and entered into effective as of the 1st day of July, 2024, by and between Medford School District 549C, hereinafter referred to as DISTRICT, and Bret Champion, hereinafter referred to as SUPERINTENDENT.

WITNESSETH:

WHEREAS, DISTRICT and SUPERINTENDENT are parties to that certain Employment Agreement entered into effective as of July 1, 2023, with a term expiring on June 30, 2026; and

WHEREAS, ORS 332.505(2) and DISTRICT Board Policy CBC provide that contracts with superintendents shall not be issued for more than three (3) years in duration; and

WHEREAS, DISTRICT desires to extend the term of SUPERINTENDENT’S employment with DISTRICT by granting SUPERINTENDENT a new contract with a three-year term;

NOW THEREFORE, in consideration of the mutual promises contained herein, DISTRICT hereby continues the employment of SUPERINTENDENT as Superintendent of Schools in and for said DISTRICT, and SUPERINTENDENT hereby agrees to such employment upon the terms and conditions following:

AGREEMENT:

1. TERM.

The term of this Agreement begins July 1, 2024, and continues through and automatically expires at midnight on June 30, 2027, unless sooner terminated under the specific provisions of this Agreement. This Agreement may be extended each year for one additional year by mutual agreement on or before July 1st of each year creating a rolling three-year contract.

2. SALARY.

SUPERINTENDENT shall be paid an annual salary for each period from July 1 through June 30 of this Agreement (as used in this Agreement, each period from July 1 to the next June 30 shall be referred to as a “contract year”). SUPERINTENDENT’s salary shall be paid in twelve (12) equal monthly payments; provided, however, that the monthly salary shall be prorated accordingly in the event that SUPERINTENDENT’s employment with DISTRICT is terminated prior to the end of any month.

For contract year 2024-25, SUPERINTENDENT’s annual salary shall be \$278,966.00, which is a 4.3% increase over the salary paid in 2023-24 and equal to the bargained for

COLA increase set forth in the bargaining agreement between DISTRICT and the Medford Education Association for the period from July 1, 2023 – June 30, 2026 (“the Bargaining Agreement”).

For contract year 2025-26, SUPERINTENDENT’s annual salary shall be \$287,335.00, which is a 3.0% increase over the salary paid in 2024-25 and equal to the bargained for COLA increase set forth in the Bargaining Agreement.

For contract year 2026-27, the annual salary shall be increased from the annual salary paid to SUPERINTENDENT for the preceding contract year by the same percentage increase, if any, as the bargained for COLA increase that may be set forth in the then current bargaining agreement between DISTRICT and the Medford Education Association.

The annual increases to SUPERINTENDENT’s salary as provided herein are the same percentages as the bargained for increases with DISTRICT’s licensed staff and in the event that the parties mutually agree to extend the term of this Agreement for one or more additional years as provided in Section 1, above, any increases in salary for such additional years will also be the same percentage increase given to DISTRICT’s licensed staff for such additional years.

3. BENEFITS.

Except to the extent this Agreement provides to the contrary, SUPERINTENDENT shall be provided those same employment benefits provided to DISTRICT administrators as approved and budgeted. In addition, SUPERINTENDENT shall be entitled to participate in the following fringe benefits:

- A. PERS: DISTRICT shall pay the employer’s contribution to the Public Employees Retirement System (“PERS”). SUPERINTENDENT shall pay the six percent (6%) employee’s contribution to PERS.
- B. Professional Dues: DISTRICT shall pay the professional/civic dues in full for SUPERINTENDENT’s membership in such educational and community organizations as may be agreed upon between SUPERINTENDENT and DISTRICT’s Board pursuant to Section 7.G of this Agreement.
- C. Travel Allowance: SUPERINTENDENT shall receive \$500.00 per month for DISTRICT-related travel within Jackson County. Mileage will be paid at the approved IRS rate for travel to destinations outside Jackson County required to fulfill SUPERINTENDENT’s duties under this Agreement; provided, however, that if the travel is to be reimbursed under Section 7.G or Section 8 of this Agreement instead DISTRICT will not pay mileage under this Section 3.C.
- D. Health Insurance: SUPERINTENDENT shall be entitled to the same medical/dental/vision insurance as is provided to other licensed administrators in DISTRICT; provided, however, that SUPERINTENDENT shall not be eligible for or entitled to any early retirement benefits.

- E. Deferred Compensation Plan: DISTRICT shall contribute annually to a deferred compensation plan (e.g., IRA, 403B, 457, etc.) designated by SUPERINTENDENT. During contract year 2024-25, the total amount of \$16,000.00 will be deposited into the designated plan by DISTRICT. In each succeeding contract year, including any years added to the term of this Agreement as provided in Section 1, above, the amount to be deposited by DISTRICT into the designated plan will be increased by \$2,000.00 per year. SUPERINTENDENT may supplement the amounts to be deposited into SUPERINTENDENT's deferred compensation plan through salary deduction.
- F. Technology Allowance: \$100 per month for DISTRICT-related technology usage.

4. WORK YEAR/VACATION.

SUPERINTENDENT shall be required to render 12 months of full and regular service to DISTRICT during each contract year covered by this Agreement, except that SUPERINTENDENT shall be entitled to 26 days' vacation in addition to the following holidays: Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day thereafter, Christmas Day and the day prior to or thereafter, New Year's Day, Martin Luther King Jr.'s birthday, Presidents' Day, and Memorial Day. Vacation days may accumulate, provided, however, that no more than 13 unused vacation days may be carried from one contract year into the next contract year and at no time may SUPERINTENDENT'S total accumulation of unused vacation time exceed 39 days. In the event of termination or expiration of this Agreement, SUPERINTENDENT shall be compensated for not more than 39 unused accrued vacation days at the salary rate effective at the time of the termination or expiration of this Agreement. Subject to the limitations set forth above, SUPERINTENDENT may request buy back by DISTRICT of up to ten (10) accrued but unused vacation days, by notifying DISTRICT's Finance Controller, in writing between June 1 and June 15 of each contract year, except for the final year of this Agreement, and DISTRICT will compensate SUPERINTENDENT for the number of vacation days so purchased at SUPERINTENDENT's salary rate for the year in which the buy back request is made.

5. LEAVES.

A. *Personal and Bereavement Leaves:* During each contract year during the term of this Agreement, SUPERINTENDENT shall have 6 days available for paid personal business leave and 5 days available for paid bereavement leave. Such leave days are not cumulative, shall not carry over from one contract year to the next, and any unused leave days are not compensable.

B. *Sick Leave:* SUPERINTENDENT will be granted 12 days paid sick leave during each contract year during the term of this Agreement. Sick leave may be used for the illness or injury of the SUPERINTENDENT and/or SUPERINTENDENT's covered family members. Sick leave days may accumulate and may be carried from one contract year into the next contract year; provided, however, SUPERINTENDENT shall not be compensated for any unused sick leave

upon the expiration or sooner termination of this Agreement.

6. SUPERINTENDENT AND BOARD RESPONSIBILITY.

SUPERINTENDENT shall be the chief executive officer of DISTRICT. As such, SUPERINTENDENT shall have the primary responsibility for execution of Board policy, whereas the Board shall retain the responsibility for formulating and adopting that policy.

7. DUTIES.

SUPERINTENDENT shall:

- A. perform the duties of DISTRICT superintendent as prescribed by the laws of the State of Oregon, Oregon Administrative Rules and Board policy. In addition, SUPERINTENDENT shall have the powers and duties set forth in DISTRICT'S position description of SUPERINTENDENT.
- B. devote SUPERINTENDENT'S full time and attention to the operation of DISTRICT.
- C. within Board policy and subject to Board approval, have responsibility to organize, reorganize and arrange the administrative staff, including instruction and business affairs, which in SUPERINTENDENT'S judgment best serves DISTRICT.
- D. subject to Board approval, have the responsibility for all personnel matters, including selection, assignment, transfer, and termination of classified, confidential, licensed and supervisory personnel.
- E. provide for the periodic evaluation of all DISTRICT employees as provided for by Oregon law and Board policy;
- F. establish and maintain an appropriate community relations program;
- G. maintain and improve SUPERINTENDENT'S professional competence by subscribing to and reading appropriate periodicals, joining appropriate professional associations, and participating in activities of such associations. DISTRICT shall pay the reimbursement for such expenses if the costs have been approved by the Board and are within budgetary allocations for SUPERINTENDENT'S professional development;
- H. have authority to accept the resignation of any licensed staff member, and to waive, on behalf of the Board, the 60-day notice provision of ORS 342.553;
- I. be entitled to:
 - (1) present SUPERINTENDENT'S recommendation to the Board on subjects under consideration by the Board prior to action taken on the subject by the Board;

- (2) attend each meeting of the Board, unless excused by the Board; and
- (3) serve as an *ex officio* member or appoint a designee to each committee established by the Board; and

J. perform other duties as may be specified and/or delegated by the Board.

8. PROFESSIONAL GROWTH AND COMMUNITY INVOLVEMENT OF SUPERINTENDENT.

DISTRICT encourages the continuing professional growth and community involvement of SUPERINTENDENT. In its encouragement, DISTRICT shall permit a reasonable amount of release time for SUPERINTENDENT as is deemed appropriate to attend to such professional growth and community involvement, and DISTRICT shall reimburse SUPERINTENDENT for such reasonable expenses incurred in such pursuits as may be budgeted for that purpose in SUPERINTENDENT'S budget. Without limiting the foregoing, DISTRICT encourages SUPERINTENDENT to seek out and obtain coaching from other superintendents in Oregon and/or from other reputable professionals, and DISTRICT agrees to pay the reasonable costs of such coaching, provided that the costs are included in SUPERINTENDENT's budget and subject to DISTRICT's approval. SUPERINTENDENT shall report to the Board on SUPERINTENDENT'S professional growth and community involvement upon request of the Board.

9. SUPERINTENDENT'S LICENSE.

SUPERINTENDENT shall maintain throughout the life of this Agreement a valid and appropriate license to act as Superintendent of Schools as required by the State of Oregon. In the event SUPERINTENDENT fails to maintain such a license in good standing, DISTRICT may seek any appropriate remedy under this Agreement, up to and including termination for cause.

10. SUPERINTENDENT'S ANNUAL PROFESSIONAL GOALS AND OBJECTIVES.

Annually, and not later than August 30 of each contract year, SUPERINTENDENT shall initiate a meeting with the Board so that it can develop professional goals and objectives for the school year in consultation with SUPERINTENDENT. The goals and objectives shall be established in writing and be among the criteria for evaluation of SUPERINTENDENT.

11. EVALUATION.

No later than February 28 of each contract year, the Board and SUPERINTENDENT shall meet in executive session, for the purpose of beginning the process of formally evaluating the SUPERINTENDENT's performance and expressing recommendations and observations on how such performance may be improved. SUPERINTENDENT shall be evaluated on (1) the job performance, (2) SUPERINTENDENT'S progress toward the professional goals and objectives set by the Board and SUPERINTENDENT as described in Section 10, above, and (3) the DISTRICT'S goals. The evaluation shall be completed

by no later than June 30 of each contract year.

12. **TERMINATION OF EMPLOYMENT AGREEMENT.**

- A. Termination by Mutual Consent: This Agreement may be terminated at any time by the mutual consent of the parties.
- B. Termination for Cause: DISTRICT may terminate this Agreement for cause. Cause shall include unlawful conduct, any of the grounds upon which a contract teacher may be dismissed under the then-existing laws of the State of Oregon, breach of this Agreement, or breach of the Standards for Competent and Ethical Performance of Oregon Educators promulgated by the Oregon Teacher Standards Practices Commission which is seriously prejudicial to the mission of the District. Termination for cause may take place only following a written pretermination notice, containing specific charges and an opportunity for a hearing before the Board occurring no sooner than ten (10) days following the written pretermination notice. SUPERINTENDENT shall be entitled to appear before the Board to refute, orally or in writing, such charges, and SUPERINTENDENT may be represented by legal counsel at SUPERINTENDENT'S sole cost and expense. Such meetings shall be conducted in executive session as provided by Oregon Law. Following the hearing, SUPERINTENDENT shall be provided with a written statement setting forth the decision of the Board and the effective date of termination.
- C. Disability of SUPERINTENDENT: In the event of disability by illness or incapacity, SUPERINTENDENT shall be entitled to exhaust unused vacation, personal business, and accrued sick leave. If SUPERINTENDENT remains unable to resume the normal discharge of SUPERINTENDENT'S duties for a period of thirty (30) days beyond exhaustion of such leave, DISTRICT may terminate this Agreement by serving written notice ten (10) days prior to the effective date. If a question or disagreement exists concerning the capacity of SUPERINTENDENT to return to SUPERINTENDENT'S duties, DISTRICT may require SUPERINTENDENT to submit to a medical examination, to be performed by a physician selected by SUPERINTENDENT from three proposed by DISTRICT. The physician's report shall be limited to the issues of SUPERINTENDENT'S ability or disability to discharge the duties of SUPERINTENDENT'S position at the time of the examination and in the foreseeable future. This provision is subject to the Americans with Disabilities Act.
- D. Termination by SUPERINTENDENT: If SUPERINTENDENT desires to terminate this Agreement, SUPERINTENDENT shall give at least three (3) months prior written notice to DISTRICT.

13. **PROFESSIONAL LIABILITY.**

DISTRICT shall hold harmless and indemnify SUPERINTENDENT from any and all demands, claims, suits, and legal proceedings brought against SUPERINTENDENT in SUPERINTENDENT'S official capacity as agent and employee of DISTRICT, provided the incident arose while SUPERINTENDENT was acting within the scope of employment

and the conduct was not grossly negligent or deliberate and malicious. In no case will individual Board members be considered personally liable for indemnifying SUPERINTENDENT against such demands, claims, suits, actions, and legal proceedings.

If, in the good faith opinion of SUPERINTENDENT, conflict exists regarding legal defenses to a third-party claim against SUPERINTENDENT and DISTRICT (i.e., pressing the defense of one party would tend to injure the other party), SUPERINTENDENT may engage separate counsel, and DISTRICT shall indemnify SUPERINTENDENT for the costs of such counsel, subject to the same limitations, provisions, and exceptions set forth above. DISTRICT shall not, however, be required to pay the costs of any legal proceeding in the event DISTRICT and SUPERINTENDENT have adverse interests in any litigation.

Nothing in this Section shall be interpreted to reduce or diminish the right to defense and indemnification that SUPERINTENDENT may otherwise be entitled to under Oregon law.

14. CRITICISMS/COMPLAINTS.

DISTRICT'S Board, individually and collectively, agrees that any criticism or complaint by a parent, community member, Board member, student, or employee about SUPERINTENDENT shall be discussed with SUPERINTENDENT within a reasonable time according to the following process:

- A. Complaints regarding SUPERINTENDENT brought to a Board member or initiated by a Board member shall be directed to the Board Chair. If the Board Chair is the initiator of the complaint, the complaint shall be directed to the Vice Chair.
- B. The Board Chair or the Vice Chair, as the case may be, will apprise SUPERINTENDENT of the full nature of the complaint, including the name of the complainant.
- C. SUPERINTENDENT, with the assistance of the Board Chair or the Vice Chair, as the case may be, will attempt to resolve the matter informally. If the matter cannot be resolved informally, either the complainant or SUPERINTENDENT may request that the matter be set for a hearing before the Board, which hearing shall be held in executive session unless SUPERINTENDENT requests that it be held in regular session. In the event of such a hearing, the Board shall issue findings and determine an appropriate resolution, which determination shall be final.
- D. Complaints which are not discussed within a reasonable time may not be used in evaluation or in any disciplinary action.
- E. The foregoing shall have no application to complaints of such a nature that they might result in institution of suit or action either civil or criminal in nature, against SUPERINTENDENT or DISTRICT.

15. **APPLICABLE LAW.**

This Agreement is subject to all applicable laws of the state of Oregon.

16. **NOTICES.**

Any notice given shall be effective when actually received or if sent by certified mail, then two (2) business days after deposit of such notice in the U.S. mail. Any notices that are required under the terms of this Agreement shall be first class mailed or hand delivered to the parties.

17. **ENTIRE AGREEMENT; MODIFICATION.**

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings between the parties, whether written or oral, including but not limited to the Employment Agreement dated July 1, 2023. The parties may, during the term of this Agreement, mutually agree to modify any of its terms. Any modifications will be in writing, signed by both parties and attached to this document.

IN WITNESS WHEREOF, DISTRICT, pursuant to the authority of its Board of Directors, has caused two originals of this Agreement to be signed in the name of DISTRICT by the Chair of the School Board and SUPERINTENDENT.

MEDFORD SCHOOL DISTRICT 549C

By _____ Date _____
Chair, Board of Directors

By _____ Date _____
Bret Champion, Superintendent