



**2025-2026 EMPLOYMENT AGREEMENT**  
between  
**GRESHAM-BARLOW SCHOOL DISTRICT 10 JT.**  
and  
**JOHN KOCH AS DEPUTY SUPERINTENDENT**

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This Agreement is made and entered into this 1st day of July 2025, by and between GRESHAM-BARLOW SCHOOL DISTRICT 10 JT, hereinafter referred to as the "District," and JOHN KOCH, hereinafter referred to as "Deputy Superintendent."

1. Purpose

The purpose of this Agreement is to set forth the terms agreed upon between the District and the Deputy Superintendent in providing services to the District.

2. Term of Agreement

The employment of the Deputy Superintendent shall commence on July 1, 2025, and continue until June 30, 2026. This agreement may be subject to annual extensions at the mutual agreement of the District and the Deputy Superintendent by April 1st, but in no case shall be for a term to exceed three (3) years. To be effective, any such extension must be in writing. This contract provides the written notice, as required by ORS 342.513, that the contract will expire on June 30, 2026, unless extended by mutual agreement and by a vote of the Board prior to that date.

3. Compensation

Commencing July 1, 2025, for a period of 12 months, the Deputy Superintendent's annual salary shall be \$185,111.84. The annual rate for subsequent years shall be the same as that provided to the other Administrative employees of the District. The annual rate, in recognition of the responsibilities associated with the position, will be reduced in a pro-rated manner consistent with budget reduction days applied to the AGSA contract.

4. Fringe Benefits

The Deputy Superintendent shall receive a district-paid tax-sheltered annuity in the prorated amount of \$1,276.18 per month, or \$15,314.16 per year.

An expense stipend of \$125 per month will be provided to cover the general expenses associated with the regular duties of the Deputy Superintendent.

The district shall pay a \$300 monthly allotment for mileage within the tri-county area. Outside the tri-county (Multnomah, Clackamas and Washington counties) area, reimbursement shall be at the then current IRS rate.

The district shall pay a stipend of \$90 per month for cell phone data plan.

The Deputy Superintendent shall be entitled to participate in all insurance programs provided other administrative employees of the District and at the same District contribution level, as stipulated in the current Memorandum of Understanding Between the Association of Gresham School Administrators (AGSA) and Gresham-Barlow School District #10 Jt., including health, life, and disability insurance. For 2025-26, the District contribution level monthly cap will be \$1,575. The Deputy Superintendent shall also be provided with leaves as set forth in the AGSA Memorandum of Understanding.

5. Deputy Superintendent Responsibilities

The Deputy Superintendent shall have those duties and responsibilities set forth in the applicable job description, or as otherwise assigned and directed by the District Superintendent.

6. Professional Growth

The District encourages the continuing professional growth of the Deputy Superintendent through participation, as he/she might decide in light of the duties as Deputy Superintendent, in:

- A. the operations, programs and other activities conducted or sponsored by local, state and national school administrator and school board associations;
- B. seminars and courses offered by public or private educational institutions; and
- C. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Deputy Superintendent to perform his/her professional responsibilities for the District.

In its encouragement, the District may, at its sole discretion, permit release time for the Deputy Superintendent as appropriate to attend to such matters, and the District shall pay for the necessary membership, tuition, travel, and subsistence expenses. Such professional growth expenses shall be limited to amounts budgeted for that purpose in the Deputy Superintendent's budget. The Deputy Superintendent will prepare, no later than July 31 of each year, and share with the Superintendent, a tentative calendar, indicating planned travel and vacation time, and will alert the Superintendent to any subsequent changes.

District payment for tuition leading to an advanced degree must be preauthorized by the Superintendent. Should the Deputy Superintendent choose to discontinue employment with the district (unless due to retirement through the PERS system) after completion of the district-funded advanced degree, upon request from the district the Deputy Superintendent will refund the district up to the total cost of tuition for the degree from the previous three school years.

7. Contract Year

The Deputy Superintendent shall be obligated to render to the District two hundred sixty (260) days of service annually, including District holidays (currently 11), twenty-five (25) days annually of vacation, and five (5) on-call days. The Deputy Superintendent may carry over ten (10) vacation days into the following fiscal year, but in no case may accrue more than a total of thirty-five vacation days. Excess unused days exceeding ten (10) will be paid at the end of each year in the June payroll at an hourly rate. The Deputy Superintendent may choose to be paid for a maximum of ten (10) unused vacation days upon separation of employment.

8. Compliance with AGSA Agreement

Except as specifically set forth in this Agreement, the benefits, leaves, evaluation, terms and conditions associated with the Deputy Superintendent's employment with the District shall be consistent with and as set forth in the agreement between the District and the Association of Gresham School Administrators (AGSA).

9. Paid Leaves

The Deputy Superintendent shall be provided with leaves as aligned with licensed administrators which are spelled out in the current AGSA agreement.

Wherever feasible, prior notice of intention to take leave will be submitted to the Superintendent and the Deputy Superintendent is responsible for entering the requested time into the District's employee leave database system.

10. Retirement

The employee shall be eligible for the early retirement program through the AGSA agreement.

11. Termination of Employment Contract

A. *Termination without Deputy Superintendent's concurrence.* In the event the District intends to act to terminate this agreement for cause, prior to its termination date without the Deputy Superintendent's written concurrence, the Deputy Superintendent shall be entitled to a due process hearing before the board prior to the occurrence of any purported act of termination. Due process shall include at least a written notice of the reasons why the District is considering termination of this agreement, the right to appear before the Board in closed executive meeting or public hearing, at the option of the Deputy Superintendent, the right to be represented at the hearing by a representative of the Deputy Superintendent's choice, and the right to a written decision describing the results of the hearing. The District shall give the Deputy Superintendent no less than ten (10) days written notice in advance of termination. This provision does not constitute a waiver of any rights the District or the Deputy Superintendent may have to enforce this employment contract in the courts under contract or other applicable law. The Deputy Superintendent will receive payment for services rendered to the date of the termination.

B. *Termination at the request of the Deputy Superintendent.* In the event the Deputy Superintendent intends to act to terminate this employment contract prior to its termination day, he will notify the Superintendent immediately when he intends to seek other employment and, regardless of the reasons for terminating this contract, shall give the District no less than sixty (60) days written notice in advance of leaving employment with the District. It is agreed that such request will be accepted by the District. The Deputy Superintendent shall notify the District no less than six months prior to his intended date of retirement. The Deputy Superintendent will be paid for days actually worked and holidays that occur prior to contract termination.

C. *Disability.* Should the Deputy Superintendent be unable to perform the duties of this position because of illness, accident, or other causes, the District may at its option terminate this employment contract when the Deputy Superintendent qualifies for long-term disability coverage, whereupon the respective duties, rights, and obligations of the parties shall terminate, except that the Deputy Superintendent will continue to receive any benefits available to him/her under the disability insurance contract that is maintained by the District.

D. *Termination Without Cause.* The Board may, at its option, without a pre-termination or post-termination hearing, but upon written notice, unilaterally terminate this employment contract for any cause or no cause. If such unilateral action is to be taken, the Board shall provide the employee with twelve (12) calendar months' notice, or with notice equivalent to the number

of months left on the Deputy Superintendent's contract if less than twelve, prior to the termination becoming effective, during which time the Deputy Superintendent shall receive his full salary and benefits. The District may, at its discretion, relieve the employee of his duties during part or all of the twelve-calendar-months' period. If requested by Deputy Superintendent, the Board shall review the termination with him, which review, unless otherwise required by law, shall be in Executive Session.

12. Applicable Law

This Agreement is subject to all applicable laws of the State of Oregon, rules and regulations of the State Board of Education, and policies of the District and of the Board.

13. Professional Liability

The District shall hold harmless and indemnify the Deputy Superintendent from any and all demands, claims, suits, and legal proceedings brought against the Deputy Superintendent in his individual capacity or in his official capacity as agent and employee of the District, provided the incident arose while the Deputy Superintendent was acting within the scope of employment. In no case will individual Board members be considered personally liable for indemnifying the Deputy Superintendent against such demands, claims, suits, actions, and legal proceedings.

14. Notices

All notices under this Agreement shall be effective upon delivery to the following addresses:

John Koch  
2323 SE 19<sup>th</sup> St.  
Gresham, OR 97080

Superintendent  
Gresham-Barlow School District 10 Jt.  
1331 NW Eastman Parkway  
Gresham, OR 97030-3825

Any notices required or permitted to be given under the terms of this contract, or by law, shall be in writing and may be given by personal delivery or certified mail, directed to the party at the address of record in the administrative office of the District, or such other address as any party may designate in writing prior to the time of the giving of such notice.

15. Amendment

This Agreement may be amended by mutual agreement of the parties at any time. No amendment shall be effective unless it is in writing and signed by the Deputy Superintendent and the Superintendent.

**EMPLOYEE SIGNATURE**

**FOR THE DISTRICT**

John R. Koch  
Deputy Superintendent

Date

Dr. Tracy Klinger  
Superintendent

Date

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Kris Howatt, Chair  
Board of Directors

Date

*JRK:sa 06/06/25*