

**EMPLOYMENT CONTRACT
BETWEEN
JEFF ROSE
AND
THE GOVERNING BOARD OF
BEAVERTON SCHOOL DISTRICT NO. 48
WASHINGTON COUNTY, OREGON**

THIS AGREEMENT, made and entered into this ___ day of June 2015, between the Beaverton School District No. 48 ("District"), and Jeff Rose, ("Superintendent").

WITNESSETH:

WHEREAS, the Superintendent desires to serve as the chief executive officer of the District and perform all duties required by that office; and

WHEREAS, the District desires to employ the Superintendent of Schools to supervise and direct the schools and the educational program of the District under the general supervision of the District's School Board; and,

WHEREAS, the District and Superintendent believe that 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 educational program of the schools;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the District hereby employs the Superintendent as Superintendent of Schools in and for said District, and the Superintendent hereby accepts such employment upon the terms and conditions following:

1. **TERM.** The District hereby employs the Superintendent for a period of three (3) years, beginning on July 1, 2015 and ending on June 30, 2018 (the "Term"). The District and the Superintendent may extend the Term by mutual written agreement.
2. **BASE SALARY.** The Superintendent shall be paid an annual Base Salary of \$200,800.00, less normal withholdings and deductions (which is a per diem rate of \$787.45), in twelve equal monthly installments, for July 2015 through June 2016.

The Base Salary for the second and third years in the Term (July 2016 – June 2017 and July 2017 – June 2018) will be increased according to the same percentage as is negotiated in the Collective Bargaining Agreement between the Beaverton Education Association and the District.

3. **SUPERINTENDENT AND BOARD RESPONSIBILITY.** 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.

4. **DUTIES.** As chief executive officer of the District, the Superintendent shall perform the duties of the district superintendent 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 Superintendent shall have the powers and duties set forth in the position description of Superintendent.

The Superintendent shall devote full time, skill, labor and attention to the operation of the District. The Superintendent shall have responsibility within Board policy to organize, reorganize and arrange the supervisory, administrative, and all other staff members, including instruction and operations, which in his judgment best serves the District. The Superintendent shall have the responsibility for all personnel matters, including selection, assignment, transfer, termination of classified personnel and recommendation for non-extension, renewal, nonrenewal and termination of licensed personnel subject to Board approval.

The Superintendent shall:

- A. Oversee the periodic evaluation of all District employees as provided for by Oregon law, Board policy, and applicable collective bargaining agreements.
- B. Establish and maintain a robust and supportive community engagement program.
- C. Endeavor to maintain and improve his professional competence on a continuous basis, including subscribing to and reading appropriate periodicals, joining appropriate professional associations, participating in activities of such associations, and attending workshops or conferences.
- D. Have the 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 342.533.
- E. Be entitled to
 - (1) Present his recommendation to the Board on any subject under consideration by the Board prior to action being taken on the subject by the Board;
 - (2) Attend each meeting of the Board, unless excused by the Board when the Board is discussing the Superintendent's employment contract or the Superintendent's continued employment in executive session; and

- (3) Serve as an *ex officio* member of each committee established by the Board.

5. **PROFESSIONAL GROWTH OF SUPERINTENDENT.** The District encourages the continuing professional growth of the Superintendent through participation, as he/she might decide in light of the duties of the 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, courses, and institutes 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 Superintendent to perform his professional responsibilities for the District.

In its encouragement, the District shall permit a reasonable amount of release time, as approved by the Board, for the Superintendent 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 Superintendent's budget. At the request of the Board Chair, the Superintendent will prepare and share with the Board Chair a tentative calendar, indicating planned travel and vacation time, and will alert the Chair to any subsequent changes. The Board shall be notified in advance of any national travel planned. The Superintendent shall report to the Board on his activities upon return to the District.

6. **SUPERINTENDENT'S LICENSE.** The 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. Should the Superintendent fail to maintain such a license in good standing, the District may seek any appropriate remedy under this Agreement, including termination of this Agreement, without recourse.

7. **GOALS.** Annually, and not later than October 31, the Board shall, in consultation with the Superintendent, establish general goals and specific objectives for the school year. The goals and objectives shall be established in writing and be among the criteria for evaluation of the Superintendent.

8. **EVALUATION.** The Board shall meet in Executive Session and evaluate and assess in writing the performance of the Superintendent by June 30 of each year during the Term. The evaluation shall be made in reference to the goals and objectives established by the Board for the Superintendent and other criteria provided in Board policy. Evaluations shall be conducted for the purposes of improving the District leadership, maintaining open and effective communication between the Board and the Superintendent and enhancing relations between the Board and the Superintendent. The

Superintendent shall be entitled to meet with the Board to review the evaluation and to provide any information that he deems pertinent.

9. **PROFESSIONAL ACTIVITIES.** The Superintendent may undertake consultative work, speaking engagements, writing or other professional activities for honoraria and expenses, provided such activities do not interfere with the Superintendent's normal duties. The Superintendent shall report such activities to the Board Chair as such activities arise.

10. **WORK YEAR/VACATION.** The Superintendent shall be required to render 255 days of full and regular service to the District during each annual period covered by this Agreement, except that he shall be entitled to 24 days vacation in addition to the holidays as listed in the current Summary of Benefits for Beaverton School District No. 48 Administrators and Eligible Retired Administrators, attached hereto. Five days of winter holiday closure are non-paid and non-work days. For the remaining winter break and spring break days, Superintendent has the choice of working or declaring vacation. Days not worked during the summer break period must be counted among the 24 days of vacation.

11. **FRINGE BENEFITS.** The Superintendent shall be entitled to participate in the following fringe benefits:

- A. *PERS.* The District shall pay the employer's contribution to the Public Employees Retirement System. The Superintendent shall pay the employee contribution.
- B. *Professional/Civic Dues.* Professional/Civic dues in full for COSA, AASA, and other civic and educational organizations that provide membership which is of benefit to the District.
- C. *Travel Allowance.* \$300 per month for travel inside Washington County. Mileage outside of Washington County will be paid at the approved IRS rate for travel required to fulfill the duties of superintendent. The District will reimburse the Superintendent for any reasonable expenses actually incurred in the performance of duties for the District.
- D. *Insurance, Leaves and other Benefits.* The District shall, during the Term, provide the Superintendent all the benefits applicable to the administrator corps specified in the Summary of Benefits for Beaverton School District No. 48 Administrators and Eligible Retired Administrators, as are incident to their employment relationship with the District, including, but not limited to, vacation, illness benefits, leaves, other forms of insurance protection, retirement, tax-sheltered annuities, and other administrative employee benefits. The insurance benefits provided are described in the contract between the District and the District's insurance carrier. Any changes, modifications or termination of benefits applicable to the

administrator corps shall be deemed changes, modifications or termination to the benefits the District shall provide to the Superintendent during the Term.

- E. *403(b) Deferred Compensation Plan.* The District shall establish a tax deferred plan under section 403(b) of the Internal Revenue Code. The Superintendent will be given a choice of the financial/investment organization that offers the 403(b) plan, the selection of investment options within the plan and the right to manage the funds within the plan. The District's contribution shall be eight percent (8%) of the annual Base Salary for each year of this Agreement.

In July of each year, commencing July 2015 and ending June 30, 2018, the District shall pay the scheduled contribution for each year the Superintendent is employed by the District.

The District may at its option make contributions on an accelerated basis. The District shall not be obligated to make the next scheduled contribution if either party has given notice of termination or intended termination of this Agreement. If this Agreement is terminated prior to July 1, 2018, the Superintendent's right to funds paid into the 403(b) plan shall be forfeited and all amounts paid into the 403(b) plan by the District shall become payable to the District. If on July 1, 2018, this Agreement has not been terminated by either party, the Superintendent shall be entitled to receive the sums payable under the 403(b) plan at such date as is provided in the 403(b) plan, and the District shall continue to make further scheduled contributions during the term of future contracts with the Superintendent. The District/School Board shall administer this provision in good faith and shall not terminate this Agreement with the Superintendent based in any way on a desire to avoid the Superintendent's receipt of this benefit.

- F. *Relocation Expenses.* The Superintendent shall be reimbursed for reasonable moving expenses actually incurred by the Superintendent. The benefits contained in this subsection shall expire within eighteen (18) months of the date of this Agreement.
- G. *Right to Contribute to TSA.* In accordance with State and Federal laws, the Superintendent shall be permitted to contribute to a 403(b) tax sheltered annuity plan of his choice. The District shall withhold and transfer an amount of the Superintendent's annual Base Salary on a monthly basis determined by the Superintendent.
- H. *Retention Incentive.* Each year, the District will provide the Superintendent with a retention incentive in the gross amount of seven percent (7%) of Base Salary (the "Retention Incentive"). The Retention Incentive shall be paid in four equal installments, due on June 30 of the

relevant year and each of the three successive years, and is subject to regular tax withholdings and other authorized deductions. The Superintendent must remain actively employed as Superintendent of the District and in compliance with the District's policies and directives concerning job performance and conduct as of each installment date in order to earn and receive the retention incentive installment. For example, the retention bonus for the 2015-16 school year shall be \$14,055 and, subject to the above conditions, shall be paid in four equal installments of \$3,514 due and payable on June 30, 2016, June 30, 2017, June 30, 2018 and June 30, 2019. Subsequent contract years will follow the same formula.

12. **EXPENSES.** The District shall reimburse the Superintendent according to the District policy for incidental expenses necessary for the operation of the District.

13. **TERMINATION OF EMPLOYMENT CONTRACT.**

A. *Termination for Cause.* In the event the District intends to act to terminate this Agreement for cause, as defined by Oregon law, prior to its expiration date and without the Superintendent's written concurrence, the 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 Superintendent, the right to be represented at the hearing by a representative of the Superintendent's choice, and the right to a written decision describing the results of the hearing. The District shall give the Superintendent no less than ten (10) days written notice in advance of termination. The District may, while termination for cause is under consideration by the Board, relieve the Superintendent of this duties under the contract. If the Superintendent is terminated for cause, the District shall pay the Superintendent his Base Ssalary through the date of termination. This provision does not constitute a waiver of any rights the District or the Superintendent may have to enforce this Agreement in the courts under contract or other applicable law.

B. *No Cause Termination of Agreement/Severance Pay.*

(1) The District may discharge the Superintendent as superintendent and terminate this Agreement without any showing of cause upon three (3) months' written notice. The District may, at its option provide the Superintendent with three (3) months Base Salary in lieu of the three (3) months' written notice. In addition, if District discharges the Superintendent without any showing of cause, it shall offer and the Superintendent may accept nine (9) months of

Base Salary for and in consideration of the Superintendent's release of any and all claims against the District. The compensation provided for in this section shall constitute the Superintendent's sole remedy for termination or breach of this Agreement. The Superintendent shall not be entitled to any other termination or severance payment which may be payable to the Superintendent under any other agreement between the Superintendent and the District or under any policy in effect at, preceding, or following the date of termination.

(2) Should the District discharge Superintendent as superintendent and terminate this Agreement without any showing of cause in any contract year, the District shall become obligated to provide health benefits to Superintendent until Superintendent reaches 65 years of age or finds new employment that provides health benefits.

C. *Termination at the Request of the Superintendent.* In the event that the Superintendent intends to act to terminate this Agreement prior to its expiration date, he/she will notify the Board immediately when he/she intends to seek other employment, and shall give the District no less than sixty (60) days written notice in advance of taking another position. It is agreed that such request will be accepted by the District. The Superintendent will be paid for days actually worked and holidays that occur prior to the contract termination.

D. *Disability.* Should the Superintendent be unable to perform the duties of this position because of illness, accident or other causes, and he/she is unable to perform the essential functions of the job with or without a reasonable accommodation, the District may, at its option, terminate this Agreement, whereupon the respective duties, rights and obligations of the parties shall terminate. This provision is not intended to waive any rights, benefits or obligations of the parties under State or Federal law.

14. **RENEWAL OF EMPLOYMENT CONTRACT.** This Agreement shall automatically expire at the end of the Term unless extended by the District and Superintendent.

15. **PROFESSIONAL LIABILITY.** The District shall hold harmless and indemnify the Superintendent from any and all demands, claims, suits, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and employee of the District, provided the incident arose while the Superintendent was acting within the scope of employment and is not the result of malfeasance in office or willful or wanton neglect of duty within the meaning of ORS 30.285(2). In no case will individual Board members be considered personally liable for indemnifying the 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 the Superintendent and the District (i.e., pressing the defense of one party would tend to injure the other party), the Superintendent may engage separate counsel, and the District shall indemnify the Superintendent for the costs of such counsel, subject to the same limitations, provisions, and exceptions set forth above. The District shall not, however, be required to pay the costs of any legal proceeding in the event that the District and the Superintendent have adverse interests in any litigation.

16. **CRITICISMS/COMPLAINTS.** The Board, individually and collectively, agrees that any criticism or complaint about an employee or program of the District that the Board is made aware of, shall be promptly forwarded to the Superintendent for investigation and resolution.

17. **BREACH OF AGREEMENT.** Failure by the Superintendent to fulfill the obligations set forth in this Agreement shall be considered a breach of this contract and will terminate the contract immediately.

18. **APPLICABLE LAW.** This Agreement is subject to all applicable laws in the State of Oregon.

19. **NOTICES.** Any notices that are required under the terms of this Agreement shall be mailed via the United States Postal Service First Class Mail or hand delivered to the parties at the following addresses:

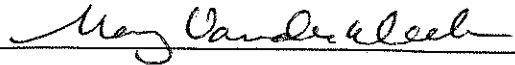
District

Superintendent

20. **MODIFICATION.** This Agreement supercedes all prior agreements and understandings between the parties. The parties may, during the Term, mutually agree to modify any of its terms. Any modifications will be in writing, signed by both parties and attached to this document.

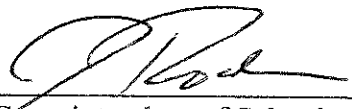
IN WITNESS WHEREOF, the District pursuant to the authority of its Board of Directors has caused two originals of this Agreement to be signed in the name of the District by the Chair of the School Board, and the Superintendent has hereunto affixed his signature on the day and year recorded below.

BEAVERTON SCHOOL DISTRICT NO. 48
BEAVERTON OREGON

By 

Date 1 June 2015

Chair, Board of Directors

By 
Superintendent of Schools

Date 6/1/2015