

**EMPLOYMENT CONTRACT
BETWEEN
SUPERINTENDENT
AND
THE GOVERNING BOARD OF THREE RIVERS SCHOOL DISTRICT
JOSEPHINE COUNTY, GRANTS PASS, OREGON**

THIS AGREEMENT made and entered into this 6th day of May, 2014, between Three Rivers School DISTRICT, hereinafter referred to as DISTRICT, and David Holmes, hereinafter referred to as SUPERINTENDENT.

WITNESSETH:

WHEREAS, the SUPERINTENDENT is desirous of serving as the chief executive officer of the DISTRICT and performing all duties required by that office; and

WHEREAS, the DISTRICT is desirous of securing a SUPERINTENDENT of Schools to supervise and direct the schools and educational program of the DISTRICT under the general supervision of the DISTRICT's School Board; and,

WHEREAS, the DISTRICT and the SUPERINTENDENT believe that a written Employment Contract is necessary in 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 the 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 years, beginning on the 1st of July, 2014 and terminating the 30th day of June, 2017. The length of each annual contract is 260 days.
2. **SALARY** In consideration of a salary of **\$125,000** for the period of July 1, 2014 through June 30, 2015, 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.

The salary for the subsequent years of this contract will be increased by no less than \$5,000 each year. If, however, events, unforeseen by either party should occur which necessitates a reduction in salary, the parties agree to limit the reduction by an amount equal to the dollar value of up to the same number of work days reduced for DISTRICT directors, during which time the SUPERINTENDENT would not be required to work.

A Performance-Based Bonus Award of no more than \$5000 will be payable on June 30 of each year, provided the SUPERINTENDENT has satisfied the goals established by the Board for the preceding school year and has met or exceeded each area of his evaluation. Upon completion of this evaluation, a satisfactory finding will cause one year of length to be automatically added to the current contract unless either the DISTRICT or the SUPERINTENDENT or both request otherwise.

3. **EARLY RETIREMENT.** The SUPERINTENDENT will receive seven (7) years of current health insurance if the criteria of serving in an administrative capacity for seven years, or as a licensed teacher and administrator for eighteen (18) or more years are met.

The insurance shall cease:

- a. The SUPERINTENDENT attaining age sixty-five (65);
- b. The date a retiree receives notification of eligibility for unemployment payments from the

- DISTRICT after filing with the State Employment Division.
- c. Upon re-employment in the field of public education.
 - d. Upon receipt of comparable insurance coverage from another employer.
 - e. Upon death of the retiree, spouse insurance coverage shall continue to the date the retiree would have reached age 65, or the surviving spouse reaches age 65, whichever comes first.

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 of the DISTRICT, the SUPERINTENDENT shall perform the duties of 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 administrative staff, including instruction and business affairs, 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, non-renewal and termination of licensed personnel subject to Board approval.

The SUPERINTENDENT shall:

- A. Periodically evaluate all district employees as provided for by Oregon law and Board policy;
- B. Establish and maintain an appropriate community relations program;
- C. 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.
- D. Be entitled to:
 - a. Present his recommendation to the Board on any subject under consideration by Board prior to action taken on the subject by the Board;
 - b. Attend each meeting of the Board except where the Board is preparing his/her evaluation or unless excused by the Board; and
 - c. Serve as an *ex officio* member of each committee established by the Board.
- E. 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.
- F. Assume responsibility for selection, placement and transfer of personnel, all as determined by law;
- G. All DISTRICT personnel, except legal counsel, shall be responsible to the SUPERINTENDENT.
- H. The SUPERINTENDENT shall recommend to the School Board for appointment or discharge of personnel required for the operation of the DISTRICT.
- I. Attend all meetings of the school board of directors and cause to have made a record as to the proceedings thereof.
- J. 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.
- K. 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.
- L. 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
- M. Serves as executive officer of the budget committee as required by ORS 294.311

N. Carry out all orders of the school board of directors made at any regular or special meeting.

- 4. 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 and courses offered by public or private educational institutions; and
 - C. Informal meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform his/her professional responsibilities for the DISTRICT.

In its encouragement, the DISTRICT shall permit a reasonable amount of release time for the SUPERINTENDENT to attend to such matters and the DISTRICT shall pay for the necessary membership, tuition, travel and subsistence expenses consistent with Board policy. Such professional growth expenses shall be limited to amounts budgeted for that purpose in the SUPERINTENDENT'S budget. The SUPERINTENDENT will prepare, no later than July 31 of each year and share with the Board Chair, a tentative calendar, indicating planned travel and vacation time, and will alert the Chair to any subsequent changes unless an emergency occurs. The Board shall be notified in advance of any national travel planned. The SUPERINTENDENT shall seek approval from the BOARD for all out-of-state professional travel.

- 5. 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. The DISTRICT shall reimburse the SUPERINTENDENT for the cost of courses and other associated costs of obtaining the Oregon continuing Superintendent license as required to convert the SUPERINTENDENT'S out of state license. 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.
- 6. EVALUATION.** By the end of February of each fiscal year, the Board and the SUPERINTENDENT shall meet in closed executive session or open session if desired by both the Board and the SUPERINTENDENT for the purpose of evaluation of the performance of the SUPERINTENDENT and expressing recommendations and observations on how such performance may be improved. The SUPERINTENDENT shall be evaluated on the job description, the SUPERINTENDENT'S professional goals set by the Board and the SUPERINTENDENT, and the DISTRICT'S goals.
- 7. PROFESSIONAL ACTIVITIES.** With prior approval of the Board, the SUPERINTENDENT may undertake consultative work, speaking engagements, writing and other professional activities for honoraria and expenses, provided such activities do not interfere with the SUPERINTENDENT'S normal duties.
- 8. WORK YEAR/VACATION.** The SUPERINTENDENT shall be required to render 12 months, (260 days) of full and regular service to the DISTRICT during each annual period covered by this agreement, except that he/she shall be entitled to twenty (20) days' vacation in addition to the following ten (10) holidays: Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, President's Day, Memorial Day. Any time taken off during winter, spring or summer break periods, except for the Christmas Eve and Christmas Day, must be counted among the twenty (20) days of vacation. The SUPERINTENDENT shall be paid at the end of the fiscal year for up to ten days unused vacation time. This is computed by dividing annual salary by the number of contract days. In the event of termination or expiration of this agreement, the SUPERINTENDENT shall be compensated for unused vacation days at the salary rate effective at the time of the termination or expiration of this agreement.
- 9. FRINGE BENEFITS.** The SUPERINTENDENT shall be entitled to participate in the following fringe benefits:

- A. **PERS.** The DISTRICT shall pay the employer's and the employee's contribution to the Public Employees Retirement System.
 - B. **Professional Dues.** Professional dues in full for COSA and AASA.
 - C. **Travel/Cell Phone Stipend.** In light of the unique nature of the professional duties of the SUPERINTENDENT, the DISTRICT agrees to pay the SUPERINTENDENT \$500 per month for operation of his personal cellular telephone and vehicle. If the SUPERINTENDENT incurs mileage expenses beyond what this stipend covers, he may submit those additional miles for reimbursement at the IRS rate of travel. Out-of-district mileage will be paid per DISTRICT policy at the approved IRS rate for travel and incidental expense required to fulfill the duties of SUPERINTENDENT. The travel allowance may be renegotiated annually at the request of the Board or the SUPERINTENDENT.
 - D. **Insurance.** The DISTRICT shall, during the term of this contract, pay the premium for medical, dental, vision, life and long-term disability insurance coverage consistent with other district administrative personnel.
 - E. **Leaves.** The SUPERINTENDENT shall have on an annual basis the same leave as available to other administrative staff as defined in the current agreement with administrators.
- 10. EXPENSES.** The DISTRICT shall reimburse the SUPERINTENDENT according to DISTRICT policy for incidental expenses necessary for the operation of the DISTRICT.

11. TERMINATION OF EMPLOYMENT CONTRACT.

- A. **Termination without SUPERINTENDENT'S concurrence.** In the event the DISTRICT intends to act to terminate this Employment Contract prior to its termination date 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 act of termination. Due process shall include at least a written notice of the reasons why the DISTRICT is considering termination of the Employment Contract, 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 recommendation of termination. This provision does not constitute a waiver of any rights the DISTRICT or the SUPERINTENDENT may have to enforce this Employment Contract in the courts under contract or other applicable law.
- B. **No cause termination of Contract.** The DISTRICT may terminate SUPERINTENDENT'S employment at any time, with or without cause and without SUPERINTENDENT'S concurrence. The SUPERINTENDENT will be given ten (10) days written notice of such intent. The DISTRICT shall pay to SUPERINTENDENT as severance pay, all of the aggregate salary and insurance benefits to which the SUPERINTENDENT would have otherwise been entitled under this Agreement from the date of termination for a period of twelve (12) months or until the expiration date of this contract, whichever is less.
- C. **Termination at the request of the SUPERINTENDENT.** In the event the SUPERINTENDENT intends to act to terminate this Employment Contract prior to its termination day, he/she will notify the Board immediately when he/she intends to seek other employment, and shall give the DISTRICT no less than ninety (90) days written prior notice in advance of taking another position. It is agreed that such request be accepted by the DISTRICT. The SUPERINTENDENT will be paid for days actually worked and holidays that occur prior to contract termination.

12. RENEWAL OF EMPLOYMENT CONTRACT. The Board hereby furnishes this notice of nonrenewal of this contract effective June 30, 2017, sufficient to meet the requirements of ORS 342.513, although the Board may act at any time prior to June 30, 2017 to extend the contract. Upon completion of the yearly evaluation and bonus calculation, a satisfactory finding will cause one year of length to be automatically added to the current contract unless either the DISTRICT or the SUPERINTENDENT or both request otherwise.

13. 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/her individual capacity or in his/her official capacity as agent and employee of the DISTRICT, provided the incident arose while the SUPERINTENDENT was acting within the scope of employment. 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 the SUPERINTENDENT, conflict exists regarding legal defenses to a third-party claim against the SUPERINTENDENT and DISTRICT (ie., 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 at the discretion of the Board. The DISTRICT shall not, however, be required to pay the costs of any legal proceeding in the event the DISTRICT and the SUPERINTENDENT have adverse interests in any litigation.

14. 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. If the complaint or criticism is about the SUPERINTENDENT, the SUPERINTENDENT shall be immediately apprised of the complaint and it shall be promptly processed according to applicable Board policy.

15. 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.

16. APPLICABLE LAW. This agreement is subject to all applicable laws of the State of Oregon. If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be determined by any such tribunal, the remainder of the Agreement shall not be affected thereby; and upon request of either the Board or the SUPERINTENDENT the parties shall enter into negotiations for the purpose of attempting to arrive at a mutual satisfactory replacement for such invalidated provision.

17. NOTICES. Any notices that are required under the terms of this Contract shall be certified mailed or hand-delivered.

18. MODIFICATION. This contract supersedes all prior agreements and understandings between the parties. 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, 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 hand and seal the day and year herein above mentioned.

THREE RIVERS SCHOOL DISTRICT
GRANTS PASS, OREGON

By: _____
Chair, Board of Directors

Date: _____

By: _____
Superintendent of Schools

Date: _____