

## EMPLOYMENT CONTRACT EXTENSION AND AMENDMENT

This contract extension and amendment shall modify the Employment Contract entered into by and between the Beaverton School District (District) and Gustavo Balderas (Balderas) originally in effect from July 1, 2022 through June 30, 2025. The District and Balderas hereby agree to the following modifications to the terms and conditions of Balderas' employment as Superintendent of the District as set forth below:

- A. Section 1 – TERM of the original agreement shall be replaced with the following:
  - 1. **Term.** The District employs the Superintendent for a period of three (3) years, beginning July 1, 2025 and ending June 30, 2028. This shall be a three-year continuing contract. The contract shall be automatically extended by an additional year on July 1. At any time prior to July 1, the Board can take action to non-extend the contract and two years would remain.
  
- B. Section 7 – GOALS of the original agreement shall be replaced with the following:
  - 7. **Goals.** On or before October 1 of each year, the parties shall meet to establish goals and objectives for the District and Superintendent for that school year. Such goals and objectives shall be reduced to writing and be among the criteria by which the Superintendent is evaluated.
  
- C. Section 8 – EVALUATION of the original agreement shall be replaced with the following:
  - 8. **Evaluation.** The Board shall meet in Executive Session by May 31 each year to evaluate and assess in writing the performance of the Superintendent. The evaluation shall be made in reference to the Superintendent's position description and the goals and objectives established by the Board for the Superintendent. Evaluations shall be conducted for the purposes of improving the District leadership, maintaining open and effective communication between the Board and the Superintendent, enhancing relations between the Board and the Superintendent, and determining whether extension of the employment contract will occur. The Superintendent shall be entitled to meet with the Board to review the evaluation and to provide any information that they deem pertinent.
  
- D. Section 11 – FRINGE BENEFITS of the existing contract shall be modified as follows:
  - 1. Sub-section I shall be deleted.
  - 2. Sub-section K shall be deleted.

3. The following shall be added as a new sub-section I:

*Safety and Security.* In the event the life and safety of the Superintendent or his family is threatened or otherwise appears in danger because of his position as Superintendent or performance of his official duties as Superintendent, the District shall pay any reasonable costs related to the protection of the Superintendent and his family including, but not limited to, home and personal securities, accommodations, and reasonable incidental costs due to not being able to reside in his home. The District shall pay costs associated with this sub-section as mutually agreed between the Board and Superintendent.

- E. Section 13 – TERMINATION OF EMPLOYMENT CONTRACT of the original agreement shall be modified as follows:

1. Sub-section A – *Termination for Cause* shall be replaced with the following:

A. *Termination for Cause.* In the event the District intends to act to terminate this Agreement for cause, as defined below, 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 session or in public, 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. For purposes of this section, cause shall be defined as gross neglect of duty or gross unfitness, as those terms are defined by the Oregon Teacher Standards and Practices Commission, mental or physical incapacity, conviction of a felony, failure by the Superintendent to perform the duties of this contract, or any grounds which a permanent teacher could be dismissed as defined in ORS 342.865(1). Terminating the Superintendent for adhering to Local, State, or Federal Law, ODE guidelines or District policies will not be considered sufficient cause for termination. 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 their duties under the contract. If the Superintendent is terminated for cause, the District shall pay the Superintendent his salary 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.

- 2. All other provisions of Section 13 shall remain unchanged.
  
- F. Section 14 – RENEWAL OF EMPLOYMENT CONTRACT of the original agreement shall be deleted, with that section left blank to avoid the renumbering of the sections that follow.
  
- G. All provisions of the original July 1, 2022 through June 30, 2025 employment contract between the parties not specifically modified pursuant to this Contract Extension and Amendment shall remain unchanged.

Beaverton School District No. 48, Beaverton, Oregon

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Board Chair

I, Gustavo Balderas, do hereby consent to the above-described action on my Employment Contract and agree to the amendment as set forth above.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Superintendent of Schools