



AGENDA

I. CALL MEETING TO ORDER

II. Superintendent Selection and Contract Approval

Tom Colett

III. ADJOURNMENT

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District Goal: WE Empower all students to achieve post-high school success.

The District prohibits discrimination and harassment based on any basis protected by law, including but not limited to, an individual's actual or perceived race, color, religion, sex, sexual orientation, gender identity, gender expression, national or ethnic origin, marital status, age, mental or physical disability, pregnancy, familial status, economic status, veteran status, or because of a perceived or actual association with any other persons within these protected classes.



SUPERINTENDENT SELECTION AND CONTRACT APPROVAL

SITUATION:

The Board must hire the Superintendent and approve the salary, benefits and contract in an open, public meeting.

BACKGROUND INFORMATION:

The School Board has been conducting a national search since December 15, 2021 for a new Superintendent. Final interviews were completed on March 6, 2022. Mutual agreement on the employment package has been finalized.

RECOMMENDATION:

It is recommended that the School Board approve the Superintendent selection, benefits, and contract.

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

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, between the Beaverton School District No. 48 (“District”), and Gustavo Balderas (“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 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 employs the Superintendent for a period of three (3) years, beginning on July 1, 2022 and ending on June 30, 2025. This shall be a three-year continuing contract. This contract shall be automatically extended on July 1 of each contract year for an additional year unless the Board takes action in a public meeting and notifies the Superintendent by March 15, that the contract will NOT be extended for an additional year.

2. **SALARY.** The Superintendent shall be paid based upon an annual salary of \$330,000.00 (less normal withholdings and deductions) (which is a per diem rate of \$1500.00), in equal monthly installments for the contract year starting July 1, 2022 and ending June 30, 2023. The salary for each subsequent year of the contract will increase according to the same COLA percentage annually as is negotiated in the Collective Bargaining Agreement between the Beaverton Education Association and the Beaverton School District No. 48. The daily per diem rate for all parts of this contract shall be calculated on a 1/220 basis.

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 their 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 business affairs, which in their 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 an appropriate community relations program.
- C. Endeavor to maintain and improve their professional competence by all available means, 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 their 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 they 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 their 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. The Board chair shall be notified in advance of any planned travel and vacation time.

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 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 to evaluate and assess in writing the performance of the Superintendent annually during the term of this contract. 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 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 they deem pertinent.

9. **PROFFESIONAL 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 they shall be entitled to 30 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, the Superintendent has the choice of working or declaring vacation. Days not worked during the summer break period must be counted among the 30 days of vacation.

The Superintendent is responsible for reporting all vacation use through the District's reporting system, absence verification and by notifying the Board Chair.

The Superintendent may carry a maximum of 48 days (384 hours) of earned vacation after June 30 in addition to vacation credited to the Superintendent per this section above. Up to fifteen (15) days (120 hours) of earned but unused vacation in excess of 48 days may be exchanged for additional salary in August at the per diem rate. Upon termination of employment with the District, payment for unused vacation time is limited to a maximum of 48 earned but unused vacation days.

11. **FRINGE BENEFITS.** The District shall, during the term of this Agreement, 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 together with 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 when applicable.
- B. *Professional/Civic Dues.* Professional/Civic dues in full for COSA, AASA, ALAS and other civic and educational organizations that provide membership which is of benefit to the District.
- C. *Travel Allowance.* \$650 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 Superintendent shall be entitled to the same illness benefits, leaves, and insurance benefits as are described in the Summary of Benefits for Beaverton School District No. 48 Administrators and Eligible Retired Administrators agreement. 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 of the contract.
- E. *Sick Leave.* Sick leave shall accrue during the term of this Agreement in accordance with the Summary of Benefits for Beaverton School District No. 48 Administrators and Eligible Retired Administrators.
- F. *403(b) Supplemental Retirement Account.* 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 eleven and one-half percent (11.5%) of the annual base salary for each year of this Agreement, made payable in monthly installments. The Superintendent has the option of converting the District's 403(b) plan contribution to salary, payable monthly, and subject to regular tax withholdings and other authorized deductions.
- G. *Right to Contribute to TSA and/or 457(b) plan.* In accordance with State and Federal laws, the Superintendent shall be permitted to contribute to a 403(b) tax sheltered annuity plan and/or a 457(b) deferred compensation plan of their choice. The District shall withhold and transfer an amount of the Superintendent's annual salary on a monthly basis determined by the Superintendent.
- H. *Retention Incentive.* Starting in June 2024, the District will provide the Superintendent with a retention incentive in the gross amount of ten percent (10%) of Base Salary (the "Retention Incentive"). The first Retention Incentive shall be due on June 30, 2024, and is subject to regular tax withholdings and other authorized deductions. Thereafter, the Retention Incentive shall be paid annually on June 30. 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 the due date in order to earn and receive the retention incentive installment.
- I. *Signing Bonus.* The Superintendent will be paid a one-time signing bonus included in their July 2022 payroll of \$20,000.00.

- J. *Technology Stipend.* The Superintendent shall receive a monthly stipend of \$200 for communication and technology related expenses including phone, data, residence internet connection or any other technology that will assist with communication and access to the Superintendent.
- K. *Relocation Expenses.* The District will provide a one-time stipend of \$15,000.00 in relocation expenses for the Superintendent to move from Edmonds, Washington to the District for the 2022-2023 school year. This stipend will be paid out in their July 2022 payroll.

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 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.
- B. *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 they 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.
- C. *Disability.* Should the Associate Superintendent be unable to perform the duties of this position because of illness, accident or other causes, and they are 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 its term unless extended by the District and Superintendent in writing.

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 their individual capacity or in their 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).

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 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 signature on the day and year recorded below.

BEAVERTON SCHOOL DISTRICT NO. 48
BEAVERTON OREGON

By _____
Chair, Board of Directors

Date _____

By _____
Superintendent of Schools

Date _____