

AMENDED EMPLOYMENT AGREEMENT

This Amended Employment Agreement (“Agreement”) is entered into and effective on the date it is signed by District and Superintendent (“Effective Date”) as indicated below between Multnomah County School District #1J (“District”) and Guadalupe Guerrero (“Superintendent”).

RECITAL

District, acting by and through its Board of Directors (“Board”), wishes to employ Superintendent as Superintendent of Schools on the terms and conditions set forth in this Agreement, and Superintendent wishes to accept employment with District on these terms and conditions.

AGREEMENT

The parties mutually agree as follows:

1. EMPLOYMENT. The District hereby employs Superintendent as Superintendent of Schools, and Superintendent hereby accepts such employment with District, on the terms and conditions set forth in this Agreement.

2. DUTIES.

2.1 Administration of Schools. Superintendent shall devote his full time and best efforts to the duties of the office of Superintendent of Schools. Superintendent shall be the Chief Administrative Officer of District and shall have powers and obligations to perform the duties and responsibilities for this position including but not limited to:

(a) Set forth in the laws, rules and regulations of the State of Oregon, including any amendments or successor statutes, rules or regulations thereto;

(b) Specified in this Agreement and such other duties as the Board may determine from time to time; and

(c) Specified in the District’s job description for Superintendent of Schools that is maintained in the Human Resources Department as outlined in District policies which may be amended from time to time.

2.2 Certification and Licensure. This Agreement is subject to Superintendent’s maintaining Oregon certification and licensure applicable to the Superintendent of Schools.

2.3 Additional Duties. From time to time the Board may adjust the duties and responsibilities of Superintendent, provided such duties are not inconsistent with the position of superintendent of an urban school district. Superintendent shall follow the policies and procedures of the District to the extent they are not inconsistent with this Agreement, in which event, this Agreement controls.

2.4 Board/Superintendent Relationships and Communications. The Board is responsible for supervising the Superintendent's management of the District to ensure that he properly exercises his responsibilities for the day-to-day operation, activities, and management of the organization, personnel, and use of available resources and adopted budget to achieve and demonstrate progress toward meeting the District's goals, as adopted by the Board. The Board and Superintendent agree that they shall work with each other in the spirit of cooperation and shall provide each other periodic opportunities to discuss Board/Superintendent relationships and communications. Nothing in this section is intended to alter the authority and responsibilities of the Board and the Superintendent as set forth in District policy or otherwise by law.

3. TERM. The term of this Agreement shall begin on July 1, 2021, and end on June 30, 2024, unless terminated earlier pursuant to Section 8. This Agreement, including the term thereof, shall at all times be construed in a manner consistent with Oregon law. Unless otherwise stated in this Agreement, termination of this Agreement terminates Superintendent's employment with District. Nothing in this Agreement alters the parties' rights stated in Section 8 below.

4. PROFESSIONAL ACTIVITIES, PROFESSIONAL GROWTH AND CIVIC ACTIVITIES. The Board encourages Superintendent to engage in professional growth, development activities, and organizations that support that professional growth. However, the parties agree that Superintendent's primary focus should be on District business and his time devoted to any outside activities should not distract from his day-to-day work for the District. As a result, except as stated below, Superintendent may devote a reasonable amount of time to professional growth through his participation in the activities conducted or sponsored by local, state, and national education associations, school administration associations, and school board associations and other appropriate groups or organizations as approved by the Board in its sole discretion. In addition, Superintendent is expected to participate in civic and community organizations. Superintendent shall disclose to the District any board memberships or association memberships, and all such memberships shall be subject to the approval of the Board Chair. The parties acknowledge that Superintendent may engage in speaking or other activities in exchange for honoraria or other compensation. Superintendent agrees that such activity shall be subject to the advance approval of the Board Chair and that all associated honoraria or other compensation shall be donated to a District student scholarship fund or the District Foundation (The Fund for Portland Public Schools).

5. COMPENSATION. The District shall pay Superintendent a base salary at the rate of \$322,354.00 per year ("Base Salary"), and the Base Salary shall be increased by a three percent (3%) cost of living adjustment on July 1 of each of the remaining years of the term of this Agreement. The Board may adjust Superintendent's Base Salary based on Superintendent's performance pursuant to this Agreement in the sole discretion of the Board; however, it shall not be reduced over the prior year. Superintendent's Base Salary shall be paid in 12 equal monthly installments. All compensation paid to Superintendent by District shall be reduced by such

amounts as are required to be withheld by law and as are required by the Oregon Public Service Retirement Plan (“OPSRP”) (see Section 6.7 below)..

6. PAID TIME OFF AND OTHER BENEFITS.

6.1 Benefits Generally. Except as otherwise provided in this Agreement, Superintendent shall be provided the same benefits as are applicable to the most senior 12-month administrative employees of District, including group health coverage for him and his dependents and other insurances, subject to the terms and conditions of such benefit plans and programs as they may change from time to time. If there are any changes to benefits generally during the term of this Agreement, those changes in benefits shall not apply to the Superintendent unless the parties agree to such change in writing.

6.2 Retirement Annuity. District shall provide for a retirement annuity contribution for the benefit of the Superintendent in an annual amount each academic year as follows:

Year 1: July 1, 2021 to June 30, 2022: \$24,000 annual contribution (\$2,000 per month). This annual contribution amount shall apply as of July 1, 2021, and payments shall be made on a monthly basis. The difference between the monthly contribution amount previously made and any monthly amounts contributed under the Agreement from July 1, 2021, to the Effective Date shall be made with the first monthly contribution under this Agreement.

Year 2: July 1, 2022 to June 30, 2023: \$32,000 annual contribution (\$2,667 per month).

Year 3: July 1, 2023 to June 30, 2024: \$36,000 annual contribution (\$3,000 per month).

Eligibility for Additional Retirement Annuity Contributions. In addition to the contribution amounts set forth above, the Superintendent shall be eligible to receive annual additional retirement annuity contributions for Year 2 and Year 3 of this Agreement of \$25,000 per each goal met if the District achieves the following Performance Goals, or any one of them, each year and the Superintendent is employed by the District at the end of each contract year (for a total potential of \$75,000 per year).

Years 2 and 3 Performance Goals

1. The percentage of Grade 3 Black/African-American students demonstrating at or above grade-level proficiency in English Language Arts will increase by at least 3.0 percentage points (*e.g.*, 16.9% to 19.9%), as measured by students’ attainment of Level 3 or 4 achievement levels on the annual summative Smarter Balanced Assessment (SBAC), when outcomes are compared year over year (*e.g.*, Spring 2022 to Spring 2023; and Spring 2023 to Spring 2024).

2. The percentage of all Grade 3 students, in the Underserved Race/Ethnicity student group*, demonstrating at or above grade-level proficiency in English Language Arts will increase by at least 3.0 percentage points (*e.g.*, 29.4% to 32.4%), as measured by students’ attainment of

Level 3 or 4 achievement levels on the SBAC, when outcomes are compared year over year (*e.g.*, Spring 2022 to Spring 2023; and Spring 2023 to Spring 2024).

*The Underserved Race/Ethnicity student group is defined by the Oregon Department of Education as consisting of the following racial/ethnic groups: American Indian/Alaska Native, Black/African-American, Hispanic/Latino, and Native Hawaiian/Pacific Islander.

3. The percentage of Grade 5 Black/African-American students demonstrating at or above grade-level proficiency in mathematics will increase by at least 3.0 percentage points (*e.g.*, 9.2% to 12.2%), as measured by the students' attainment of Level 3 or 4 achievement levels on the annual summative SBAC, when outcomes are compared year over year (*e.g.*, Spring 2022 to Spring 2023; and Spring 2023 to Spring 2024).

Payment of any additional retirement annuity contributions earned under this section will be paid within 30 days of the official release of annual SBAC student achievement data. If any payment under this section cannot be ascertained and/or paid until after the term of this Agreement expires, the District shall nonetheless make the payment to the Superintendent within time required under this Agreement and without regard to his employment status with the District.

Payment of Retirement Annuity Contributions. All retirement annuity contributions under this section 6.2 shall be made as an employer nonelective contribution to the Portland Public Schools 403(b) Plan (the "403(b) Plan"), a tax-qualified plan established under Section 403(b) of the Internal Revenue Code ("Code"). The District may, but shall not be required to, establish a new 401(a) plan and/or a new 457(b) plan to accept the retirement annuity contribution in excess of what may be contributed to the 403(b) Plan for a plan year. If part of the retirement annuity contributions cannot be made to the 403(b) Plan, to a 401(a) plan, or to a 457(b) plan due to limits under the Code, any remainder shall be paid to the Superintendent in cash. The Superintendent shall at all times be 100% vested in all employer nonelective contributions made to the 403(b) Plan, to a 401(a) plan, and/or to a 457(b) plan for him under this section 6.2, along with related investment results.

6.3 Expenses. District shall pay or reimburse Superintendent for reasonable and necessary business expenses the Superintendent incurs in the performance of his duties, including expenses for Board Chair-approved travel out-of-district, provided Superintendent has accounted for such expenses in accordance with, and otherwise complied with, District and Board policy on reimbursement of expenses. Subject to prior approval of the Board Chair, District shall also pay Superintendent's reasonable membership charges to professional and civic groups in which Superintendent believes it is necessary to participate to maintain and improve his performance as Superintendent or to support or represent the work of the District.

6.4 Car Mileage/Maintenance for In-District Travel. District shall pay Superintendent \$360.00 per month for a car allowance to assist the Superintendent with mileage and maintenance of his car for travel within the District.

6.5 Technology Support. District shall provide Superintendent with appropriate technology that will assist Superintendent in the performance of his duties and responsibilities.

This shall include a smartphone, tablet, laptop, home facsimile/printer/scanner and computer. District shall own this technology, and District shall be billed directly for the expenses incurred for use by Superintendent. Upon termination of this Agreement, the services for the technology will be canceled and all equipment must be returned to the District.

6.6 Indemnification. In accordance with ORS 30.285, District shall defend, hold harmless, and indemnify Superintendent against any tort claim or demand, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of duty except in the case of malfeasance in office or willful or wanton neglect of duty. The provisions of this Section 6.6 shall survive the termination of this Agreement.

6.7 Retirement Plan. District shall provide Superintendent with the standard OPSRP benefits, as those benefits may change from time to time. Membership in OPSRP is established after six full months of employment, if applicable. District will take a mandatory pre-tax payroll deduction associated with this benefit of six percent of Superintendent's Base Salary..

6.8 Vacations, Holidays, Sick Leave. The Superintendent shall be granted and privileged to take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on 12-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such times as will least interfere with the performance of the Superintendent's duties. The Superintendent's accrued and unused vacation days shall carry over from year to year as authorized by Board policies for administrative employees on 12-month contracts. The Superintendent may request payment for up to 10 days of accrued but unused vacation days on June 30 of each year during the term of this Agreement (and also a one-time right to request payment for up to 10 days of accrued vacation within 30 days of execution of this Agreement), to be paid at the Superintendent's "Daily Rate," determined by dividing the Superintendent's then-current annual salary by 260. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on 12-month contracts and shall be granted Juneteenth if and when the Board approves that holiday for other PPS nonrepresented employees. The Superintendent is hereby granted the same number of illness benefits and other leaves as authorized by Board policies for administrative employees on 12-month contracts. If there are any changes to District vacation, holidays, or leave benefits or policies for nonrepresented employees during the term of this Agreement, those changes shall not apply to the Superintendent unless the parties agree to those changes in writing.

7. **EVALUATION**. Upon at least 90 days' notice (or less time by mutual agreement), the Board will provide a date by which the Superintendent's self-evaluation, using a form developed by the Superintendent and the Board, is due and, at that same time, provide the date by which the Board Chair shall provide the Superintendent with a copy of the completed evaluation form. After the Board receives Superintendent's self-assessment, the Board and Superintendent shall meet in executive session or sessions to discuss the Superintendent's performance. Based on the executive session or sessions, the Board Chair shall have overall responsibility for completing the agreed-upon evaluation form on behalf of the Board. Superintendent shall have the right to respond to the Board's written evaluation during an executive session. The evaluation of

Superintendent and information used in developing the evaluation shall be confidential unless the Board and Superintendent agree otherwise and to the extent permitted under state law.

8. TERMINATION OF AGREEMENT.

8.1 Termination of Agreement without Cause.

(a) District may discharge Superintendent and terminate this Agreement without any showing of Cause upon six months' written notice. The District may, at its option, provide the Superintendent with six months of Superintendent's salary in lieu of the six months' written notice. If payment is made in lieu of notice pursuant to this Section 8.1, it shall be made for and in consideration of the Superintendent's release of any and all claims that he might otherwise have under the terms of this Agreement, pursuant to Section 9.3. Additionally, the compensation provided for in this Section 8.1 shall constitute Superintendent's sole remedy for termination or breach of this Agreement. Except for accrued benefits and unpaid expense (as might be due per District policy), the Superintendent shall not be entitled to any other termination or severance payment that 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.

Both parties agree that if, during the term of this Agreement, the Oregon State Legislature makes any statutory change that provides that a termination without Cause provision in a Superintendent employment contract requires a school district to provide to a superintendent more than six months' notice of the termination without Cause, Section 8.1(a) will be amended to provide for additional notice to the Superintendent in the event of termination without Cause in an amount required under the revised law or the remaining term of this Agreement, whichever is less.

(b) The Superintendent may resign his employment upon 60 days' written notice or by mutually agreed-upon advance written notice. District shall continue all compensable aspects of this Agreement through the last date of employment and shall pay out all accruals in accordance with District policy and local, state and federal laws.

8.2 Termination of Agreement for Cause. Subject to the notice requirement provided below, District may terminate this Agreement immediately and without notice for Cause. Termination for Cause includes, but is not limited to: serious misconduct such as theft or workplace violence; violation of District policies, including those regarding ethics, discrimination, harassment, retaliation, and misuse of District resources; insubordination; conviction of a felony or any crime that would tend to impair effectiveness of a District employee or bring discredit upon District; willful neglect of duty; or any other circumstances under which the Superintendent's performance or conduct is unlikely to be improved through corrective measures, as reasonably determined in the Board's sole discretion. In the event of Termination for Cause, Superintendent shall be entitled to receive his Base Salary accrued through the date of termination and District shall pay out accrued vacation and unpaid expenses (as might be due per District policy) according to District policy.

Should the Board identify a reason(s) it proposes to terminate this Agreement for Cause, notice shall be provided to Superintendent by the Board Chair. Such notice shall include a general statement of the reason(s) constituting Cause and shall be given not less than 10 days prior to the date that Superintendent shall be entitled to meet with the Board to discuss such reason(s). Any pre-termination meeting that Superintendent chooses to attend may be conducted in executive session as provided by Oregon law, and Superintendent may choose to be accompanied by legal counsel at such meeting at Superintendent's sole cost.

8.3 Termination by Mutual Agreement. The parties may mutually terminate this Agreement and mutually agree on an effective date for termination of the Agreement under terms that are mutually agreeable. Additionally, the District shall continue all compensable aspects of this Agreement through the last date of employment and shall pay out all accruals in accordance with District policy and local, state and federal laws. The accruals paid to Superintendent shall include any accrued benefits, leave and unpaid expenses (as might be due per District policy).

8.4 Termination in the Event of Death or Disability. This Agreement shall terminate immediately in the event of Superintendent's death, and District may terminate the Agreement in the event of Superintendent's Disability, as defined below. In the event of termination due to death or Disability, Superintendent shall be entitled to receive his/her Base Salary accrued through the date of termination and District shall pay out accrued vacation and unpaid expenses (as might be due per District policy) according to District policy. District has no other obligations to Superintendent or his heirs and assigns under this Agreement. "Disability" shall mean, as reasonably determined in the Board's sole discretion, after consultation with a physician selected by the Board and Superintendent, the inability of Superintendent to perform, with reasonable accommodation, if necessary, any essential function of his position under this Agreement because of physical or mental incapacity for a period of 90 days in the aggregate during any 12-month period. Superintendent shall cooperate in any physical examination and shall produce such medical records as may assist the Board in making a determination regarding Disability. The physician shall submit a confidential statement to the Board verifying the Superintendent's fitness to perform the Superintendent's duties. Any physical examination shall be confidential to the fullest extent allowed by state and federal law.

9. MISCELLANEOUS.

9.1 Attorney Fees. Except with respect to the mediator's fee as referenced in Section 9.5, in the event of any mediation, arbitration, suit or action to interpret or enforce this Agreement, each party shall bear its and his/her own attorney fees, costs and expenses.

9.2 Forum. Any suit or action to interpret or enforce this Agreement that is not subject to arbitration, if any, shall be brought in the appropriate state or federal court located in Multnomah County, Oregon.

9.3 Release of Claims. District shall have no obligation to pay any amounts to Superintendent pursuant to Section 8.1 unless Superintendent otherwise meets the criteria to receive such pay and Superintendent shall have, within 21 days of presentation, executed and shall

not thereafter have revoked a full release of all claims satisfactory to District substantially in the form of Exhibit A hereto.

9.4 Governing Law; Severability. The validity, interpretation, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect or impair the validity or enforceability of all or any other provisions of this Agreement that can be given effect without the invalid or unenforceable provisions, and this Agreement shall be construed to effectuate the intentions of the parties as if such invalid and unenforceable provision was omitted.

9.5 Dispute Resolution. In case of any dispute arising under this Agreement which cannot be settled by reasonable discussion, the parties agree that, prior to initiating any arbitration proceeding as contemplated in this section, they will first engage the services of a professional mediator and attempt in good faith to reach a consensual solution. If the parties are unable to agree upon the identity of a mediator, either party may request the appointment of a mediator by the Arbitration Service of Portland, Inc., or comparable dispute resolution service. District shall pay the mediator's fees and expenses and each party shall pay all of its or his/her own attorneys' fees and expenses related to the mediation. If the parties are unable to reach agreement through mediation, then any dispute arising under this Agreement shall be submitted exclusively to final and binding arbitration in Multnomah County, Oregon before a single arbitrator in accordance with the rules and procedures of an arbitration service agreed to by the parties. The party not prevailing shall pay the costs of any arbitration.

9.6 Waiver. District's failure to demand strict performance of any provision of this Agreement shall not constitute a waiver of any provision, term, covenant, or condition of this Agreement or of the right to demand strict performance in the future.

9.7 Entire Agreement. This Agreement, together with Exhibit A, constitutes the entire understanding and agreement between the parties relating to the matters addressed in this Agreement. This Agreement may only be modified, extended, or renewed in a writing signed by Superintendent and an authorized representative of the Board.

9.8 409A and 457(f) Compliance. It is the express intent of the parties that to the extent any payments made pursuant to this Agreement that could constitute a nonqualified deferred compensation arrangement qualify for an exception to application of Sections 409A or 457(f) of the Code, including but not limited to the bona fide severance pay plan exception, the separation pay plan exception, or the short-term deferral rule exception, they shall be interpreted to so qualify. Otherwise, any payments of deferred compensation under this Agreement that could constitute a nonqualified deferred compensation arrangement subject to Sections 409A and 457(f) of the Code shall be made in compliance therewith, and any binding guidance issued thereunder. All terms of this Agreement providing for payment of deferred compensation, if any, will be interpreted in a manner consistent with such intent.

The parties have read the foregoing terms and conditions and, by signing below, voluntarily enter into this Employment Agreement.

MULTNOMAH COUNTY SCHOOL DISTRICT#1J

By: _____
Board Chair

Date: _____

Approved as to Form:

General Counsel

Date: _____

By: _____
Deputy Clerk

Date: _____

SUPERINTENDENT

Date: _____

EXHIBIT A

RELEASE OF CLAIMS

This Document Affects Important Legal Rights You May Have.
Please Read It Carefully Before Signing.

For and in consideration of the benefits described in the Employment Agreement dated as of _____, 2022, between, Multnomah County School District #1J (“District”), and Guadalupe Guerrero (“Superintendent” or “I”), and for other good and valuable consideration to which I would not be entitled in the absence of this Release of Claims, I hereby release District, its directors, officers, shareholders, partners, members, agents, employees, attorneys, insurers, related corporations, successors and assigns (collectively, “Released Parties”), from any and all liability, damages or causes of action whatsoever, whether known or unknown, whether in tort, contract, or under local, state or federal statute arising through the date this release is executed. I understand and acknowledge that this release includes, but is not limited to any claim for reinstatement, re-employment, attorney fees or wages, severance pay, or additional compensation in any form, and any claim, including but not limited to claims for breach of contract, defamation, promissory estoppel, wrongful termination, whistleblower or other retaliation claims, and discrimination and/or harassment based on age, sex, race, religion, color, creed, disability, citizenship, national origin, military service, ancestry, sexual orientation or any other factor protected by federal, state or local law (such as claims arising from the Fair Standards Act of 1938, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Post Civil War Civil Rights Act, the Equal Pay Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family Medical Leave Act of 1993, the Uniformed Services Employment and Re-employment Rights Act, all as amended, and the civil rights, employment, and labor laws of any state and any regulation under such authorities) relating to my employment or association with District or the termination of that employment and association.

The District hereby releases Superintendent, and his descendants, ancestors, dependents, heirs, executors, administrators, successors and assigns (collectively, “Released Parties”), from any and all liability, damages or causes of action whatsoever, whether known or unknown, whether in tort, contract, or under local, state or federal statute in any way related to his employment by the District.

Release of Rights under Older Workers’ Benefit Protection Act. In accordance with the Age Discrimination in Employment Act and Older Workers’ Benefit Protection Act (collectively, the “Act”), I acknowledge that (1) I have been, and hereby am, advised in writing to consult with an attorney prior to executing this Agreement; (2) I am aware of certain rights to which I may be entitled under the Act; (3) as consideration for executing this Agreement, I will receive additional benefits and compensation of value to which I would otherwise not be entitled, and (4) by signing this Agreement, I do not waive rights or claims under the Act which may arise after the execution of this Agreement; (5) I have been given a period of at least 21 days from to consider this offer; (6) in the event I have not executed this Agreement on or before _____ the offer shall expire; (7) in the event I sign the Agreement prior to 21 days, I do so voluntarily; (8) any changes to the terms of the Agreement, whether material or immaterial shall not re-start the 21 day

consideration period; (9) I have a period of seven days from the date of execution in which to revoke this Agreement by written notice to the District's General Counsel; and (10) in the event I do not exercise my right to revoke this Agreement, the agreement shall become effective on the date immediately following the seven-day waiting period described above.

I have read this release carefully, acknowledge that I have been given at least 21 days to consider all of its terms, and have been advised to consult with an attorney and any other advisors of my choice prior to executing this Release, and I fully understand that by signing below I am voluntarily giving up any right which I may have to sue or bring other claims against the Released Parties. Finally, I have not been forced or pressured in any manner whatsoever to sign this Release, and I agree to all of its terms voluntarily.

This Release is final and binding and may not be changed or modified except in a writing signed by an authorized representative of the District.

Superintendent

Date