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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF YAMHILL

SCOTT LINENBERGER,
Plaintiff,
v.
**NEWBERG-DUNDEE PUBLIC
SCHOOL 29J,**
A local government of the State of Oregon,
Defendants.

Case No. 24CV48960
COMPLAINT
(Breach of Contract and Wage Claim)
DEMAND FOR JURY TRIAL
Prayer Amount: \$ 535,310.40
Filing Fee – ORS 21.160(1)(c) - \$594.00
NOT SUBJECT TO MANDATORY
ARBITRATION

For his complaint, Plaintiff alleges

:

FIRST CLAIM FOR RELIEF
Breach of Contract
(Against Defendant)

1.

Plaintiff is a resident and citizen of the State of Oregon, Yamhill County, who at all relevant times worked for Defendant Newberg-Dundee Public School, 29J. (hereinafter referred to as “ND”) in and around the County of Yamhill, as its Deputy Superintendent.

2.

Defendant ND is a school district duly constituted and existing under the laws of the

1 State of Oregon and Yamhill County, Oregon. It is governed by a seven-person board of
2 directors.

3 3.

4 ND employed Plaintiff commencing on or about August 2022 and under the existing
5 contract from on or about July 1, 2023 through on or about July 31, 2024. The material terms of
6 the existing contract are that ND drafted are set out and attached hereto as Exhibit A.

7 4.

8 At all relevant times, Defendant employees acted within the course and scope of their
9 employment.

10 5.

11 Defendant terminated Plaintiff without cause, on or about July 9, 2024, to take effect July
12 31, 2024.

13 6.

14 Plaintiff performed all conditions precedent to his right to receive full compensation for
15 his services rendered.

16 7..

17 Defendant breached said contract in material part in one or more of the following ways:

18 a. by failing to pay Plaintiff all owed wages and additional compensation in
19 the way of a severance owed under Section (8)(c) of the contract for his services
20 rendered;

21 b. by failing to deal fairly and in good faith with Plaintiff.

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8.

Under Section (8)(c), of the contract, Plaintiff is owed twenty four (24) months of full pay in the amount of no less than \$347,044.50, additional perquisites and benefits in the amount of no less than \$57,929.74, plus five years of the cost of Plaintiff’s insurance package estimated to be no less than \$130,336.16. All amounts to be amended before trial.

9.

Pursuant to ORS 82.010, Plaintiff is entitled to prejudgment interest on said amount from the time all amounts were owed to Plaintiff to the time of payment.

WHEREFORE, Plaintiff prays for the relief requested in each of his claims for relief and for such other relief as the Court deems just and appropriate.

Plaintiff Demands a Jury Trial.

DATED this 11th day of October 2024.

/s/ Benjamin Rosenthal
Benjamin Rosenthal, OSB No. 830828
Attorney for Plaintiff Scott Linenberger

EMPLOYMENT CONTRACT

Between

SCHOOL BOARD of the NEWBERG SCHOOL DISTRICT 29J

And

Scott A. Linenberger

THIS AGREEMENT made and entered into this 1st day of July 2023 by and between the NEWBERG SCHOOL DISTRICT 29J, District and Scott A. Linenberger as ("Deputy Superintendent").

The District, acting by and through its "(School Board)" desires to provide Deputy Superintendent with a written Employment Contract in order to enhance administrative stability and continuity that the School Board believes generally improves the quality of its overall educational program; and,

The School Board and Deputy Superintendent believe a written Employment Contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfil their governance and administrative functions in the operation of the education program of the Newberg School District.

THEREFORE, the School Board and Deputy Superintendent, for the consideration herein specified, agree as follows:

1. TERM

The DISTRICT hereby employs the DEPUTY SUPERINTENDENT for a period of three years, beginning on the 1st day of July 2023, and continuing as herein provided. This is a three-year continuing contract which provides that the contract shall be automatically extended on July 1 of each contract year for an additional year unless the Superintendent takes action and notifies the Deputy Superintendent by February 15, that the contract will NOT be extended for the additional year.

2. OTHER PROFESSIONAL ACTIVITIES

Deputy Superintendent shall devote his time, attention and energy to the business of the District. However, subject to prior Superintendent approval or as otherwise provided by District policy, he may serve as a consultant to other districts or educational agencies, lecture, engage in writing activities and speaking engagements, and engage in other activities that are of a short-term duration. The District will not be responsible for any expenses attendant to the performance of such outside activities.

3. PROFESSIONAL GROWTH OF THE DEPUTY SUPERINTENDENT

The District encourages the continuing professional growth of Deputy Superintendent through Deputy Superintendent's participation in:

- (a) Seminars and courses offered by public or private educational institutions to be reimbursed up to an amount agreed upon between the Superintendent and Deputy Superintendent;

- (b) Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of Deputy Superintendent to perform Deputy Superintendent's professional responsibilities for the District; and
- (c) The Deputy Superintendent's travel to and from participation in national conferences at District expense during each year of this contract as may be agreed between Superintendent and the Deputy Superintendent.

4. DEPUTY SUPERINTENDENT'S LICENSE

The Deputy Superintendent shall maintain a valid and appropriate license to act as Deputy Superintendent of Schools as required by the State of Oregon. Should the Deputy Superintendent fail to maintain such a license in good standing, the Superintendent may immediately terminate this Employment Contract for cause.

5. COMPENSATION

The District shall pay Deputy Superintendent a salary at the rate of \$162,000 for the 2023-2024 school year; thereafter, the Deputy Superintendent's COLA salary shall increase at the agreed upon negotiated percentage award to the Newberg Education Association (NEA) in COLA wages, in each additional year of the contract. The annual compensation shall be divided into twelve (12) equal monthly installments.

Any modification to the above salary or the benefits set forth in this Employment Contract shall be agreed upon in writing between the Superintendent and the Deputy Superintendent. Any change thereof shall become an addendum to this agreement.

6. EVALUATION AND EXTENSION OF CONTRACT

Annually, and not later than August 30, the Superintendent shall, in consultation with the Deputy 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 Deputy Superintendent.

If at any time in the opinion of the Superintendent, the Deputy Superintendent's services are unsatisfactory, he shall be notified in writing and given a reasonable opportunity to correct the condition.

Annually the Superintendent and Deputy Superintendent shall meet for the purpose of evaluation of the performance of the Deputy Superintendent and expressing the recommendations and observations on how such job performance may be improved. The Superintendent shall evaluate the Deputy Superintendent on the Deputy Superintendent's job performance and progress toward goals and objectives as set.

7. FRINGE BENEFITS

The Deputy Superintendent shall be entitled to participate in the following fringe benefits:

- a) PERS: The District shall pay the employee contributions to the Public Employees Retirement System (PERS).

- b) Professional Dues: The School District shall pay the cost of Deputy Superintendent's professional membership (American Association of School Administrators, COSA, and ASCD), dues and fees and for such other professional and/or service organizations, professional publications, etc. as approved by the Superintendent.
- c) Professional Growth/Release time: The Superintendent encourages the continuing professional growth of Deputy Superintendent. In that encouragement, the Superintendent shall permit a reasonable amount of prearranged release time for Deputy Superintendent as it deems appropriate to attend conferences, programs, seminars, courses, or other such matters or activities and pay for the reasonably necessary cost of travel and subsistence as approved by the School District in its annual budget.
- d) Insurance: The District shall pay on behalf of the Deputy Superintendent the premiums for group medical, dental, vision, life and disability insurance as granted to other District office directors.
- e) TSA: A District contribution of 4% of annual salary divided into twelve monthly payments toward a Tax Sheltered Annuity of the Superintendent's choice through one of the District-approved vendors. The Deputy Superintendent is responsible that such TSA contributions are within the IRS regulations.
- f) Travel Allowance: The District agrees to pay the Deputy Superintendent for the operation of the personally owned vehicle. The District agrees to pay the Deputy Superintendent 3% of the base yearly salary per month toward this usage. The annual compensation shall be divided into twelve (12) equal monthly installments.
- g) Vacation Day Periods/School Breaks: The Deputy Superintendent shall be entitled to twenty (20) paid vacation days between July 1 and June 30 during each fiscal year. The vacations days will be front-loaded at the start of the new contract year on July 1. The Deputy Superintendent will be cashed out for all unused vacation days each year by June 30.
- h) Sick Leave: The Deputy Superintendent shall be granted sick leave, in accordance with Oregon law, and is entitled to 12 days of paid sick leave per year, which, if unused, accumulate without limit.
- i) Paid leaves: The Deputy Superintendent shall be entitled to all leaves of absence such as bereavement, personal, or professional days, as are available to other District office directors.
- j) Technology and Cell Phone: The Deputy Superintendent will be provided with technology and cell phone options similar to other District office directors. The District agrees to pay the Deputy Superintendent 2% of the base yearly toward this usage. The annual compensation shall be divided into twelve equal (12) monthly installments.

8. TERMINATION OF EMPLOYMENT CONTRACT

- a) By Deputy Superintendent: The Deputy Superintendent may resign and terminate the Employment Contract upon giving the School District written notice at least thirty (30) days before the date of termination.
- b) By District for Cause:
 - a. The Deputy Superintendent may be discharged at any time for cause. Adequate cause for discharge shall constitute conduct which is materially damaging to District including, but not limited to, neglect of duty, unlawful conduct, breach of contract, or any ground for which a permanent teacher might be terminated as a District employee under the current laws of the State of Oregon. Notice of discharge for cause shall be given to Deputy Superintendent in writing. Deputy Superintendent shall be entitled to a hearing before the Superintendent if he makes written request for such a hearing within ten (10) days from receipt of the notice of discharge.

- b. The Deputy Superintendent shall be entitled to a due process hearing before the Board together with a written decision setting forth the Board's decision and its reasons therefor. Deputy Superintendent may be accompanied at such hearing by legal counsel of their choice, at district expense. Such hearing shall be conducted in closed executive session unless otherwise requested by the Deputy Superintendent.
- c) No Cause Termination of Contract:
 - a. Notwithstanding Section 1 of this Agreement, the District may discharge Deputy Superintendent as Deputy Superintendent and terminate this Agreement without any showing of cause for twenty four (24) months of full pay. The Board will continue to pay the Deputy Superintendent's salary and fringe benefits monthly for the notice period of twenty four (24) months, or pay the balance of the Deputy Superintendent's salary and fringe benefits, in one lump sum if agreed upon by both the Board and the Superintendent. Such notice shall terminate this Agreement without recourse.
 - b. Upon separation from the school district, the Board agrees to pay in full, the superintendent's insurance package for the following five (5) years after the separation date.

- 11. EXPENSES. The District shall reimburse the Deputy Superintendent according to District policy for incidental expenses necessary for the operation of the District.
- 12. MODIFICATION. This Employment Contract constitutes the entire agreement between the parties and supersedes all prior agreements and understandings between them. 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, in the name of the Superintendent, and in the name of the Superintendent.

Accepted this 13 day of June 2023.

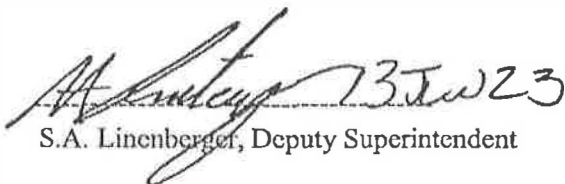
BY:



Stephen W. Phillips, Superintendent



David Brown, School Board Chair



S.A. Linenberger, Deputy Superintendent