

EMPLOYMENT CONTRACT
BETWEEN
DEREK FIALKIEWICZ
AND THE
BOARD OF DIRECTORS OF
CORBETT SCHOOL DISTRICT NO. 39

This Employment Contract made and entered into this 20th day of April, 2022 by and between the Board of Directors of the Corbett School District No. 39, hereinafter referred to as DISTRICT, and Derek Fialkiewicz, hereinafter referred to as SUPERINTENDENT.

WHEREAS, 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 education program of the schools; and,

NOW, THEREFORE, DISTRICT and SUPERINTENDENT, for the consideration herein specified, agree as follows:

1. TERM

- A. DISTRICT, in consideration of the promises, herein contained, of SUPERINTENDENT, hereby employs, and SUPERINTENDENT hereby accepts employment, as Superintendent of Schools for a three (3) year term commencing July 1, 2022, and ending June 30, 2025.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of DISTRICT or SUPERINTENDENT to terminate this Agreement at any time subject only to the provisions herein relating to termination. This contract is only for the time specified above and it shall not be otherwise extended or renewed by any "automatic" provision. The DISTRICT may elect to extend this Agreement at any time. This paragraph satisfies the requirement for notice of nonrenewal required by ORS 342.513.

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES

- A. SUPERINTENDENT'S LICENSE: The SUPERINTENDENT shall obtain a valid and appropriate license to act as Superintendent of Schools as required by the State of Oregon and shall maintain such license throughout the life of this agreement. Should the Superintendent fail to maintain such a license in good standing, the district may seek any appropriate remedy under this agreement.

The SUPERINTENDENT shall take no action on behalf of the DISTRICT until the effective date of their license.

- B. 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.

SUPERINTENDENT shall have charge of the administration of the schools under the direction of the BOARD.

SUPERINTENDENT shall be the chief executive officer of the DISTRICT;

shall direct and assign teachers and other employees of the schools under SUPERINTENDENT supervision;

shall organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the DISTRICT;

shall select all personnel subject to the approval of the BOARD;

shall from time to time suggest regulations, rules and procedures deemed necessary for the well ordering of the school DISTRICT;

and in general, perform all duties as described in the position description, incident to the office of SUPERINTENDENT and such other duties as listed in the SUPERINTENDENT job description and as may be prescribed by the BOARD from time to time.

The BOARD, individually and collectively, shall promptly refer all criticisms, complaints and suggestions called to its attention to SUPERINTENDENT for study and recommendation.

SUPERINTENDENT shall attend all Board meetings, unless excused with mutual agreement between the BOARD or Chairperson of the Board and SUPERINTENDENT, except executive sessions held to discuss SUPERINTENDENT employment status.

C. BOARD RESPONSIBILITIES

BOARD shall allow the SUPERINTENDENT to present their recommendation to the BOARD on any subject under consideration by BOARD prior to action being taken on the subject by the BOARD.

Notwithstanding, BOARD may exclude SUPERINTENDENT from all or part of an executive session called to discuss SUPERINTENDENT'S performance or employment under ORS 192.660(2)(b) or (i).

- D. GOALS AND OBJECTIVES: Prior to or within 90 days after the beginning of the term of this agreement, the parties shall meet to establish DISTRICT goals and objectives for the ensuing school year. Said goals and objectives shall be reduced

to writing and shall be among the criteria by which the Superintendent is evaluated as hereafter provided. Any changes to the Goals and Objectives dates mentioned herein shall require mutual consent by both parties.

3. PROFESSIONAL DEVELOPMENT and GROWTH

- A. The DISTRICT shall pay for the SUPERINTENDENT's reasonable expenses in connection with activities that relate to the required professional growth of the Superintendent as required for licensure.
- B. The DISTRICT encourages the continuing professional growth of the SUPERINTENDENT through his participation in;
 - The operations, programs and other activities conducted or sponsored by local, state and school board activities;
 - Seminars and courses offered by public or private educational institutions;
 - Informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his professional responsibilities for the District.
- C. In its encouragement, the DISTRICT shall permit a reasonable amount of release time for the Superintendent to attend to such matters and shall pay for the necessary membership, travel, conference/workshop registration and subsistence expenses with prior Board approval.

4. COMPENSATION

- A. Salary: DISTRICT shall pay SUPERINTENDENT an annual salary of One Hundred Fifty Thousand Dollars per 12 month contract year. This annual salary rate shall be paid monthly to SUPERINTENDENT in accordance with the schedule of salary payment in effect for other administrative employees or in such other way as is mutually agreed to by both parties.
- B. The DISTRICT will pay the employer portion of the Oregon Public Employees Retirement System (PERS) contribution as required by law. The SUPERINTENDENT shall pay their PERS employee contribution to the extent required by law.
- C. The DISTRICT shall pay \$800 monthly into a tax-sheltered annuity of SUPERINTENDENT'S choice during SUPERINTENDENT's employment.

5. OTHER BENEFITS

- A. Vacations: The SUPERINTENDENT shall be required to render full and regular service to the DISTRICT during each annual period covered by this agreement, except that they shall be entitled to 25 days of paid vacation per contract year in

addition to holidays as indicated below. Vacation shall be front loaded for the upcoming 12 months on July 1st of each year. On July 1st of each year, the SUPERINTENDENT may carry forward to the commencing 12 month period a maximum of 10 vacation days and may opt to have the DISTRICT buy back up to 10 unused vacation days. At no time shall the SUPERINTENDENT have more than 50 vacation days available. Accrued vacation days in excess of 50 shall be forfeited without compensation.

- B. Holidays: The SUPERINTENDENT may take holidays that are observed by the District (12 Days). Those presently include the Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the following Friday, Christmas Break (2 days), New Year's Day, Martin Luther King, Jr Day, Presidents' Day and Memorial Day, and Juneteenth.
- C. The DISTRICT will not recognize or compensate for compensatory time.
- D. Memberships: DISTRICT shall pay the SUPERINTENDENT'S membership charges to the American Association of School Administrators, (AASA), the Oregon Coalition of School Administrators (COSA) and other professional groups in which SUPERINTENDENT feels it is necessary to maintain and improve professional skills, as permitted by state law and as approved by DISTRICT in the annual budget.
- E. Civic and Service Associations: Recognizing the importance of a strong working relationship between the schools and the community, DISTRICT shall pay dues, membership fees and related expenses for membership in service and civic associations as provided in the Board-adopted budget.
- F. Health, Dental and Vision Benefits: The District shall provide to the SUPERINTENDENT the same health insurance benefits as it does to licensed employees.
- G. Sick Leave: The SUPERINTENDENT is allowed up to twelve (12) paid sick days pursuant to ORS 332.507. The SUPERINTENDENT shall have the rights accorded under ORS 332.597(5) concerning sick leave and retirement benefits.
- H. Disability and Life Insurance: The DISTRICT will provide SUPERINTENDENT with long-term and short-term disability insurance and life insurance coverage the same as it does to other licensed employees. The DISTRICT will provide SUPERINTENDENT with additional life insurance coverage that the SUPERINTENDENT is medically and otherwise qualified to receive equal to the annual salary, at the next available open enrollment period following the start of the contract year.
- I. Travel and Meals: The DISTRICT will provide SUPERINTENDENT reimbursement for travel upon claim at the IRS rate per mile, \$35.00 per day for meals, and \$85 per day for lodging. Actual costs exceeding the meals and lodging amounts will be reimbursed with receipts.

- J. Relocation: The DISTRICT will provide SUPERINTENDENT a one-time relocation and temporary housing stipend of \$10,000 to be paid within 14 days of the date of this contract.
- K. FRINGE BENEFITS: The Superintendent shall be entitled to participate in all fringe benefits provided other administrative employees of the DISTRICT.

6. EXPENSES

- A. DISTRICT shall pay or reimburse SUPERINTENDENT for reasonable expenses approved by DISTRICT and necessary expenses incurred by SUPERINTENDENT in the continuing performance of duties under this Agreement. Such reimbursements shall be based upon DISTRICT established expense schedules for meals, lodging, and other such expenses, with required procedures for documentation if such expenses exceed DISTRICT guidelines.

7. PROFESSIONAL LIABILITY

- A. DISTRICT agrees that it shall defend, hold harmless and indemnify SUPERINTENDENT from any and all demands, claims, suits, actions and legal proceedings brought against SUPERINTENDENT in SUPERINTENDENT's individual capacity, or in the official capacity as agent and employee of DISTRICT, provided the incident arose when SUPERINTENDENT was acting within the scope of employment and excluding criminal litigation, as such liability coverage is within the authority of the school board to provide under state law. Except that, in no case, will individual Board members be considered personally liable for indemnifying SUPERINTENDENT against such demands, claims, suits, actions and legal proceedings when acting in an official capacity as agent and employee of DISTRICT, in accordance with applicable state law.
- B. If, in the good faith opinion of SUPERINTENDENT, conflict exists as regards the defense to such claim between the legal position of SUPERINTENDENT and the legal position of DISTRICT, SUPERINTENDENT may engage counsel in which event DISTRICT shall indemnify SUPERINTENDENT for the costs of legal defense as permitted by state law.
- C. DISTRICT shall not, however, be required to pay any costs of any legal proceedings in the event DISTRICT and SUPERINTENDENT have adverse interest in such litigation, except as stated above.
- D. The obligation under paragraph 7.A. survives termination of this contract.

8. EVALUATION

- A. The BOARD shall evaluate and assess in writing the performance of SUPERINTENDENT at least once per year during the term of this contract prior to March 15 of any year of the contract. This evaluation and assessment shall be related to the position description of SUPERINTENDENT and the goals and

objectives of DISTRICT for the contract term to date. The format for this evaluation and assessment shall be mutually agreed upon between the Chairperson of the Board and SUPERINTENDENT.

9. RENEWAL OF EMPLOYMENT CONTRACT

- A. At any time during the contract term, the Board may elect to offer a new contract to SUPERINTENDENT, in which case the Board and SUPERINTENDENT shall negotiate such new contract prior to expiration of this Agreement. Nothing in this Agreement shall prohibit the parties from mutually agreeing to change one or more of the terms of this Agreement in the future.

10. TERMINATION OF EMPLOYMENT CONTRACT

This employment contract may be terminated by:

- A. Mutual Agreement of the Parties. SUPERINTENDENT shall give DISTRICT not less than Ninety (90) days' notice of intention to terminate this employment contract.
- B. Retirement of SUPERINTENDENT.
- C. Disability of SUPERINTENDENT. In the event of disability by illness or incapacity, after SUPERINTENDENT'S sick leave has been exhausted, the compensation shall be reinstated after SUPERINTENDENT has returned to employment and undertaken the full discharge of duties. DISTRICT may terminate this contract by written notice to SUPERINTENDENT at any time after SUPERINTENDENT has exhausted any accumulated sick leave and such other leave as may be available and has been absent from employment for whatever cause for an additional continuous period of twelve weeks. All obligations of DISTRICT shall cease upon such termination other than long term disability benefits through a third-party insurer.
- D. Termination for Cause. The DISTRICT may terminate this employment contract at any time upon good and just cause. Good and just cause shall mean 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; or any grounds which a permanent teacher could be dismissed pursuant to ORS 342.895.8. Termination for adhering to Federal Law, State Law, ODE Guidelines, or District policies shall not be considered just cause. Discharge for cause may include failure to maintain in good standing a valid and appropriate certificate to act as a superintendent of schools as required by the State of Oregon.

The SUPERINTENDENT shall be entitled to due process, which shall include notice of termination given in writing at least ten (10) days prior to a hearing. Such notice shall include a statement of the reasons constituting cause. SUPERINTENDENT shall be entitled to a hearing before the BOARD and the opportunity to be heard on the charges against SUPERINTENDENT and to respond

to such charges, confront and cross-examine witnesses called by the DISTRICT and to refute, orally or in writing, such charges. SUPERINTENDENT may be represented by legal counsel at such meetings as provided by Oregon law at SUPERINTENDENT'S sole cost and expense. The burden of proving any charges shall be upon the DISTRICT and SUPERINTENDENT shall be provided the written decision regarding the results of the meeting. Such meeting may be conducted in executive session as provided by Oregon law.

- E. Termination with SUPERINTENDENT'S Concurrence. DISTRICT may propose to terminate this employment contract upon Ninety (90) days written notice to SUPERINTENDENT. If SUPERINTENDENT concurs in writing with this decision, DISTRICT shall pay to SUPERINTENDENT all aggregate salary, allowances and other compensation he would have earned under this employment contract up to the date of termination from employment.
- F. Termination at BOARD's Discretion. District may decide to terminate this employment contract upon notice to SUPERINTENDENT. District shall pay SUPERINTENDENT the remainder of the aggregate salary, allowances and other compensation he would have earned under this employment contract, to a maximum of 12 months' salary and benefits.
- G. Death of SUPERINTENDENT.

11. SAVINGS CLAUSE

- A. If, during the term of this contract, it is found that a specific clause of the contract is illegal in federal or state law, the remainder of the contract not affected by such ruling shall remain in force.

12. APPLICABLE LAW

- A. This agreement is subject to all applicable laws of the State of Oregon, rules and regulations of the State Board of Education, and rules, regulations, and policies of this DISTRICT, which pertain to the DISTRICT's Superintendent. The venue for resolving all legal disputes under this Employment Contract shall be in the circuit court of Multnomah County, Oregon.

IN WITNESS WHEREOF, DISTRICT has caused this Employment Contract to be approved on its behalf by a duly authorized officer and SUPERINTENDENT has approved this Employment Contract effective on the day and year herein above mentioned.

SUPERINTENDENT

BOARD OF DIRECTORS OF
CORBETT SCHOOL DISTRICT #39
IN MULTNOMAH COUNTY, OREGON

By: _____

Date: _____

Date: _____