

**SUPERINTENDENT
EMPLOYMENT CONTRACT
2022 - 2025**

**THE BOARD OF THE MORROW COUNTY SCHOOL DISTRICT,
MORROW COUNTY, OREGON**

It is hereby agreed by and between the Board of the Morrow County School District, located in Morrow County in the State of Oregon (hereinafter called the District or Board), and the Superintendent that the District in accordance with this agreement has and does hereby employ the Superintendent for the term of this Contract.

The Superintendent hereby accepts employment with the District upon the terms and conditions of this Employment Contract as follows:

ARTICLE I - DUTIES

The Superintendent shall be the Chief Executive Officer of the District. As such, the Superintendent shall have the responsibility for execution of Board policy, whereas the Board shall retain the responsibility for formulating and adopting policy. The Superintendent agrees to diligently and faithfully perform the duties of the position pursuant to, and in compliance with, the laws of the State of Oregon and in conformance with the rules and policies of the District and the directions of the Board.

The Superintendent shall be responsible for all personnel matters, including the recommendation for hire, assignment, direction, evaluation, transfer, discipline, and the recommendation for dismissal, of all staff subject to applicable Collective Bargaining Agreements, Board policies and Oregon law, and shall organize, reorganize and arrange the administrative and supervisory staff as best serves the District. The Superintendent shall employ all personnel subject to the approval of the Board.

The Superintendent shall attend each meeting of the Board, except when excused by the Board. Additionally, the Superintendent shall suggest policies, regulation, rules and procedures deemed necessary for the efficient and effective functioning of the District and in general shall perform all duties incident to the office of Superintendent and other such duties as may be specified and/or delegated by the Board.

The Superintendent hereby agrees to devote his or her full time, skill, labor and attention to District employment during the term of this Contract. However, as approved by the Board, the Superintendent may undertake a reasonable amount of consultative work, speaking engagements, writing, lecturing or other similar professional duties and obligations.

ARTICLE II – WORKING PERIOD FOR JULY 1 – JUNE 30

The Superintendent contract will be 255 days. The Superintendent shall schedule 243 work days and twelve (12) paid holidays (New Year’s Eve Day, New Year’s Day, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Day and the day prior to Christmas). The Superintendent shall receive twenty (20) paid days of vacation, however, at the end of each fiscal year the employee will only be eligible to receive payment for five (5) unused vacation days, can carry over five (5) unused days with all other unused days lost.

ARTICLE III – REIMBURSEMENT ALLOWANCE

- A. District transportation is made available to the Superintendent for all school district business. A car will be provided to the Superintendent for use during the term of his/her employment.
- B. During the period of this agreement, the district will pay an annual stipend of \$1,092 towards a cellphone.
- C. Upon approval of the board, the District shall reimburse the Superintendent for reasonable expenses incurred by the Superintendent in the performance of his duties under this Contract.

ARTICLE IV – DUES

The Board shall pay the Superintendent’s dues to the Confederation of Oregon School Administrators which will include membership in Oregon Association of School Executives (OASE) and American Association of School Administrators (AASA).

The Board may pay for additional dues as may be requested by the Superintendent and approved by the Board.

ARTICLE V – PROFESSIONAL GROWTH

- A. The District encourages the continuing professional growth of the Superintendent through participation, by the Superintendent, in:
 - 1. the operations, programs, and other activities conducted or sponsored by local, state, and national school administrator and school associations;
 - 2. seminars and courses offered by public or private educational institutions; and
 - 3. informational meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his or her professional responsibilities for the District.

The Board shall permit a reasonable amount of release time for the Superintendent to attend to such matters, shall pay necessary and reasonable costs for registration and meeting expenses, tuition, travel and subsistence expenses within the Superintendent's budget category limitations.

ARTICLE VI – PAID LEAVES

- A. Sick leave accumulated by the Superintendent during employment with other Oregon school districts may be transferred to the Superintendent's sick leave account with this District upon the Superintendent's completion of 30 working days in the District. Following the transfer, the Superintendent may take up to 75 days of the previously accumulated and transferred sick leave pursuant to state law for the life of this Employment Contract. The district will grant the Superintendent twelve (12) days of sick leave per year with unlimited accumulation of sick leave.
- B. The Superintendent shall be allowed up to five (5) days of paid bereavement leave per year, for death in the immediate family. Members of the immediate family are defined as follows: spouse, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, grandparents, grandchildren and relatives living in the immediate household.
- C. In accordance with the Oregon Sick Time statute, the district agrees to pay up to forty (40) hours per year of paid sick time. This leave may be used in the case of mental or physical illness, injury or health condition, need for medical diagnosis, treatment of a mental or physical illness, injury or health condition, or need for preventative medical care for self or for care of family member for reasons listed above. Paid sick time may also be used for the death of a family member, bereavement, or participation in a legal or civil proceeding related to domestic violence, harassment, sexual assault, or stalking. This paid sick time will be front-loaded to the employee at the beginning of each year.

ARTICLE VII - SALARY

Annual base salary shall be \$170,775 for the 2022-2023 school year. The salary for future years shall be increased by the same amounts as is provided to other administrative employees of the district.

The Board retains the right to adjust the annual salary of the Superintendent during the term of this Contract. The salary adjustment will not reduce the annual salary as stated above unless such decrease is part of a uniform plan affecting salaries of all employees of the District. Any adjustment in salary made during the life of the Contract shall be in the form of a written amendment and shall become part of this Contract.

ARTICLE VIII – FRINGE BENEFITS

A. Health Insurance

The cap for the Superintendent will be tied to the negotiated cap for teachers in all future years. The 2022-2023 insurance cap is \$1700.

Subject to the rules and regulations of the insurance carrier, OEBC, and the IRS, active employees who maintain and provide proof of another medical benefit plan may opt-out of District sponsored health insurance coverage. Employees who opt-out of health insurance coverage and who are otherwise eligible for a District contribution towards insurance premiums, may receive 50% of the employee's maximum District insurance contribution toward a District Sponsored Health Reimbursement Arrangement (HRA) VEBA, as long as such contribution would not create disadvantageous tax consequences for the District of the employee.

If the Superintendent elects an HSA Plan – 100% of the difference between the cost of the insurance and the district cap will be put into a Health Savings Account (HSA).

Eligible employees who do not maintain and provide proof annually of another employer-sponsored group medical plan will not be permitted to opt-out of District sponsored group insurance coverage.

B. Early Retirement Insurance Benefit

Providing the Superintendent has completed ten (10) years of continuous service with the Morrow County School District immediately preceding his/her retirement under PERS the employee shall be eligible to receive the hospital/medical/dental/vision insurance coverage or a VEBA for 10 years or until age 65, whichever comes first. Specifically, at the time of retirement, the district shall pay the premiums (capped at the amount the district is paying at the time of retirement) for the retired administrator and the administrator's spouse for coverage under the current administrative plan for medical/dental/vision insurance for 10 years or until the administrator reaches sixty-five (65) years of age, whichever comes first. If the administrator's spouse works for an employer other than MCSD, the administrator would be eligible for the district payment of medical/dental/vision premiums upon retirement.

Upon verification of coverage, the district shall pay the insurance premium directly to the insurance company each month.

In the event of the administrator's death prior to the 10 years of coverage or age sixty-five (65), the district shall pay monthly premiums (capped at the amount the district is paying at the time of retirement) covering the spouse under the district's hospital/medical/dental/vision insurance if the administrator qualified for insurance coverage at the time of retirement. Coverage shall continue until such time as the 10 years' coverage has elapsed, or administrator would have become sixty-five (65) years of age, whichever comes first."

C. Accidental Death and Dismemberment / Long-Term Disability Insurance

The District will provide long-term disability (LTD) coverage in accordance with the plan currently in effect for district administrators, for the term of this agreement.

D. PERS Pick-up

The District shall pay the 6% employee contribution on behalf of the Superintendent to the Public Employee Retirement System.

E. Administrator Choice

The district will pay \$500.00 monthly to go towards one of the following: insurance or an annuity.

ARTICLE IX - TERM

Unless this Contract is renewed by written amendment or is terminated based upon subsequent provisions of this Contract, this Contract shall commence July 1, 2022, and shall terminate on June 30, 2025. This provision of this Contract is intended to provide written notice of non-renewal to the Superintendent as of July 1, 2024, to the extent required by ORS 342.513, or as of July 1st of the final year of the contract if it is subsequently extended by the parties. This agreement may be extended during its term by the mutual agreement of the parties, but in no event will it be more than three years in duration at any given time.

ARTICLE X - EVALUATION

The Board and Superintendent shall meet annually to establish District goals and objectives for the ensuing school year. These goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated as hereafter provided. The Board shall, prior to May 15 of each year, conduct an evaluation of the Superintendent's performance under this Agreement according to criteria developed by the Board and in cooperation with the Superintendent. Such criteria shall be adopted by the Board at meetings open to the public. Such evaluation shall be, upon its conclusion, summarized in writing and reviewed in executive session by the Board according to Oregon public meetings laws, unless the Superintendent requests an open session. The purpose of the review and evaluation shall be to improve administrative leadership and relations between the Board and the Superintendent and to identify areas of potential improvement or focus.

ARTICLE XI - MAINTENANCE OF CERTIFICATE

The Superintendent shall furnish throughout the life of this Contract a valid and appropriate certificate as defined in ORS 342.140 to act as Superintendent in the State of

Oregon as directed by the Board. Should the Superintendent fail to maintain a license in good standing, the Board may unilaterally terminate this contract.

ARTICLE XII - TERMINATION OF EMPLOYMENT CONTRACT

- A. Termination at the request of the Superintendent. In the event the Superintendent intends to act to terminate this Employment Contract prior to its termination date, he or she shall give the District ninety (90) days written notice of such intention.
- B. Termination by mutual agreement. The Employment Contract may be terminated at any time and under any provisions mutually agreed upon by both parties.
- C. Termination without specific cause. The Board may, at its option, without a pre-termination or post-termination hearing, but upon written notice, unilaterally terminate this employment contract for any cause or no cause. If such unilateral action is to be taken, the Board shall provide the Superintendent with twelve (12) calendar months' notice, or with notice equivalent to the number of months left on the Superintendent's contract if less than twelve, prior to the termination becoming effective. During this notice period, the Superintendent shall receive their full salary and benefits. The Board may, at its discretion, relieve the Superintendent of their duties during part or all of the notice period.
- D. Termination for cause. The District may terminate this Contract without any obligation for severance pay immediately upon the concurrence of either of the following events:
 - (a) Superintendent's material breach of this Employment Contract or failure to perform employment obligations in accordance with the terms and conditions of this Contract.
 - (b) Superintendent's commission of a felony or any other act which a reasonable person would consider materially damaging to the reputation of the District.

Prior to such termination for cause, the Superintendent shall receive written notice of the reason(s) for the proposed action and will be allowed an opportunity for a Board executive session hearing to respond to the reasons either orally or in writing.

ARTICLE XII - RESIDENCY

As a condition of employment, the Superintendent must reside in the Morrow County School District.

ARTICLE XIII - SEVERABILITY

If this Contract or any portion thereof, is held by the courts to be illegal or in conflict with any law or regulation of the State of Oregon, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular illegal term or provision.

ARTICLE XIV - ENTIRE AGREEMENT

This Contract contains the entire agreement of the parties. Except as fully set forth herein, there are no other enforceable representations, agreements, or understandings, oral or written, between the parties relating to the subject of this Employment Contract.

ARTICLE XV – LIABILITY AND INDEMNIFICATION

In accordance with ORS 30.285, the District shall hold harmless and indemnify the Superintendent from any and all demand, 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. In no case will the Board members be considered personally liable for indemnifying the Superintendent against such demands, claims, suits, actions, and legal proceedings. If, in the good faith opinion of the Superintendent, conflict exists regarding legal defenses to a third-party claim against the Superintendent and 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 cost 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 proceedings or judgments in the event the District and Superintendent have adverse interests in any litigation, including but not limited to claims made by the Superintendent against the District.

The District, pursuant to the authority of its Board of Directors, by its action of April 13, 2022, has caused two originals of this Employment Contract to be signed in the name of the District by the Chair of the School Board, and the Superintendent has signed on his behalf.

AGREED TO AND SIGNED BY:

Chairman, Board of Directors

Date

Superintendent

Date

Last updated: April 2022