

EMPLOYMENT CONTRACT

between

Paul M. Erlebach

and the

GOVERNING BODY

of the

NEAH-KAH-NIE SCHOOL DISTRICT NO. 56

ROCKAWAY BEACH, OREGON

THIS AGREEMENT, made and entered into for the 1st day of July, 2018, between the Neah-Kah-Nie School District No. 56, hereinafter referred to as DISTRICT, and Paul M. Erlebach, hereinafter referred to as SUPERINTENDENT.

WITNESSETH:

WHEREAS, the DISTRICT and the SUPERINTENDENT are desirous of having the SUPERINTENDENT serve as the chief executive officer of the DISTRICT and to perform all duties required by that office, and

WHEREAS, the DISTRICT and the 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;

NOW THEREFORE, in consideration of the mutual promises contained herein, the DISTRICT hereby employs the SUPERINTENDENT as Superintendent-Clerk of Schools in and for said DISTRICT, and the SUPERINTENDENT hereby accepts such employment upon the terms and conditions following:

1. **TERM:** The DISTRICT hereby employs the SUPERINTENDENT for a period of three years, beginning on the 1st day of July 2018, and terminating on the 30th day of June, 2021.

2. **SALARY:** The DISTRICT shall pay the SUPERINTENDENT, at an annual salary rate of \$136,010.00 for the first twelve (12) months of employment under this agreement, payable in twelve (12) equal monthly payments commencing July 1, 2018, and ending on June 30, 2019. The annual salary for 2019-20 and the annual salary for 2020-21 shall be

determined later.

3. **SUPERINTENDENT AND BOARD RESPONSIBILITIES:** 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 said policy. The parties agree, individually and collectively not to interfere with nor usurp the primary responsibility of the other party. The members of the Board individually and collectively, further agree to refer promptly all criticisms, complaints and suggestions called to their attention to the SUPERINTENDENT for study and recommendation.

4. **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. In addition to the powers and duties set forth in the Oregon Revised Statutes and Oregon Administrative Rules, the SUPERINTENDENT shall have the additional powers and duties set forth in the job description of SUPERINTENDENT in the DISTRICT Job Description Manual.

The SUPERINTENDENT shall have complete freedom to organize, reorganize and arrange the administrative staff, including instruction and business affairs, which in the SUPERINTENDENT'S judgment best serves the DISTRICT. The responsibility for all personnel matters, including selection, assignment, hiring and firing of all classified and non licensed personnel, and transfer of personnel shall be vested in the SUPERINTENDENT, subject to approval by the Board, with the exception of hiring and firing of licensed personnel, which shall be the duty of the Board. The SUPERINTENDENT shall have the authority to accept resignations from all staff members. The SUPERINTENDENT may waive the 60-day requirement for licensed personnel to submit a resignation, as contained in ORS 342.553.

The SUPERINTENDENT shall:

- A. Periodically evaluate all administrative and all district office employees as provided for by Oregon law and Board policy;
- B. Establish and maintain an appropriate community relations program;
- C. Endeavor to maintain and improve the SUPERINTENDENT'S professional competence by all available means, including subscribing to and reading appropriate periodicals, joining appropriate professional associations, and participating in activities of such associations; and
- D. Be entitled to:
 - 1) Present the SUPERINTENDENT'S 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, except as directed by the Board in matters relating to the SUPERINTENDENT.
- 3) Serve as an ex officio member of each committee established by the Board.

5. **GOALS AND OBJECTIVES:** On or about June 30 of each succeeding school year of this agreement, the parties will meet to establish goals and objectives for the SUPERINTENDENT for the succeeding school year. These goals and objectives will be reduced to writing and shall be among the criteria by which the SUPERINTENDENT is evaluated as hereafter provided in this contract.

6. **PROFESSIONAL GROWTH OF SUPERINTENDENT:** The DISTRICT encourages the continuing professional growth of the SUPERINTENDENT through the SUPERINTENDENT'S participation, as the SUPERINTENDENT might decide in light of the SUPERINTENDENT'S responsibilities as the SUPERINTENDENT, IN:

- A. The operations, programs and other activities conducted or sponsored by local, state, and national school administrator and school board association;
- B. Seminars and courses offered by public or private educational institutions; and
- C. Informal meetings with other persons whose particular skills or backgrounds would serve to improve the capacity of the SUPERINTENDENT to perform the SUPERINTENDENT'S professional responsibilities for the DISTRICT.

As its encouragement, the DISTRICT shall permit a reasonable amount of release time for the SUPERINTENDENT as the SUPERINTENDENT deems appropriate to attend to such matters and pay for the necessary membership, tuition, travel, and subsistence expenses as approved by the Board.

7. **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 certificate in good standing, the DISTRICT may seek any appropriate remedy under this agreement.

8. **EVALUATION:** On or before February 1st of each fiscal year the Board and the SUPERINTENDENT shall meet in executive sessions for the purposes of mutual evaluation of the performance of the Board and the SUPERINTENDENT and to express recommendations and observations on how such performance may be continually improved. The time and date of the executive session shall be agreed to by the Board and the SUPERINTENDENT sufficiently in advance of the executive session to permit adequate preparation for a constructive exchange of views.

9. PROFESSIONAL ACTIVITIES: The SUPERINTENDENT may with prior approval of the Board (or ratification by the Board where such prior approval is not feasible), undertake consultative work, speaking engagements, writing and other professional activities for honoraria and expenses, provided such activities do not interfere with the SUPERINTENDENT'S normal duties.

10. HOLIDAYS: The SUPERINTENDENT shall be entitled to 9 Holidays as indicated on the annual School Calendar.

11. VACATION AND PERSONAL LEAVE: The SUPERINTENDENT shall be required to render twelve (12) months of full and regular service to the DISTRICT during each annual period covered by this agreement, except that the SUPERINTENDENT shall be entitled to twenty-five (25) days' vacation in addition to any other holidays normally observed by the DISTRICT. In the event of termination or expiration of this agreement, the SUPERINTENDENT shall be compensated for not more than one (1) unused accrued vacation day per month at the salary rate effective at the time of the termination or expiration of this agreement. The maximum of twelve vacation days may be accumulated. This limitation may be waived by Board action. The Superintendent is allowed three (3) personal leave days annually.

12. FRINGE BENEFITS: The SUPERINTENDENT shall be entitled to participate in all fringe benefits provided other administrative employees of the DISTRICT. The SUPERINTENDENT is entitled to a \$75 per month taxable stipend as compensation for the use of a personal cell phone for DISTRICT business.

13. DISABILITY OF THE SUPERINTENDENT: Notwithstanding anything in this agreement to the contrary, the DISTRICT is hereby given the option to terminate this agreement in the event that the SUPERINTENDENT shall become permanently disabled as defined hereafter during the term of this agreement or any extension thereof. Such option shall be exercised by the DISTRICT giving ten (10) days' written notice to the SUPERINTENDENT by registered mail addressed to the SUPERINTENDENT at the District Office or at such other address as the SUPERINTENDENT shall furnish in writing to the DISTRICT.

During any such period of disability and until final termination, the SUPERINTENDENT'S compensation shall be as follows:

- A. Normal compensation shall be paid until all unused vacation day and sick leave days have been used.
- B. The normal health insurance package shall be maintained by the DISTRICT until such time as long-term disability insurance becomes effective.

For the purpose of this agreement, the SUPERINTENDENT shall be deemed to have become permanently disabled if:

- A. SUPERINTENDENT'S doctor determines that because of ill health, accident, physical or mental disability the SUPERINTENDENT is permanently unable

to perform the SUPERINTENDENT'S duties; or

- B. In the absence of such a determination by the SUPERINTENDENT'S doctor, and if a doctor selected by the DISTRICT (and at its expense) determines the SUPERINTENDENT is permanently unable to perform as aforesaid, SUPERINTENDENT'S doctor and the DISTRICT'S doctor shall select a third doctor for consultation whose finding as to disability shall be final. The DISTRICT and the SUPERINTENDENT shall each bear one-half the expense of examination, diagnosis and prognosis of the third doctor not covered by medical insurance.

14. **SICK LEAVE:** Sick leave shall be credited to the SUPERINTENDENT'S account upon the SUPERINTENDENT reporting for duty and shall accrue during the term of this agreement in accordance with Oregon law.

15. **TRANSPORTATION EXPENSE:** The SUPERINTENDENT shall be paid the IRS rate of reimbursement for mileage. The SUPERINTENDENT shall furnish SUPERINTENDENT'S own automobile and shall provide a rider or certificate to SUPERINTENDENT'S automobile insurance, naming the DISTRICT as "coinsured" in the amounts of three hundred thousand dollars (\$300,000) per accident. The DISTRICT shall pay any costs incurred for providing such a rider or certificate.

16. **MEMBERSHIP DUES:** The DISTRICT shall pay the cost of the SUPERINTENDENT'S annual membership dues in the following organizations:

- A. AASA, COSA, OASE

- B. Service clubs such as Lions, Kiwanis, etc.

17. **LONG-TERM DISABILITY:** The DISTRICT shall pay the premium for long-term disability insurance policy for SUPERINTENDENT. This insurance coverage will be the OEBC Long-Term Disability plan in effect for the administrator licensed full-time group.

18. **TERMINATION OF EMPLOYMENT CONTRACT:**

- A. Termination Without SUPERINTENDENT'S Concurrence

In the event the DISTRICT intends to act to terminate this Employment Contract prior to its termination date 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 at of termination. Due process shall include at least a written notice of the reasons why the DISTRICT intends to terminate this Employment Contract, 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. This provision does not constitute a waiver of any rights the DISTRICT or the SUPERINTENDENT may have to enforce this Employment Contract in the courts under

contract or other applicable law.

B. No Cause Termination of Agreement

The DISTRICT may discharge SUPERINTENDENT as SUPERINTENDENT and terminate this agreement without any showing of cause upon ten (10) days' written notice and the tendering of the District's certification of willingness to pay up to twelve (12) months of the SUPERINTENDENT'S salary, health insurance, and PERS contribution only or the balance of such payments due under this Agreement, whichever are less. Such notice shall terminate this Agreement without recourse. Thereupon SUPERINTENDENT will exercise reasonable due diligence to secure comparable replacement employment. Should SUPERINTENDENT find comparable employment after commencement of DISTRICT'S up to twelve (12) months' salary obligation, the DISTRICT'S obligation to continue such payments shall cease on the 1st of the month following the commencement of SUPERINTENDENT'S new employment.

C. 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, the SUPERINTENDENT shall give the DISTRICT sixty (60) days' written notice of such intention.

19. **RENEWAL OF EMPLOYMENT CONTRACT:** The DISTRICT will make every reasonable effort to notify SUPERINTENDENT in writing on or before February 1 of each year of this contract whether or not the DISTRICT will renew the contract. In order to assist the Board in complying with this time line, the SUPERINTENDENT will make every reasonable effort to notify the Board of this pending time line beginning no later than the November regular Board meeting proceeding the February 1 date.

20. **BREACH OF AGREEMENT:** Failure by the SUPERINTENDENT to fulfill the obligations set forth in this agreement shall be considered a violation of the Administrator's Code of Ethics and may be reported by the DISTRICT to the appropriate state and national associations of school administrators and state educational authorities.

21. **APPLICABLE LAW:** 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, all of which are made a part of the terms and conditions of this contract as though set forth herein.

22. **LIFE INSURANCE:** The DISTRICT shall pay the monthly premium for \$200,000 term life insurance coverage for the SUPERINTENDENT.

IN WITNESS WHEREOF, the DISTRICT, pursuant to the authority of its Board of Directors, by motion duly and regularly adopted on June 11, 2018, has caused two originals of this agreement to be signed in the name of the DISTRICT by the Chairperson of the School Board, and the SUPERINTENDENT has hereunto affixed SUPERINTENDENT'S hand and seal the day and year here above mentioned.

NEAH-KAH-NIE SCHOOL DISTRICT #56

SUPERINTENDENT

Terrence E. Kelly
School Board Chairperson

Paul M. Erlebach
Superintendent

Deputy Clerk