

**EMPLOYMENT CONTRACT
BETWEEN
DARREN JOHNSON
AND
THE NYSSA SCHOOL DISTRICT #26 BOARD OF DIRECTORS**

THIS AGREEMENT, made and entered into the 10th day of April, 2023, between Nyssa School District No. 26, hereinafter referred to as DISTRICT, and Darren Johnson, hereinafter referred to as SUPERINTENDENT.

WITNESSETH:

WHEREAS, the SUPERINTENDENT is desirous of serving as the chief executive officer of the DISTRICT and to perform all duties required by that office; and

WHEREAS, the DISTRICT is desirous of securing a SUPERINTENDENT of Schools to supervise and direct the schools and educational program of the DISTRICT under the general supervision of the DISTRICT'S SCHOOL BOARD; 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 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 two (2) years beginning on the 1st day of July 2023, and terminating on the 30th day of June 2025, unless terminated or extended as herein later provided.

2. **SALARY**. The DISTRICT shall pay the SUPERINTENDENT an annual salary of \$137,486 for the 2023-24 school year. Salary is payable in twelve (12) equal monthly payments to be paid on the 20th day of each month. For the second year, salary will be reopened for negotiation in January of each year with a final agreement to be reached on salary by March of each year. The DISTRICT may increase, but not decrease, salary or other benefits for year two.

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.

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. The SUPERINTENDENT is the chief executive officer of the DISTRICT. In that capacity the SUPERINTENDENT has the primary responsibility for execution of Board policy and the Board has primary responsibility for formulating and adopting policies for the DISTRICT. The SUPERINTENDENT shall direct and assign the staff of the DISTRICT; organize, reorganize and arrange the administrative and supervisory staff as best serves the DISTRICT; select all personnel subject to the approval of the Board; recommend policies, regulations, rules and procedures deemed necessary and appropriate for managing the DISTRICT and implementing its responsibilities; and, in general, perform all duties reasonably incident to the office of SUPERINTENDENT and such other duties as may be specified and/or delegated by the Board.

The Board shall, both collectively and individually, promptly refer all complaints, criticism and suggestions to the SUPERINTENDENT for study and recommendation. The SUPERINTENDENT is entitled to attend all Board meetings, except executive sessions held to discuss the SUPERINTENDENT'S employment status, and all Board and citizen committee meetings. The SUPERINTENDENT is an ex-officio member of all Board committees and may provide recommendations on matters considered by those groups.

5. GOALS AND OBJECTIVES. Prior to or as soon as feasible after the execution 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. On, or about January 15 of each succeeding school year, the parties will meet to establish DISTRICT goals and objectives for the next succeeding school year in the same manner and with the same effect as heretofore described.

6. PROFESSIONAL GROWTH AS SUPERINTENDENT. The DISTRICT encourages the continuing professional growth of the SUPERINTENDENT through his participation in programs as he might decide, in light of his responsibilities as the SUPERINTENDENT subject to approval of the Board. In its encouragement, the DISTRICT shall permit a reasonable amount of release time for the SUPERINTENDENT as he deems appropriate to attend to such matters

and pay for the necessary memberships, tuition, travel, and subsistence expenses subject to approval of the Board.

7. SUPERINTENDENT'S CERTIFICATE. The SUPERINTENDENT shall maintain throughout the life of this Agreement a valid and appropriate certificate to act as SUPERINTENDENT of Schools as required by the State of Oregon.

8. EVALUATION. At least once each fiscal year, in or around January of each year, the Board and the SUPERINTENDENT shall meet in closed executive session for the purposes of mutual evaluation of the performance of the Board and the SUPERINTENDENT and expressing 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, 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. VACATION AND TIME REQUIREMENTS. The SUPERINTENDENT shall be required to render twelve (12) months of full and regular service to the DISTRICT during the period covered by this Agreement. He shall be entitled to thirty (30) days paid vacation each fiscal year. He shall also be entitled to all school holidays (including Christmas Day) observed by the DISTRICT; such holidays shall not include Christmas break, spring break, summer vacation, or teacher in-service days. Vacation days shall not accumulate from year to year and if not taken in a fiscal year, shall expire, however, the SUPERINTENDENT has the option of cashing out up to ten (10) unused vacation days each fiscal year. The SUPERINTENDENT shall keep daily time cards of time worked which shall be turned in monthly to the Board Chairperson of the DISTRICT.

11. FRINGE BENEFITS. The SUPERINTENDENT shall be entitled to participate in the following fringe benefits:

- A) Full professional association dues to C.O.S.A. and national professional organizations;
- B) Full cost of tuition and other approved expenses incurred in connection with any workshops, seminars, conferences, in-service training services, or other such sessions which the SUPERINTENDENT attends, with the Board's approval.

- C) All fringe benefits which are provided to other administrative employees, including health insurance benefits and PERS contributions. DISTRICT shall pay both the Employer's share and the Employee's 6% share of PERS contribution.
- D) The SUPERINTENDENT shall be granted sick leave in accordance with Oregon law.
- E) The SUPERINTENDENT shall be provided a \$7,000 annuity of his choice at the end of each fiscal year worked if he was employed by the DISTRICT for the full fiscal year. The SUPERINTENDENT is responsible for insuring compliance with all relevant State and Federal laws related to annuities.

12. VEHICLE TRAVEL AND PHONE ALLOWANCES. The DISTRICT shall pay the SUPERINTENDENT \$300 per month for a vehicle/travel allowance in lieu of reimbursing mileage for his personal vehicle usage. The DISTRICT will allow either reimbursement of expenses which are expected to include professional dues, service club dues and expenses related to such memberships, out-of-district lodging, food and travel when incurred on behalf of the DISTRICT and with the Board's prior approval, or the use of a DISTRICT credit card for such expenses. This, in addition to the monthly travel allowance of \$300. The DISTRICT shall pay SUPERINTENDENT \$150.00 per month for a phone allowance for use of his personal phone for work related usage.

13. TERMINATION OF EMPLOYMENT CONTRACT.

- A) Automatic Termination: This employment Contract will terminate automatically upon the death, incapacity, or retirement of the SUPERINTENDENT.
- B) Termination by the SUPERINTENDENT: The SUPERINTENDENT may resign and terminate the Employment Contract upon giving the School District written notice at least 60 days before the date of termination.
- C) Termination by the School District: The DISTRICT may terminate this Employment Agreement for cause which means such conduct that is seriously prejudicial to and which substantially affects the fundamental mission of the DISTRICT. Such conduct includes, but is not limited to, unlawful conduct, moral turpitude detrimental to the operation of the DISTRICT and any of the grounds upon which a contract teacher may be dismissed under Oregon law, breach of this contract or of the Standards for Competent and Ethical Performance of Oregon Educators promulgated by the Oregon Teacher Standards and Practices Commission, failure to comply with reasonable requirements to improve or to obtain reasonably necessary further training to achieve reasonable necessary professional growth. If the DISTRICT seeks to terminate SUPERINTENDENT for cause or without

the concurrence of the SUPERINTENDENT, it shall provide written notice at least ten (10) days prior to the effective date of termination. That notice must contain a statement of reasons constituting cause and describing the alleged grounds with sufficient particularity as to afford the SUPERINTENDENT a reasonable opportunity to respond. The SUPERINTENDENT shall be entitled to a due process hearing before the Board. After such hearing, the Board shall provide a written decision setting forth the Board's decision and its reasons therefore.


14. RENEWAL OF EMPLOYMENT CONTRACT. The DISTRICT and the SUPERINTENDENT will meet at the regular January Board meeting of each year beginning in 2024 to determine if they will renew this Agreement for another one-year term to be added to the end of the then current contract. The DISTRICT may or may not renew this contract. This section constitutes notice of nonrenewal under ORS 342.513.

15. BREACH OF AGREEMENT. Failure by the SUPERINTENDENT to fulfill the obligations set forth in this Agreement shall be considered a breach of this contract and will terminate the contract immediately.

16. APPLICATION 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 the DISTRICT, all of which are made a part of the terms and conditions of the contract as though set forth herein.

IN WITNESS WHEREOF, the DISTRICT pursuant to the authority of its Board of Directors, by resolution duly and regularly adopted on April 10th, 2023, has caused two (2) originals of this Agreement to be signed in the name of DISTRICT by the Chairperson of the School Board, and the SUPERINTENDENT has hereunto affixed his hand and seal the date and year herein above mentioned.

NYSSA SCHOOL DISTRICT #26

BY  ^{48R}
CHAIRPERSON 3-10-23
DATE

BY  04/11/2023
SUPERINTENDENT DATE