

SUPERINTENDENT EMPLOYMENT CONTRACT
between
Andy Dey
and the
EUGENE SCHOOL DISTRICT NO. 4J

THIS AGREEMENT is made and entered into this 22nd day of June, 2022, by and between the EUGENE SCHOOL DISTRICT NO. 4J, hereinafter referred to as the "District," and Dr. Andy Dey, hereinafter referred to as "Superintendent."

SECTION 1. TERM:

This is a three-year contract for administrative services. This contract commences July 1, 2022 and shall continue and remain in effect up to and including June 30, 2025, subject to the District's right of termination during the term of this contract. On or before February 1 of 2024 and each successive year, the Superintendent shall inform the Board that unless the Board takes action to the contrary by March 15 of that year, this contract shall automatically be extended for one additional year. In the absence of written notice from either party by March 15 of each year, of intent to terminate or modify this employment contract, this contract shall automatically be extended for one additional year.

SECTION 2. DUTIES WHEN ASSIGNED AS SUPERINTENDENT:

In accordance with state law and the rules, policies and procedures as established by the Board, when acting as Superintendent, Dr. Dey shall: have charge of the operations and administration of the schools; be the chief executive officer and official secretary for the Board; carry out the administration and supervision of the District, including instituting reforms and systemic changes, such as curriculum and program offerings, as the Superintendent finds necessary or expedient, in order to effect positive changes in the District; direct and assign teachers, principals, and other employees of the schools; organize, reorganize, and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District; select, place, and transfer personnel; suggest policy deemed necessary for the well ordering of the District and reasonably interpret policies, regulations, rules and procedures as the Superintendent deems necessary for the efficient and effective operation of the District; have responsibility for the overall financial planning of the District, including the preparation of the annual budget and the submission of the budget to the Board for review and approval; make administrative recommendations on items of business considered by the Board as the Superintendent deems necessary for the efficient and effective operation of the District; act as a liaison between the District and the community and have responsibility for a program of public relations for the purpose of creating and maintaining a cooperative working relationship between the schools and the community; establish and implement a process, including means and time parameters, for keeping the Board up to date on developments, initiatives and issues in the District; stay abreast of educational trends and developments by reading widely, visiting other districts and participating in appropriate professional development and professional organizations at the local, state and national levels;

and, in general, perform all duties incident to the Office of the Superintendent, implement the District's policies and procedures and carry out such other duties, and directives as may be prescribed by the Board from time to time; all of the foregoing are subject to the approval of the Board to the extent required by law or as directed by the Board. The Superintendent shall devote the Superintendent's entire time, attention, and energy to the business of the District and related professional activities and shall not, without prior written approval of the Board's Chairperson, engage in any other business activity which would interfere with such duties.

When acting as Superintendent, Dr. Dey shall extend the Superintendent's best efforts to achieve the Superintendent's goals as set by the Board pursuant to Section 8.

Dr. Dey shall maintain a current license to act as superintendent as required by the State of Oregon and must send a copy to the District's Human Resources Department. Failure to meet this requirement constitutes cause for termination of this Agreement.

When acting as Superintendent, Dr. Dey shall have the right to attend any and all Board meetings except when the Board is discussing strategy and proposals pertaining to the Superintendent's contract (and the Board on their request shall inform the Superintendent of the reason for the Superintendent's exclusion), or when the Board is discussing the hire of the Superintendent's successor; shall serve as an ex-officio member of the Board committees; and provide administrative recommendations on each item of business considered by the Board.

When acting as Consultant, Dr. Dey shall perform those duties assigned by the Superintendent.

SECTION 3. COMPENSATION:

A. **Salary.** The District shall pay Superintendent an annual base salary at the rate of \$240,240, paid monthly commencing July 1, 2022. For each successive year of this contract, when serving as Superintendent, the base salary shall be changed by the same salary COLA as applied to licensed staff, plus one average step, defined as 3%. The District will assume the six percent (6%) employee PERS contribution per ORS 238.200 and ORS 238A.330.

B. In the event that the Board chooses to extend Dr. Dey's service as Superintendent beyond the initial two years of this contract, the financial terms of the contract extension will be negotiated with the intent of compensating Dr. Dey at the market average or higher for similar sized districts in Oregon.

SECTION 4. FRINGE BENEFITS:

The Superintendent shall receive the following fringe benefits:

A. **Tax-Sheltered Annuities.** For the 2022-23 contract year, and every year thereafter, the District shall contribute an amount equal to 6% of base salary into a tax-sheltered annuity for Dr. Dey. Contributions shall be made on a monthly basis.

B. **Insurance.** The District shall make a monthly contribution for Dr. Dey for medical, vision, dental, life and long term disability in the amount provided to District Directors.

C. **Professional Development Allowance.** The District shall advance or reimburse Dr. Dey a total of \$2,000 per year for professional development expenses, in addition to the obligations incurred in Section 6 below.

D. **Auto Allowance.** The District shall pay Dr. Dey a stipend of \$700 per month for use of Dr. Dey's personal automobile for travel that is necessary in the performance of District business that occurs within the city limits of Eugene and Springfield. For necessary District business that requires travel outside the city limits of Eugene and Springfield, the District shall reimburse Dr. Dey at the current IRS standard mileage rate, as well as other travel related expenses, pursuant to District policy.

E. **Cell Phone.** The District shall provide Dr. Dey the choice of a District issued cell phone, or a monthly reimbursement for Dr. Dey's personal cell phone in the amount provided to District Directors.

F. **Membership Dues.** The District shall pay the cost of Dr. Dey's annual membership dues for three educational organizations and one local service organization, along with the subscriptions of such organizations, in order to maintain Dr. Dey's skills.

SECTION 5. SALARY ADJUSTMENT:

Base salary, including COLA, shall be adjusted based on furlough days or other concessions that apply to the salary and related compensation applicable to District Directors.

SECTION 6. PROFESSIONAL GROWTH:

The Board encourages the continuing professional growth of Dr. Dey through his participation in the operations, professional coaching, programs, and other activities conducted or sponsored by local, state and national school administrator and school board associations. The Board also encourages Dr. Dey to attend seminars and courses offered by public or private educational institutions.

The Board shall provide Dr. Dey an Executive Coach, to be selected by mutual agreement of Dr. Dey and the Board, for the period in which he is employed as Superintendent.

In its encouragement, the Board shall permit release time of ten (10) paid contract days each year to attend such activities and pay for the necessary fees for travel and subsistence expenses, as approved by this Agreement and School Board policy. The Board shall reimburse Dr. Dey for attendance, transportation, lodgings and reasonable meal expenses incurred at conferences or seminars sponsored by AASA, COSA, and other similar organizations.

SECTION 7. CONTRACT DAYS/OUTSIDE ACTIVITIES:

Superintendent shall be required to render 260 days of full and regular service to the District during each year of this Agreement. These days shall include:

- A. **Holidays.** Dr. Dey shall have the holidays available to District directors.
- B. **Vacation.** Dr. Dey shall receive thirty (30) days of paid annual vacation per contract year, earned on a ratable basis of 2.5 days per month. Dr. Dey shall be credited with the full number of vacation days for the contract year on July 1, which may be used prior to them being earned. In the event Dr. Dey's employment with the District is terminated, for whatever reason, prior to their earning used vacation, they shall reimburse the District for the vacation days taken but not earned (to be calculated at the Superintendent's then current daily rate of pay), by a payroll deduction on their final paycheck.
 - (i) *Carry-Over.* Dr. Dey may carry over up to a maximum of thirty-two (32) days of accrued but unused vacation days from one contract year, ending June 30, into the next contract year.
 - (ii) *Pay-out During Employment.* Beginning with the 2022-23 contract year, at the end of each contract year, Dr. Dey may elect to be paid the cash equivalent of any earned but unused vacation days (to be calculated at the Dr. Dey's then current daily rate of pay), up to the number of vacation days taken in that contract year or thirteen (13) days, whichever is less.
 - (iii) *Payout at Termination.* In the event Dr. Dey employment with the District is terminated, for any reason, the District shall pay them the cash equivalent of any earned but unused vacation days (to be calculated at Dr. Dey's then current daily rate of pay), up to a maximum of thirty-two (32) days.
- C. **Leaves.** Dr. Dey shall be entitled to sick, family illness, bereavement, and personal leave days on the same basis as District Directors. Dr. Dey will be granted long-term medical leave up to 90 calendar days when Dr. Dey is unable to perform the responsibilities of Dr. Dey due to injury or illness. This leave will run concurrently with OFLA or FMLA leave, and is unpaid, except that Dr. Dey may apply available paid leave. At the termination of Dr. Dey's employment, there shall be no compensation for unused leave.
- D. **Outside Activities.** Dr. Dey shall devote his time, attention and energy to the business of the school system. However, Dr. Dey may engage in writing activities and speaking engagements and engage in other activities that are of a short-term duration with concurrence of the Board Chair, for honoraria and expense. Dr. Dey shall inform the School Board Chairperson prior to leaving the state on a normal workday.

SECTION 8. GOALS AND OBJECTIVES:

On or before October 1 of each year, the parties shall meet to establish goals and objectives for the District and Dr. Dey for that school year. Including operational and academic goals as well as goals for achieving equity in District policies and practices. Such goals and objectives shall be reduced to writing and be among the criteria by which the Dr. Dey is evaluated.

SECTION 9. EVALUATION:

The Board shall evaluate the performance of the Dr. Dey at least once each year by May 31, or as soon thereafter as practicable, but not later than June 30. This evaluation shall be based on the goals and objectives agreed upon by the Board and Dr. Dey, and the terms of this contract.

In the event that the Board determines that the performance of Dr. Dey is unsatisfactory in any respect, it shall describe, in writing, the unsatisfactory performance, including: (a) facts and/or evidence to support the unsatisfactory rating; and (b) recommendations for improvement.

SECTION 10. PROFESSIONAL LIABILITY:

To the same extent as provided in ORS 30.285, the District agrees that it shall defend, hold harmless, and indemnify Dr. Dey from any and all demands, claims, suits, actions and legal proceedings brought against Dr. Dey in Dr. Dey's individual or official capacity, provided the incident arose while Dr. Dey was acting within the scope of the Superintendent's employment, as permitted by law. In no case will individual Board members be considered personally liable for indemnifying Dr. Dey against such demands, claims, suits, actions, and legal proceedings.

SECTION 11. TERMINATION:

This employment contract may be terminated before its expiration under the following conditions:

A. **Mutual Agreement.** By mutual written agreement of the parties to terminate the contract.

B. **Without Cause.** By the Board without cause at any time during the term of the Agreement, upon at least twelve (12) months or an amount of time equal to the amount of time remaining on this Agreement, whichever is less, written notice, during which time Dr. Dey shall receive his full salary, PERS contribution, Health benefits and Tax-Sheltered Annuity contributions. If requested by Dr. Dey, the Board shall review the termination with him in Executive Session. Nothing in this paragraph authorizes the Board to make a wrongful termination including any reason described in ORS 332.505(3)(a). In the event of termination without cause prior to the end of the 2023-24

school year, Dr. Dey shall serve as Consultant to the new Superintendent, or shall perform other administrative work at the Superintendent's direction, for the period between the notice of termination and his separation from the District. If Dr. Dey accepts a position outside the District during this period, while continuing to provide consulting services to the District, the District's financial responsibility will be reduced by an amount equivalent to the salary and benefits he receives in the new position. Nothing in this Section permits the District to violate the provisions of ORS 342.549.

C. **For Cause.** By the Board if it dismisses Dr. Dey for just cause, which shall mean conduct prejudicial to the District; gross neglect of duty or gross unfitness, as those terms are defined by the Oregon Teacher Standards and Practices Commission; insubordination; immorality; conviction of a crime; or material failure by the Superintendent to perform the terms of this contract. Termination for just cause may take place only following a pre-termination notice, containing specific charges, and an opportunity to meet with the Board in executive session. If such a meeting does not resolve the issue, the Board may terminate Dr. Dey and Dr. Dey retains all rights for arbitration in accordance with Section 17 and as set forth in this subsection. No action by the Board shall be found to be without just cause in the absence of proof that such action was arbitrary, capricious, in bad faith, or in violation of the law. In the event that the arbitrator finds that the District has removed Dr. Dey without just cause, the award shall include back pay and front pay in the amount the Superintendent would have earned for the remainder of the term of the Agreement, less any amounts Dr. Dey actually or reasonably could have earned during that same time period, lost insurance benefit contributions, and Dr. Dey's attorney fees for the defense of Dr. Dey's case, but may not include reinstatement or punitive damages.

D. **Disability.** Notwithstanding anything in this Agreement to the contrary, the District may terminate this Agreement in the event that Dr. Dey has become permanently disabled. Permanent disability is a disability that renders Dr. Dey unable to perform the essential functions of his position, even with reasonable accommodation, for a period of ninety (90) calendar days. Such option shall be exercised by the District giving twenty (20) calendar days' written notice to Dr. Dey by certified mail and addressed to Dr. Dey at the District office or at such other address as Dr. Dey shall furnish in writing to the District. If a question exists concerning the permanent disability of Dr. Dey, the District may require Dr. Dey to submit to a medical examination by a licensed medical doctor. In such a case, Dr. Dey will cooperate to expedite all aspects of this process, including authorizing the release of relevant medical records and authorizing the doctor to communicate with the District. The parties acknowledge that the uncertainty of indefinite leave may create an undue hardship upon the District.

E. **Resignation by Dr. Dey.** Dr. Dey may resign upon ninety (90) calendar days' written notice to the Board.

(i) Provided Dr. Dey has been employed by the District for ten (10) or more years as of the effective date of Dr. Dey's resignation, the District shall make a

monthly contribution for Dr. Dey for health insurance benefits in the same amount provided to District Directors for self-only coverage. The District's contribution shall continue until Dr. Dey either (a) reaches sixty-five (65) years of age; or (b) finds new employment that provides health insurance benefits, whichever shall first occur.

F. **Death.** This Agreement will terminate automatically in the event of Dr. Dey's death.

SECTION 12. NOTICE:

In the event notice is required of one party to the other party under the terms of this Agreement, such notice shall be given by certified mail and regular mail to the parties as hereafter designated.

Superintendent: Dr. Andy Dey



District: Eugene School District 4J
Chair of the Board of Directors
200 North Monroe Street
Eugene, OR 97402

SECTION 13. MODIFICATION:

This contract supersedes all prior agreements and understandings between the parties and may not be changed or terminated orally, and no change, termination, or attempted waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom the same is sought to be enforced; provided, however, that the Superintendent's compensation may be increased and the term of this contract may be extended at any time by the District without in any way affecting any of the other terms and conditions of this contract, which in all other aspects shall remain in full force and effect. Any adjustment shall be by resolution of the Board without the need for written amendment.

SECTION 14. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Oregon. Any action or proceeding arising out of this Agreement shall be in Lane County, Oregon.

SECTION 15. WAIVER:

The waiver of either party of a breach of any provision of this contract shall be acknowledged in writing and shall not operate as or be construed as a waiver of any subsequent breach thereof.

SECTION 16. SAVINGS CLAUSE:

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

SECTION 17. ARBITRATION:

The Parties agree that if there is a dispute regarding breach of any provision or interpretation of this Agreement, the Party with the grievance shall give notice to the other Party in writing of the dispute. The other Party shall within fifteen (15) business days respond in writing. If the correspondence does not resolve the issue, the Parties shall meet and try to resolve the issue. If the Parties cannot reach a satisfactory resolution, then the Parties shall agree upon mediation prior to commencement of arbitration. If mediation is unsuccessful, and either party thereafter brings any action for interpretation, enforcement, breach or otherwise relating to this contract, the parties agree to conduct all proceedings before an independent arbitrator selected in accordance with the Oregon Uniform Arbitration Act, ORS 36.600- 36.740. The decision of the arbitrator shall be final and binding on all parties hereto.

Each party shall have the right to retain and be represented by legal counsel at their own expense, to hear and refute all testimony, to bring witnesses to testify on their behalf, and to cross-examine any witnesses. The Board shall pay the arbitrator's bill for services and expenses. Each party shall pay for their own legal counsel; notwithstanding the foregoing, in any dispute over District's decision to terminate Dr. Dey pursuant to the terms of Section 11C (Termination for cause), if the arbitrator finds the District lacked just cause to terminate Dr. Dey, the award to Dr. Dey shall include Dr. Dey's attorney fees for the defense of Dr. Dey's case.

SECTION 18. PERSONAL PROTECTION:

In the event that the life or safety of Dr. Dey or his family is threatened or otherwise appears in danger because of the performance of Dr. Dey's official duties, the District shall pay any reasonable costs related to the protection of Dr. Dey and his family, including but not limited to home and personal possession securities.

IN WITNESS WHEREOF, the Eugene School District No. 4J, pursuant to the authority of its Board of Directors, by resolution duly and regularly adopted on June 22, 2022, 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.

EUGENE SCHOOL DISTRICT 4J

SUPERINTENDENT
Lane County, Oregon



Board of Directors

12/15/2023

Date

Maya Rabasa, Chair



Dr. Andy Dey

12.15.2023

Date

